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BOOK 218 PAGE 786

FLARK COUNTY TITLE

Return address:

Columbia Land Trust 1351 Officers' Row Vancouver, WA 98661 BEC 20 3 C3 . 1 'DI O'Xowry

OPTION TO PURCHASE REAL ESTATE

Grantor: Daniel J. Twain and Leeann Moore Twain, husband and wife

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Grantee:

COLUMBIA LAND TRUST, a nonprofit corporation

This option agreement is made on <u>Secretary</u>, 2001, between Daniel J. Twain and Leeann Moore Twain, husband and wife (Owner) and COLUMBIA LAND TRUST, a nonprofit nature conservancy corporation (Optionee).

i. GRANT OF OPTION:

Owner grants to Optionee an Option to purchase all interests in the real property retained by grantor and encumbered by the Easement Deed recorded in Book 212, Page 773, Skamania County records (the "Property") described in the purchase and sale agreement attached to this Option as Exhibit "A," on the terms and conditions set forth in this option agreement.

2. CONSIDERATION FOR OPTION:

Concurrently with the execution of the Option agreement, Optionee has paid to Owner the sum of One Dollar (\$1.00) as consideration for the Option, which sum shall be applied to or credited against the purchase price of the Property in the event the Option is exercised. The term of the Option shall commence on the date of this Option agreement and shall expire at 6:00 pm on October 31, 2099.

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3. MANNER OF EXERCISING OPTION:

Provided Optionee is not in default under any term or provision of this option, the option may be exercised by Optionee's delivering to Owner, before the expiration of the option term, written notice of such exercise (the "exercise notice"), which exercise notice shall state that the option is exercised without condition or qualification.

4. COMPLETION OF SALE:

Upon receipt by Owner before the expiration of the option term of the exercise notice and two copies of the purchase and sale agreement executed by Optionee, Owner shall execute the purchase and sale agreement and deliver an executed copy to Optionee. Owner's failure to execute and deliver a copy of the purchase and sale agreement in accordance with this paragraph shall not affect the validity of the purchase and sale agreement. The purchase agreement shall be immediately effective and binding on both Owner and Optionee without further execution by the parties, on exercise of the option in accordance with paragraph 4 of the option agreement.

6. OWNER'S REPRESENTATIONS AND WARRANTIES:

Owner represents and warrants that it is the owner of the Property and has marketable and insurable fee simple title to the Property free of restrictions, leases, liens, and other encumbrances. In the event this Option is exercised by Optionee, Owner will convey tittle to the Property by Statutory Warrant Deed subject only to (a) taxes for the current year which are not then due and payable, and (b) only those exceptions in the preliminary title report which Optionee has approved in accordance with paragraph 8 of the real estate purchase and sale agreement (Exhibit A).

Owner covenants and agrees that during the option term and until the Property is conveyed to optionee in the event this option is exercised, Owner will not encumber the Property in any way nor grant any property or contract right relating to the Property without the prior written consent of Optionee.

Owner covenants and agrees that during the option term and until the Property is conveyed to Optionee in the event that this option is exercised, Owner shall not alter or damage the condition or character or the Property, including but not limited to building, logging, clearing, grading, mining, excavating, or degrading habitat.

7. RIGHT OF ENTRY ON PROPERTY:

During the option term, Optionee and its designated agents and independent contractors shall have the right to enter on the Property to the extent necessary for the purposes of evaluating Option to Purchase - Page 2

the Property in furtherance of the preparation of a stewardship plan, or to show the Property to potential donors to facilitate fundraising for the purchase price of the Property. Any and all such entry shall require prior verbal or written notice to Owner. Optionee agrees to indemnify and hold Owner harmless from any and all damage, costs, and expenses arising out of such entry on the Property.

8. TIME OF ESSENCE; FAILURE TO EXERCISE OPTION:

Time is of the essence of this option agreement. If the Option is not exercised in the manner provided in paragraph 4 before the expiration of the option term or extension, Optionee shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by Optionee.

