

WHEN RECORDED RETURN TO:

CATHY & LEONARD SNODDERLY
P.O. BOX 694
CARSON WA. 98610

DOCUMENT TITLE(S)

LEASE AGREEMENT WITH PURCHASE OPTION

REFERENCE NUMBER(S) of Documents assigned or released:

AFN 151472 BOOK 255 PG 644

☐ Additional numbers on page _____ of document.

12/16/03

GRANTOR(S):

PAT AND ED BIGGS

☐ Additional names on page _____ of document.

GRANTEE(S):

LEONARD & CATHY SNODDERLY

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

S14T4NR7E

☒ Complete legal on page 2 of document.

TAX PARCEL NUMBER(S):

04071400020000 2M 6/18/08

☐ Additional parcel numbers on page _____ of document.

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

REAL ESTATE EXCISE TAX

N/A

JUN 18 2008

PAID

N/A

Chadwick Deputy
SKAMANIA COUNTY TREASURER

Lease Agreement
With
Purchase Option

By this Agreement made and entered into on the date set forth below by and between Edwin and Patricia Biggs and the marital community composed thereof, hereinafter referred to as Lessor, and Leonard Snodderly and Cathy Snodderly and the marital community composed thereof, hereinafter referred to as Lessee.

Lessor leases to Lessee a portion of the property known as Tax Parcel 04 07 14 0 0 01,00 00 and being legally described in whole as follows:

Beginning at a point marked by an iron pipe, which is 1320 feet North and 20 feet East from the quarter corner on the West line of Section 14, Township 4 North, Range 7 E.W.M; thence north 660 feet: thence East 970 feet: thence West to the point of beginning.

All situate in Skamania County, Washington. The portion of said property subject to the lease agreement with purchase option, hereinafter the premises, consisting of seven (7) acres, more or less, being generally described as starting at the South boundary of the above property and continuing to the meander line of the creek bed to the North together will all improvements and appurtenances situated therein and thereon. Lessor, Lessee, understand that nothing in this lease agreement with purchase option is intended to grant Lessee any interest in the balance of the above described property consisting of 6.8 acres, more or less and that Lessee's interest is confined and limited to the portion thereof described herein as premises.

Said Lease shall be for a Term of ten (10) years, to commence on October 1, 2005 and to end on October 1, 2015, at midnight; provided that, if the Lessee exercises the purchase option granted herein below, then the lease shall be deemed terminated at the closing of the sale of the premises the lessee.

Section One
Rent

Lessee agrees to pay, without demand, to Lessor as rent for the premises the sum of six hundred fifty U.S. Dollars (\$650.00) per month in advance of the first day of each calendar month beginning October 1, 2005, with said payment to be timely delivered to the Lessor at 502 Leete Road, Carson, Washington 98610 or at such other place as Lessor may designate. Of this monthly amount, \$650.00, will be credited toward the down payment, if and only if, the lessee timely exercises the purchase option granted herein below. If the lessee does not timely exercise the purchase option, then said amount shall be deemed rent and shall not be refundable to Lessee.

If during the time of the lease with option to buy the rent payment is not made in a timely manner all previous payments will be deemed rent and the credited amount for down payment will begin from the beginning of rent payments.

Additionally, Lessee shall pay all expenses, of any nature, associated with the premises; including, without limitation all real estate taxes and assessment, property insurance having limits sufficient for full replacement of the existing improvements and for the full replacement of all future improvements made to the premises by the Lessee.

Additionally, Lessee agrees to pay Lessor's expense of preparing this Lease Agreement with purchase Option.

Lessee has been advised that the premises are a portion of the property presently assessed as Tax Parcel 04 07 14 00 0100 00. One half of any and all real estate taxes assessed to the land holdings of said property shall be payable by the Lessee during the term of this lease. All real estate taxes assessed to any building or improvements on property will be payable by the Lessee during the term of this lease.

Lessee shall, upon written request of the Lessor provide proof of insurance and that Lessee is timely paying all said expenses associated with the premises.

Section Two Quiet Enjoyment

Lessor covenants that upon the Lessee's payment of the rent and upon the performance of the covenants contained in this Lease Agreement Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.

Section Three Use of Premises

The premises shall be used and occupied by Lessee personally and exclusively as a private single family residence. Neither the premises nor any part of the premises shall be used at any time during the term of the lease by Lessee for the purpose of carrying on any business, profession, or trade of any, or for any purpose other than as a private single family residence without the written approval of Lessor.

The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises. No unlawful activity shall be conducted on or about the premises.

During the term of this lease agreement, the Lessee shall not cut or otherwise harvest any timber situated on or about the premises without first obtaining the advance written consent from the Lessor. No minerals or other asset on or about the premises may be removed from the premises or sold without first obtaining the advance written consent from both the Lessor.

Section Four Number of Occupants

Lessee agrees that the premise shall be occupied by no more than Leonard, Cathy, and Anthony Snodderly without the advance written consent of the Lessor.

Section Five Condition of Premises

Lessee represents the Lessee has examined the premises and title of record to the premises, including the grounds and all building and improvements. Lessee hereby accepts the premises as is with all faults and without warranty of any nature.

Section Six Assignment and Subletting

Without the advance written consent of Lessor, Lessee shall not assign the lease stated herein below, or sublet or grant any concession or license to use the premises or any part other premises. As used herein, "assign" includes all subletting arrangements. Both the lease Agreement and its purchase option are personal to the Lessee.

Any consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license.

Any assignment, subletting, concession, or license without the prior written consent of Lessor, or any assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate the lease agreement.

Section Seven Alterations and Improvements

During the term of this lease, Lessee shall make no alterations to the premises or construct any building or make any other improvements on the premises without the advance written consent of Lessor.

