

127840

FILED FOR RECORD
SKAMANIA CO. WASH

BY *Irving G. Snyder Jr.*

APR 11 9 27 AM '97

P. John

AUDITOR
GARY M. OLSON

RETURN ADDRESS:

*Irving G. Snyder, Jr.
P.O. Box 367
Stevenson, WA 98648*

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. *Option Agreement*
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. *Keller, Frank Gordon*
2. *Keller, Kathleen Weir*
- 3.
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. *Irving G. Snyder, Jr.*
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

*Section 36, Township 3 North, Range
7 1/2 East*

☐ Complete legal on page 1 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

NA

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER *03 75 36 40007 00*

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

127840
APR 11 1997
FILED
SKAMANIA CO. WASH
GARY M. OLSON

OPTION AGREEMENT

In consideration of Thirty Thousand and No/100 Dollars (\$30,000.00) paid to Frank Gordon Keller and Kathleen Weir Keller, husband and wife, herein after called "Sellers", receipt of which is hereby acknowledged, Sellers hereby give and grant to Irving G. Snyder, Jr., hereinafter called "Purchaser", his heirs and assigns, the exclusive option to purchase the real property of Sellers situated in Skamania County, Washington, and particularly described as:

Beginning at a point marked by United States Engineer's monument at the Northwest corner of Government Lot 12, Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, in the County of Skamania, State of Washington, which said point is sometimes designated as the center of said Section 36; thence South 245 feet to the initial point; thence from said initial point East 126 feet; thence South 4 degrees 30 minutes East 286 feet; thence North 63 degrees 08 minutes East to the Northwest corner of Tract No. 2 of COLUMBIA HOME TRACTS according to the official plat thereof, on file and of record in the office of the County Auditor of Skamania County, Washington; thence South along the West line of said Tract 2 to the North line of State Highway 14; thence Westerly along the Northerly line of State Highway 14 to the intersection with the East line of Government Lot 10 of said Section 36; thence North to a point marking the corner common to Government Lots 10, 11 and 12 of said Section 36; thence West along the North line of said Lot 10 to the intersection with the East line of the Henry Shepard D.L.C.; thence North to the Northeast corner of the Henry Shepard D.L.C.; thence East to the West line of Government Lot 12 aforesaid; thence North to the place of beginning. EXCEPTING therefrom that parcel deeded to Clovis J. St Jean, et. ux., by deed recorded July 16, 1963 in Book 51, Page 429.

ALSO that portion of Lot 2 of COLUMBIA HOME TRACTS described as follows:

Commencing at a point on the North line of State Highway 14, which point is 100 feet West, when measured at right angles, from the East line of said Lot 2; thence North 477 feet; thence East 100 feet to the line of said Lot 2; thence North along said East line to the Northeast corner of said Lot 2; thence Westerly along North line of Lot 2 to the Northwest corner thereof; thence South along the West line of Lot 2 to the North line of said State Highway 14; thence Easterly along the North line 108 feet, more or less, to the point of beginning.

EXCEPT that portion conveyer to the State Of Washington by instrument recorded in Book U, Page 444, and Book W, Page 606.

together with the buildings and any and all improvements thereon, all easements, rights of way, and appurtenances thereto, and all of Seller's right, title, and interest in all public ways adjoining the property, hereinafter sometimes referred to as "the property".

This option is given on the following terms and conditions:

Gary H. Martin, Skamania County Assessor
Date 4-30-76 Parcel # 3-7E-36-4-700

SECTION ONE
Price and Terms of Payment

The purchase price for the property shall be **One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00)**, on which the sum hereby received shall apply. The balance of the purchase price shall be paid as follows:

1. \$80,000.00 at closing which shall occur on or before July 15, 1997.
2. \$75,000.00 on February 1, 1998, providing that the property is cleaned up as specified below:

- If the property is substantially in the condition it was at the time of the signing of this option, the final payment on the purchase price shall be reduced by \$10,000.00,
- If all the automobiles and automobile parts, including rims and tires, are removed from the property, but substantially nothing more is removed from the property, the final payment on the purchase price shall be reduced by \$5,000.00,
- If the boats, boat parts, bulldozer, truck van and all other metal scrap is removed from the property, in addition to the automobiles and parts mentioned above, but substantially nothing more is removed from the property, the final payment on the purchase price shall be reduced by \$2,500,
- If the scrap wood and other burnable materials are removed from the property, in addition to the other materials mentioned immediately above, then there will be no reduction in the final payment on the purchase price,
- The logging slash piles on the property will remain, provided that no other trash is put on these piles,
- Material that Purchaser wishes to keep shall be clearly identified and will be removed from the property by the Purchaser.

