

BOOK 175 PAGE 91

FILED FOR RECORD
SK/MAIL ROOM WASH
BY MANA CO. INC

131023

APR 1 10 04 AM '98

Johnson

ADJUTOR
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name George Naei

Address Box 503

City/State STEVENS WA 98648

Document Title(s): (or transactions contained therein)

1. Lease & option

2.

3.

4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. L.L. Lewis

2.

3.

4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. George David Naei

2.

3.

4.

5. ☐ Additional names on page _____ of document

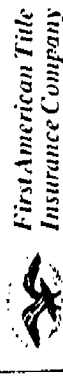
Abbreviated Legal Description as follows: (i.e. lot block/plat or section township/range/quarter/quarter)

All of that portion of Government Lots 3 & 4 Sec 29, T3N, R8E
of the W. Humboldt Meridian, lying southerly of the southerly
right of way of SP&S Railway Company

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): 03-08-29-0-0-1200

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



(this space for title company use only)

2000-04-01
10:04 AM
APR 1 10 04 AM '98

This contract is for a residential real estate lease between the Lessor, L. I. [redacted], whose address is 2738 Greenridge Road, Orange Park, Florida 32073, phone [redacted] 4-369-3957, and the Lessee, George David Nail, whose address is 6510 NE, 63rd Street, Vancouver, Washington 98661, phone 206-693-5936.

The legal description of the property to be leased is: All that portion of lots 13 and 4 of 8 29, T 3 N, R 8 E, of WM, lying Southerly of the Southerly right of way of the SP&S Railway Company, Together with an ingress and egress easement of 20 feet as noted in Page 29 of Deed Book 39 of the public records of Skamania County, Washington.

The term of this lease is to be 90 months (7 1/2 years) beginning November 1, 1997 and ending May 1, 1997.

The monthly lease payment is \$50.00 per month, paid in advance, and to be added to the Lessee at the address noted above unless another address is given, in writing, to the Lessor. However, as an incentive to lease the property, the first month's rent is hereby waived. In addition, because of the recent condition of the dwelling, it is agreed that materials that must be replaced by the Lessee to repair the structure may be deducted from the monthly rental fee to be paid to the Lessor and may also apply against future rents up to a cumulative total of 30 months of rent (\$1500.00). All receipts for material purchased must be dated, marked paid by the seller, and mailed to the Lessor on a monthly basis in place of any rents to be offset.

It is agreed that no living timber shall be cut on the property and nothing shall be done to diminish the existing esthetic appearance of any part of the nature property.

It is also agreed that, in the event that the Lessor should decide to sell the property at the end of the 7 1/2 year term of this lease, the Lessee shall be given a first right of refusal opportunity to purchase the property at a price to be determined by a professional appraisal. In addition, if the Lessor shall decide to continue leasing the property, the Lessee shall be given an opportunity for a first right of refusal on the new lease.

The Lessor reserves the right to inspect the property at any time.

Rents and/or offsetting material receipts are not received by the 10th of the month when due, the Lessor shall have the right to terminate this lease.

The Lessee hereby release the Lessor, or his assigns, from any and all possible future liability claims for themselves and/or their visitors concerning any personal injuries or personal property damage which might happen to them while on the Lessor's property.

Any changes to this lease contract must be made in writing and no other agreements exist except those noted herein.

ACKNOWLEDGEMENT

James Earl Lewis

Witness to Lessee Date 10-22-97

Alvin A. Lewis Witness to Lessee Date 11-24-97

Alvin C. Adams Witness to Lessor Date 11/13/97

Donald R. Webb Witness to Lessor Date 11/13/97

Gary H. Martin, Skamania County Assessor
Done 11/13/97 Parcel # 2-1-25-1200

George David Nail Lessee Date 11/13/97

Alvin C. Adams Lessor Date 11/13/97

RECORDER'S NOTE:

NOT AN ORIGINAL DOCUMENT

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT FOR QUALITY
FOR FILING

May 10, 1993

David and Janet Hall
P O BX 503
Stevenson, WA 98648
509 427 7491

Dear David and Janet,

Thank's much for the most informative letter dated 5/1/93.

Let's see if I can discuss the items that you brought up. First of all, I can understand the frustration you must feel when you put all that effort into repair of the house and someone comes along and destroys your good effort. Very hard to understand what drives a lot of our population, nowadays.

As you mentioned, the taxes have increased significantly on the property. The taxes were more than \$300.00 last year and will go up to around \$500.00 this year. Sorry that you had back trouble caused from work on the cabin. Back problems can be a long lasting item.

You asked about an easement. Check the court house records for 11/15/54, Pg 29, Book 29 for legal information. There is a 20' easement granted. Might be a good idea to see if the Indians could be made into protectors of the property. They may be the cause of most of your troubles. You might think of some approach to make them friends. Maybe fishing rights?

You asked about purchasing the property and several questions relating thereto. 1) My folks did have a legal water right for the property. My Dad ran a black plastic pipe from the spring located about 1/4 mile east and across the RR track. He ran it through the culvert and along the bottom of the river to the cabin. He had free flowing water to the cabin sink. I do not have the paperwork on the water right, but if you will research the records around the time that they bought their property, you should find out about the water right. 2) I have answered the question concerning the access. It is legal and is recorded.

3) I can't accurately tell you about the price at the end of the lease. As noted in the lease, we would need an appraiser to value the property. Many things can happen to the area between now and 5/1/97. I will say that I sold the much smaller piece to the West for \$60,000.00 in the last year or two. I am holding the contract on it and would be willing to do the same on the piece you lease. I received 10% down on the other sale. 4) My Mom and Dad did build the cabin by themselves. They hauled every stick of lumber across the RR track by using a 2 wheel hand pushed trailer. I don't believe that any material came by water. They (and I) stayed there several times during various summers. My folks stayed there numerous times during their lives. If you do purchase the property, I will see if I can find some of the old pictures that I know were taken. 5) Your comments concerning the kids sounds most interesting and I am sure that they would like staying at the place. Hope that something comes of the thought.

Don't know if I have answered all of your questions satisfactorally. Hope that I have. Anyway, best of luck on the project and let me know what you think.

Sincerely,

Law and Dona Wood
Law and Dona Wood

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