

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kielinski & Assoc*

OCT 26 4 20 PM '93

P. Lowry
AUDITOR
GARY M. OLSON

OPTION TO PURCHASE

117757

Stevenson, Washington
October 26th, 1993

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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DALE W. POWERS and ANNE C. POWERS, husband and wife, (hereinafter referred to as "Seller"), hereby gives and grants to JOE W. BARKOWSKI and LYNETTE M. BARKOWSKI, husband and wife (hereinafter referred to as "Purchaser"), and their heirs and assigns, the exclusive option to purchase the real property of Seller situated in Skamania County, Washington and particularly described in Exhibit A attached hereto and incorporated herein, subject to the following terms and conditions:

1. PURCHASE PRICE. The total purchase price is Fifty Thousand and no/100 Dollars (\$50,000.00). No credit against the purchase price shall be given for the consideration given for this option as set forth hereinbelow. The total purchase price shall be payable in cash at closing.

2. CONSIDERATION. The consideration given by Purchaser for this option is the waiver of Purchaser's right to bring an action pursuant to RCW 61.30.140 to set aside the Declaration of Forfeiture recorded by Seller with respect to the subject property on August 16, 1993.

3. OPTION PERIOD. The option shall be exercised by Purchaser, or their attorney, giving written notice thereof to Seller, or either of them, or their attorney, by personal service, fax, or mailing of certified return receipt mail not later than midnight of the 24th day of November, 1993. If the Purchaser fails to exercise the option or if the sale fails to close within the time stated herein, all of Purchaser's rights hereunder shall expire without further notice.

4. PURCHASER'S INSPECTION. Purchaser agrees that it has inspected the property and will accept it in its present condition, unless otherwise noted herein.

Registered	<i>f</i>
Indexed, Dir	<i>f</i>
Indirect	<i>f</i>
Filed	<i>f</i>
Mailed	<i>f</i>

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5. **CONDITION OF TITLE.** Seller, at Seller's expense, will upon notice of exercise of the option immediately apply for a preliminary commitment for a standard form Purchaser's policy of title insurance to be issued by a title company doing business in Skamania County. Title is to be free of all encumbrances or defects, except easements, encumbrances, encroachments or defects of record and any items, exceptions or conditions shown on the preliminary report of title insurance not objected to by Purchaser.

6. **CLOSING OF SALE.** This sale shall be closed on or before the 10th day of December, 1993 by an escrow through Kielpinski & Associates, P.C., attorneys for Purchaser, whose address is P.O. Box 610 (40 Cascade Avenue, Suite 100), Stevenson, Washington 98648, or such other closing agent as the parties shall agree. Purchaser and Seller will, immediately on demand, deposit with closing agent all instruments and monies required to complete the purchase in accordance with this agreement. Seller understands that Kielpinski & Associates, P.C. represents Purchaser, and Seller waives any conflict of interest occasioned by the preparation of documents required to close this transaction, and represents that, in closing the transaction, they will be relying solely on their own judgment and/or the advice of their own independent counsel, and not on the advice of Kielpinski & Associates, P.C.

7. **CLOSING COSTS AND PRO-RATION.** Seller and Purchaser shall pay one-half of escrow and attorney fees incurred in the closing. Seller shall pay real estate excise tax and revenue stamps, if any, and recording fees. Taxes and assessments for the current year and insurance acceptable to the Purchaser shall be paid by Purchaser.

8. **POSSESSION/RENT.** Purchaser shall continue in possession of the property pending closing. Purchaser shall, pending closing, pay Seller (through Seller's attorney, Robert E.L. Bennett, at 1614 Washington, Vancouver WA 98660) a sum, denominated as rent, in the amount of \$550.00 per month, in advance, for the period from October 20, 1993 to November 19, 1993 and for the period from

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November 20, 1993 to December 19, 1993. Rent shall be pro-rated and credited to Purchaser at closing for any partial month. If the transaction fails to close, Purchaser agrees that their right to possession will terminate, without possibility of extension, at midnight on December 19, 1993.

9. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

10. BINDING EFFECT. This agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties. All rights of Purchaser hereunder may be assigned without restriction, but notice of each assignment must be given in writing to Seller.

11. NO VERBAL AGREEMENTS. There are no verbal or other agreements which modify or affect this agreement. This agreement constitutes the full understanding between the parties.

12. COMMISSION. The parties warrant that there are no real estate commissions applicable to this transaction and agree to hold one another harmless therefrom.

13. ATTORNEY FEES. In the event of any legal action arising under the terms of this Option to Purchase, the prevailing party therein shall recover costs and reasonable attorney fees.

SELLER:

PURCHASER:

Dale W. Powers
DALE W. POWERS

Joe W. Barkowski
JOE W. BARKOWSKI

Anne C. Powers
ANNE C. POWERS

Lynette M. Barkowski
LYNETTE M. BARKOWSKI

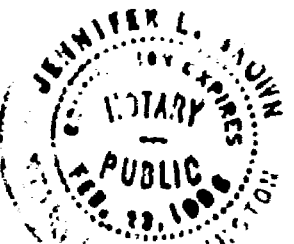
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STATE OF WASHINGTON)

COUNTY OF Clark)

ss.

I certify that I know or have satisfactory evidence that Dale W. Powers and Anne C. Powers are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated October 24, 1993

Signature of

Notary Public Jennifer L. Brown

Name of Notary Jennifer L. Brown

My appointment expires 12-23-96

STATE OF WASHINGTON)

COUNTY OF Stemmer)

ss.

I certify that I know or have satisfactory evidence that Joe W. Barkowski and Lynette M. Barkowski are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated October 26, 1993

Signature of

Notary Public Sharron Feldhausen

Name of Notary SHARRON FELDHUSEN

My appointment expires 6-13-97

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Exhibit A

Tract No. 13 of Columbia River Estates as more particularly shown on a survey thereof, recorded at Page 364 of Book "J" of miscellaneous records, under Auditor's File No. 75655, records of Skamania County, Washington; said real property being a portion of the Northwest quarter of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian.

TOGETHER WITH rights of way for roads "A" and "G" for the use of the public as more particularly described on aforesaid survey recorded at Page 364 of Book "J" of miscellaneous records.

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