All alterations, changes, and improvements built, constructed, or placed on or about the premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise proved by written agreement between Lessor and Lessee, be the property of Lessor and remain upon the demised premise at the expiration or earlier termination of the lease.

Section Eight Damage to Premises

If the premises, or any part of the premises, shall be damaged by fire or other casualty the premise shall be promptly repaired by lessee.

Section Nine Dangerous Materials

Lessee shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Section Ten Utilities

Lessee shall be responsible for arranging utility accounts in Lessee's own name, paying all charges and expenses for all utility services accruing during the term.

Section Eleven Maintenance and repair

Lessee will, at Lessee's sole expense, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal of this lease. In particular, Lessee shall keep the fixtures in the house or on or about the premises in good order and repair.

Lessee agrees that no signs shall be placed or painting done on or about the premises by Lessee or at Lessee's direction without the advance written consent of Lessor.

Section Twelve Animals

Lessee shall keep no domestic or other animals on or about the premises without the advance written consent of Lessor, except as follows: family pets.

Section Thirteen Right of Inspection

Lessor shall have the right at all reasonable times during the term of the lease and any renewal of the lease to enter the premises for the purpose of inspecting the premises. Any inspection shall be upon not less than twenty four (24) hours advance written notice to the Lessee.

Section Fourteen Display of Signs

If Lessee does not exercise the purchase option then, during the last ninety (90) days of the term and thereafter, Lessor shall have the privilege of displaying :For Sale: signs on the premises and showing premises to prospective purchasers or tenant.

Section Fifteen Subordination of Lease

Lessor will not entered into any agreements or encumbrances on premises involved in lease agreement without the written consent and knowledge of Lessee.

Section Sixteen Holdover by Lessee

If Lessee fails to exercise the purchase option and if Lessee remains in possession of the premises, or in possession of any portion thereof, with the consent of Lessor after the natural expiration of this lease, a new tenancy from month to month shall be agreed between Lessor and Lessee which shall be subject to the terms and conditions of this lease agreement. All past payments will then be considered rent and there will be no refund to Lessee, all future payment will also become rental payments.

Section Seventeen Surrender of Premise

If Lessee does not timely exercise the Purchase Option then, at the expiration of the term, Lessee shall quit and surrender the premises in as good condition as they were at the commencement of this lease, reasonable use and wear and damages by the elements excepted.

Section Eighteen Default

If any default is made in the payment of rent, or any part of the rent, at the times specified in this lease, or if any default is made in the performance of or compliance with any other term of condition of this lease, the lease, at the option of Lessor, shall terminate and forfeited, and Lessor may re-enter premise and remove all persons and persona property from the premises, Lessee shall be given advance written notice of any default or breach.

Termination and forfeiture of the Lease shall not result if, within ten (10) days following Lessee's receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction with a reasonable time.

Section Nineteen Abandonment

If at any time during the term of this lease Lessee abandons the premises, Lessor may enter the premises by any means without being liable for any persecution for such

entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, Lessor's discretion relet the premises for the whole or part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Lessor's option hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. The premises will be considered abandoned if Lessee is no longer living on property and has not notified Lessor of any changes in living arrangements.

If this right of re-entry is exercised following abandonment of premises by Lessee, the Lessor may consider any personal property belonging to the Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

Section Twenty Binding Effect

The covenant and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties and all covenants are to be construed as conditions of this lease agreement.

Section Twenty One Governing Law

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

Section Twenty Two Purchase Options

Lessee shall have the right and option to purchase the premises together with all improvements thereon and right thereto, subject to the terms of this purchase option and in consideration of the Lessee's full, faithful and timely performance of all obligations and undertakings stated in the lease agreement.

This Option to purchase the premises may be exercised at the removal of the Timber Harvest Moratorium.

The Lessee will be responsible for expenses in closing the purchase option. This will include obtaining the approval of a short plat segregating the premises from the property so that free and clear title to the premises may be conveyed. The Lessee agrees to pay all expenses incident to and reasonably related to the short plat and the creation of separate legal status for the premises including but not limited to the costs of surveying the property.

Lessee may purchase premises by mortgage held by Lessor or any responsible lending institution of choice. If Lessor holds mortgage, Lessee agrees to pay any cost involved in establishing said mortgage. Lessor has offer to hold mortgage without interest payments and will accept the payment of six hundred fifty U.S. Dollars (\$650.00) until sale price has been met.

The option price for the premises is one hundred eighty five thousand dollar U.S. (\$185,000.00). All payments made before option is taken will be deemed the down payment for the property. There is no set amount of payments needed for the option to be exercised. The mortgage amount will be the remaining amount from original purchase price. Lessee agrees to pay any charges by Skamania County for establishing the mortgage, plus the cost of recording title, applicable excise tax , and the escrow Agent's fee for closing the transaction, execute the promissory note for the balance of the option price, and execute a Deed of Trust on the premises as security for Lessee' faithful payment of the promissory note.

The Lessee will also pay for the standard policy of title insurance containing only the printed exceptions usually and customarily found in such policies, and will also pay the cost of recording the Deed of Trust.

The Lessee shall have the right to purchase the premises as proved herein if Lessee has delivered to Lessor notice of their intent. If for any reason the option of purchase is not able to go forward then this lease agreement will be of no further legal effect.

Section Twenty Three
Modification of Agreement

Any modification of this lease agreement with purchase option or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

In witness where of, each party to this lease agreement with purchase option has cause it to be executed on the date indicted below.

Leonard Snodderly
Lessee




Cathy Snodderly
Lessee



Edwin Biggs
Lessor



Patricia Biggs
Lessor



Sandy Seaman
Ex. Stator