The \$75,000.00 due to the Sellers on February 1, 1998 shall be secured by a deed of trust.

SECTION TWO
Period of Option

The period of duration of the option shall be until July 15, 1997. Upon failure of the Purchaser to exercise this option, the entire sum paid to the Sellers shall be the sole property of the Sellers, and there shall be no further liability of the parties under this agreement, one to the other.

SECTION THREE
Title

On or before May 15, 1997, Sellers shall provide to the Purchaser a preliminary title report of a qualified title insurance company doing business in the State of

Washington. Within fifteen (15) days thereafter, Purchaser shall give notice to the Sellers of any defects in or objections to the title as so evidenced, and Seller shall clear the title of the defects and the objections so specified.

If the Sellers fail to clear title to the extent herein required or to submit evidence of their ability to do so prior to closing, and such failure continues for forty-five (45) days after the date of exercise of the option, Purchaser may clear title to the extent so required and charge the cost of clearing to Sellers or, at Purchaser's option, may terminate this agreement by giving fifteen (15) days notice to Sellers.

During the period of this option, Sellers may not sell, convey, mortgage, or otherwise encumber the property herein described or any part thereof, or enter into any new lease or letting of the property or any part thereof.

SECTION FOUR Notices

Any notice hereunder shall be given in writing to the party, for whom it is intended, in person or by certified registered mail at the following address, or such future address as may be designated in writing.

To Sellers: Mr. and Mrs. Frank Keller
P.O. 393
Stevenson, WA 98648

To Purchaser: Mr. Irving G. Snyder, Jr.
P.O. Box 367
Stevenson, WA 98648

SECTION FIVE Assignment and Succession

This option shall bind and inure to the benefit of the heirs, administrators, executors, successors, and the assigns of the respective parties. All the rights of the Purchaser and the Sellers hereunder may be assigned without restriction, but the notice of each assignment shall be given in writing to the respective parties.

SECTION SIX Section 1031 Exchange

Sellers understand that Purchaser's transaction is part of a Section 1031 exchange, and Sellers consent to participate in such transaction and agree to execute any and all documents necessary to meet the requirements of a Section 1031 exchange; PROVIDED, HOWEVER, that Seller shall incur no additional charges, deductions or expenses on account of such Section 1031 exchange.

BOOK 164 PAGE 322

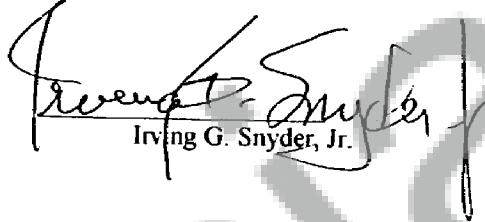
EXECUTED this 11th day of April, 1997.

SELLERS:


Frank Gordon Keller


Kathleen Weir Keller

PURCHASER:


Irving G. Snyder, Jr.

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory knowledge that FRANK GORDON KELLER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: APRIL 11-1997





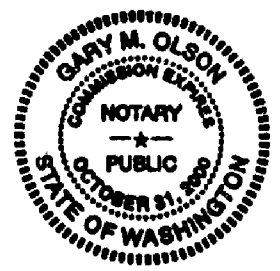
Notary Public
My Appointment Expires: 10-31-2000

BOOK 164 PAGE 323

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory knowledge that KATHLEN WEIR KELLER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: APRIL 11-1997



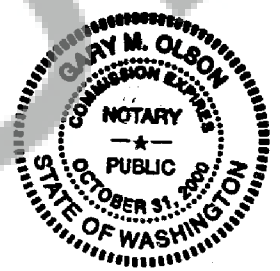
Gary M. Olson

Notary Public
 My Appointment Expires: 10-31-97

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory knowledge that IRVING G. SNYDER, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: APRIL 11-1997



Gary M. Olson

Notary Public
 My Appointment Expires: April 11-1997
10-31-97