

AGREEMENT made this 8TH day of 1981, by and between R-J Land Development, Inc., a Washington Corporation, and Marion Z. Lamb and Dorothy A. Lamb, husband and wife, Sellers, and Ray E. Dooley, a single man, Purchaser,

WHEREAS, Sellers and Purchaser have entered into a Real Estate Purchase and Sale Agreement for the followingdescribed real property located in Skamania County, State of Washington:

"See Attached"

NOW, THEREFORE, in consideration of Purchaser's agreement to buy, and Sellers' agreement to sell said property, the parties hereto agree as follows:

- 1. Purchaser shall repair the roof and replace the outside chimney of the dwelling located on said property within six (6) months of the date of closing of sale.
- 2. Purchaser shall install new siding on said residence within twelve (12) months of this Agreement, provided that Purchaser must obtain Sellers prior written approval of the siding material to be used.
- Purchaser shall paint and thereafter maintain all outbuildings in a condition satisfactory to Sellers, and Sellers shall further have the right upon reasonable notice to restrict Purchaser's use of said outbuildings, or require Purchaser to remove said outbuildings at his own expense.
- 4. Purchaser shall obtain Sellers prior written approval of any and all future additions or improvements to said real property, including those to the residence or outbuildings.
- 5. Purchaser agrees that he shall not use the property for commercial farming.
- 6. The provisions of paragraphs three, four, five and six herein shall constitute covenants to run with the land, and the demands and costs of improvements above referred to shall be a charge on the same in whosoever hands it shall be at the time of such improvements or demands.
- 7. Should Purchaser fail to make such improvements or repairs as required herein, Sellers may, upon twenty (20) days' written notice to Purchaser, cause such repairs or improvemen's to be completed, and charge the expenses incurred thereby to Purchaser. The expenses shall constitute a lien upon said property upon filing of a certificate of expenses by the Sellers with the Skamania County Auditor, and shall bear interest at the

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statutory rate for Judgments until fully satisfied.

8. Should any obligation or provision herein be referred to an attorney for collection or enforcement, the defaulting party agrees to pay all reasonable attorney's fees and costs incurred thereby, including the cost for obtaining a title report.

"SELLERS"

"PURCHASER"

E. DOOLEY

R-J LAND DEVELOPMENT, AND Position:

Drwin Gessen

MARION Z. LAMB

DOROTHY A. LAMB

STATE OF WASHINGTON)

COUNTY OF CLARK

On this day personally appeared before me Irwin Jessen and to me known to be the President & Secretary respect-

ively of R-J Land Development, Inc., the corporation described in the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 8th day or

Notary Public in and for the State of Washington residing at Vancouver.

STATE OF WASHINGTON)

COUNTY OF CLARK

On this day personally appeared before me Marion Z. Lamb and Dorothy A. Lamb, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein

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mentioned.

SUBSCRIBED AND SWORN to before me this W. day of

Notary Public in and for the State of Washington residing at Vancouver.

STATE OF WASHINGTON)

COUNTY OF CLARK

On this day personally appeared before me Ray E. Dooley, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

May of.

Notary Public in and for the State of Washington residing at Vancouver.

COUNTY OF WASHINGTON) SS.

COUNTY OF SKAMANIA) SS.

COUNTY OF SKAMANIA) SS.

INSTRUMENT OF WRITING FILED BY

OF ATTEMPT OF W

Indexed, Dir. Indirect
Recorded
Mailed

DESCRIPTION SK-12331

THAT PORTION OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE SOUTH ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 82.14 FEET TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO SKAMANIA COUNTY UNDER AUDITOR'S FILE NO. 85938, AND TO THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG, SAID NORTH-SOUTH CENTERLINE, 251.56 FEET TO A POINT THAT IS 333.70 FEET SOUTH OF SAID CENTER OF SECTION 9; THENCE EAST, PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 9, A DISTANCE OF 223.00 FEET; THENCE SOUTH PARALLEL WITH SAID NORTH-SOUTH CENTERLINE, 250.00 FEET; THENCE WEST, PARALLEL WITH SAID EAST-WEST CENTERLINE, 378,00 FEET TO A POINT ON THE WEST LINE OF THE EAST 155.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 9, AS MEASURED AT RIGHT ANGLES TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9; THENCE NORTH PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 191.00 FEET; THENCE NORTH 55012'39' EAST, 115.68 FEET, MORE OR LESS TO A POINT THAT IS 327.14 FEET SOUTH AS MEASURED ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9 AND 60.00 FEET WEST, AS MEASURED AT RIGHT ANGLES TO SAID NORTH SOUTH CENTERLINE, FROM THE CENTER OF SAID SECTION 9; THENCE NORTH, PARALLEL WITH SAID NORTH-SOUTH CENTERLINE, 245 FEET, MORE OR LESS, TO THE SOUTH LINE OF A TRACT CONVEYED TO SKAMANIA COUNTY UNDER AUDITOR'S FILE NO. 85938; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 60 FEET TO THE TRUE POINT OF BEGINNING.

BEING LOT 3 OF JAMES ROMAN SHORT PLAT RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 150, UNDER AUDITOR'S FILE NO. 90245, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

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