9. RECORDING QUITCLAIM DEED ON TERMINATION OF OPTION:

If this Option is terminated, Optionee agrees, if requested by Owner, to execute, acknowledge, and deliver a quitclaim deed to Owner within fifteen (15) days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this Option from the Property.

10. NOTICES:

All notices, demands, requests, and exercises under this option by either party shall be hand-delivered or sent by United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

Owner:

Daniel and Leeann Twain 181 Salmon Falls Road Washougal, WA 98661

Optionee:

Columbia Land Trust 1351 Officers' Row Vancouver, WA 98661

11. ASSIGNMENT OF OPTION:

Optionee may assign this option and the rights under it.

12. ENTIRE AGREEMENT:

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This Option contains the entire agreement between the parties, and supersedes all prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

Owner/Optioner
By

Leeann Moore Twain

Optionee

Glenn Lamb, Executive Director
Columbia Land Trust

STATE OF WASHINGTON

COUNTY OF CLARK

PRUIEL J. TWAIN 4

I certify that I know or have satisfactory evidence that <u>LERAL MODE TWAIN</u> 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 this instrument.

DATED: 12 · 21 · 200

(Notary Signature)

(Typed or printed page

(Typed or printed name NOTARY PUBLIC for the State of Washington, residing at CAMAS

My appointment expires:

STATE OF WASHINGTON

COUNTY OF CLARK

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STATE OF WASHINGTON) }
COUNTY OF CARL	}\^\$\$

I certify that I know or have satisfactory evidence that OFN LAMB are/is the person____ who appeared before me, and said person_ signed this instrument, on oath stated that _____ acknowledged that they/hc/sbe authorized to execute the instrument and acknowledge it as the DIRECTOR of OCUMBIA THAT LAW TOOL to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 17.76.01

OK WASHINGTON

Notary Public in and for the State of WA

Residing at CAMAS

My appointment expires: MATG, 2007

Exhibit A

A portion of the Northeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe with brass cap at the Northwest corner of Section 10, as shown in Book 3 of Survey, page 111, Skamania County Auditor's Records; thence North 89°30'27" East, 1300.99 feet to the Northwest corner of the Northeast quarter of the Northwest quarter of Section 10 and the True Point of Beginning; thence continuing North 89°30'27" East, along the North line of the Northeast quarter of the Northwest quarter, for a distance of 100.00 feet to a 5/8 inch iron rod as set in a 1998 Hagedorn, Inc., Survey: thence South 00°55'34" West, 388.41 feet to a 5/8 inch iron rod, 1998 Hagedorn, Inc., Survey; thence South 16°00'00" East, 288.00 feet to a 5/8 inch iron rod, 1988 Hagedom, Inc., Survey; thence South 60°00'00" East, 100.00 feet to a 5/8 inch iron rod, 1998 Hagedorn, Inc., Survey; thence South 89°00'00" East, 230.00 feet to a 5/8 inch iron rod, 1998 Hagedorn, Inc., Survey; thence North 76°30'00" East, 265.00 feet to a 5/8 inch iron rod, 1998 Hagedorn, Inc., Survey, on the West right of way line of Salmon Falls Road, also known as Cape Horn cut-off, as described in Book 59 of Deeds, page 23, Skamania County Auditor's Records; thence following said right of way line, along the arc of an 1880 foot radius curve to the right (the radial bearing of which is South 80°50'13" West), through a central angle of 2°13'29", for an arc distance of 73.00 feet to a point opposite Engineer's Station PC 7+22.56 and 30 feet left therefrom; thence continuing along said right of way line, South 06°52'52" East, 568.85 feet to the South line of the Northeast quarter of the Northwest quarter of Section 10; thence South 89°29'09" West, 847.64 feet to the Southwest corner of the Northeast quarter of the Northwest quarter; thence North 00°57'49" East, 1301.31 feet to the True Point of Beginning.