

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Gerald Titchenal*

Dec 30 4 12 PM '93

*O. Lowry*  
AUDITOR  
GARY M. OLSON

OPTION TO PURCHASE

118387

BOOK 140 PAGE 610

We, K.W. Peterson, Daryl Peterson, and Dennis Peterson, for and in consideration of One thousand dollars (\$1000.00) paid to us by Gerald Titchenal, of Adams Country Properties, Inc. representing Skamania County, Washington, the receipt whereof is hereby acknowledged, the privilege of purchasing, on or before March 21, 1994 real estate in Skamania County, Washington described as: The lots listed on the attached Schedule A of the proposed

Peterson Industrial Park in a portion of the East 1/2 of Section 19, Township 2 North, Range 7 East W.M. for a total purchase price of \$208,952.

An additional Ninety five Thousand Dollars (\$95,000.) will be added to the purchase price in the event the existing pit on lots 12, 13 and 14 have been refilled to grade.

Notice of the exercise of this option may be given by letter addressed to us at MP 37L State Highway 14, Stevenson, Washington 98648, and we agree to furnish a policy of title insurance, showing good title to the real estate hereinbefore described as soon as procurable after receiving such notice.

When this option is exercised and the balance of the purchase price, to wit, Two hundred seven thousand nine hundred fifty two dollars (\$207,952) is tendered, we agree to convey the real estate to Skamania County, by warranty deed, reciting a consideration of Two hundred eight thousand nine hundred fifty two dollars, free and clear of all liens or encumbrances whatsoever, except for taxes or assessments levied and assessed for the year 1994.

In the event that the privilege of purchase here given is not exercised and the condition hereof fully performed by Skamania County, their representatives or assigns, on or before March 21, 1994, the privilege shall thereupon wholly cease and the sum of One Thousand Dollars shall be retained by us.

Dated at Stevenson, Washington, this 29 day of December, 1993.

*[Signature]* *[Signature]*

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

ON THIS 29TH DAY OF DECEMBER 1993 BEFORE ME PERSONALLY APPEARED K.W. PETERSON, DARYL PETERSON AND DENNIS PETERSON KNOWN TO ME TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE HERETOFORE SIGNED AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR WRITTEN ABOVE.

Notary Public  
State of Washington  
Residing at N. Bonaville  
My Appt Expires: 3/1/95

*[Signature]*  
NOTARY PUBLIC IN AND FOR  
STATE OF WASHINGTON  
RESIDING AT N. BONAVILLE  
MY APPT EXPIRES: 3/1/95

Transaction in compliance with County subdivision ordinance  
By *[Signature]*  
Gladys Kimmel, Skamania County Assessor  
902 # 903 ALL

Schedule "A"

BOOK 140 PAGE 611

The parties agree that all platting and other land use regulations affecting the transfer contemplated in this Option Agreement, if any, will be complied with and agree to execute such documents as are necessary to accomplish same.

PROPERTY DESCRIPTION

All references are to the Longview Fiber Co. Short Plat, Skamania County Auditor's Records at Book 3, Page 48:

Lot 2, excepting therefrom that part lying West of Hamilton Creek Road,

Lot 3,

Lot 4, excepting therefrom the southern 241.48 feet.

The purchase option price needs to reflect change of acreage on Lot 4.

See schedule "B" concerning prior option.



12/30/83

SCHEDULE B  
LEASE WITH OPTION TO PURCHASE

LEASE WITH OPTION TO PURCHASE, dated this 25th day of September, 1991, made by and between KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, (hereinafter "Lessor") and RONALD F. WEBB and MARILYN WEBB, doing business as APHIS READYMIX, (hereinafter "Lessee").

WITNESSETH

1. **Premises.** Lessor hereby leases to Lessee, upon the terms and conditions herein set forth, that certain real property situated in Skamania County, Washington, legally described as follows:

A tract of land located in the East Half of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Lot 19 of the Glaeser Surveying, Inc., preliminary plat of the proposed Peterson Industrial Park, which was received and stamped by the Skamania County Planning Department on March 6, 1991, consisting of 39,514 square feet, more or less.

2. **Inspection.** Lessee is leasing the Premises "as is" and makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Lessee acknowledges that they have made their own independent investigation respecting the Premises and will be relying entirely thereon and on the advice of any consultant they may retain. Lessee may not rely upon any representation of any party whether or not such party purports to act on behalf of Lessor, unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings, and agreements between Lessee and Lessor are merged herein and shall not survive closing.

3. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively for industrial and commercial purposes and neither the premises nor any part thereof shall be used by Lessee at any time during the term of this lease for residential purposes without the prior written consent of Lessor. Lessee shall not allow use of the premises for any illegal purpose and shall comply with all laws, ordinances, rules, orders and regulations or requirements of appropriate governmental authorities affecting sanitation, safety, occupancy, maintenance and preservation of the premises.

Lessees shall not use the property in a manner which adversely affects the water supply available at the well house located thereon. Lessees shall have the right to use said water supply, subject to the rights of Sellers to continue to use the water supply, unhampered and unchanged by Lessee's occupancy and use of the leased premises. Any interference by Lessee with the quantity or quality of said water supply or with the rights of Sellers to use the same shall be deemed a breach of this lease agreement and a default hereunder.

Upon the expiration of sixty (60) days following the exercise of the option to purchase, all rights of Sellers to access to and use of said water system shall automatically terminate and revert entirely unto Lessees/Purchasers, unless otherwise agreed in a writing signed by parties hereto.

4. **Term.** This lease shall commence on September 25, 1991, and shall continue until Lessee exercises his option to purchase pursuant to Paragraph 6 hereof, sixty (60) days after the proposed Peterson Industrial Park Short Plat is approved by the Skamania