



93418

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 80 PAGE 610

1-5-9-300

THIS CONTRACT, made and entered into this 23rd day of November, 1981  
between R-J Land Development, Inc, a Washington Corporation, as to an undivided 2/3 interest  
and Marion Z. Lamb and Dorothea A. Lamb, husband and wife, as to an undivided 1/3  
interest hereinafter called the "seller," and Thomas F. Lyons and Dorothy Karen Lyons, husband and wife  
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described  
real estate, with the appurtenances, in Skamania County, State of Washington:

Lot No. 3 of the R-J Land Development, Short Plat No. 2, recorded May 27, 1981, at page  
5 of Book 3 of Short Plats under Auditors File No. 92494 Records of Skamania County,  
Washington.

Subject to easements, covenants and restricts - see Exhibit A attached.  
Subject to Road Maintenance Agreement - see Exhibit B attached.

Transaction in compliance with County sub-division ordinances.  
Skamania County Assessor - By: *[Signature]*

The terms and conditions of this contract are as follows: The purchase price is Forty one thousand five hundred  
and no/100 dollars (\$41,500.00) Dollars, of which  
Twelve thousand four hundred fifty and no/100 dollars (\$12,450.00) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
Three hundred fifty and no/100 (\$350.00) Dollars,  
or more at purchaser's option, on or before the 1st day of January, 1982  
and Three hundred fifty and no/100 dollars (\$350.00) Dollars,  
or more at purchaser's option, on or before the first day of each succeeding calendar month until the balance of said  
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the  
rate of 12% per cent per annum from the day of December, 1981,  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.  
(see additional terms)  
All payments to be made hereunder shall be made at  
or at such other place as the seller may direct in writing.

8561  
No. TRANSACTION EXCISE TAX SEE ATTACHED ADDITIONAL TERMS

DEC 4 1981  
Amount Paid \$415.00

Skamania County Treasurer  
By *[Signature]* *[Signature]*

As referred to in this contract, "date of closing" shall be December 4, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee  
hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or  
other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the  
purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to  
the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's  
benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

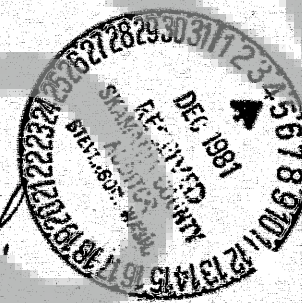
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assignee shall be held to any  
covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant  
or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and  
attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon,  
and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a  
failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after  
payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the  
seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements  
damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment  
of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable  
time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard  
form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price  
against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the  
following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be  
made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by  
this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any  
mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default,  
the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the  
payments next falling due the seller under this contract.



ROLL 121981B  
MARRIAGE APPLICATIONS  
ONLY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS



(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purchaser a statutory warranty  
part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other  
than the seller, and subject to the following.

deed to said real estate, excepting any

Covenants, conditions, restrictions, easements and road maintenance agreement of  
record and recorded in Skamania County.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

R-J LAND DEVELOPMENT, INC., a Washington  
Corporation

BY: Thomas F. Lyons

BY: Dorothy Karen Lyons

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Clark

ss.

On this day personally appeared before me

Thomas F. Lyons and Dorothy Karen Lyons, husband and wife,

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of December, 1981.

Frank C. Messick  
Notary Public in and for the State of Washington

residing at

Vancouver

STATE OF WASHINGTON,

ss.

County of Clark

STATE OF WASHINGTON,

County of Clark

ss.

On this 3rd day of December, 1981, before me, the undersigned, a Notary

Public in and for the State of Washington, duly commissioned and sworn, personally appeared

MARION Z. LAMB

to me known to be the individual described in and who

executed the within instrument for him self and also as the Attorney in Fact for DOROTHY A. LAMB

and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed

for him self, and also as his free and voluntary act and deed as Attorney in Fact for said

DOROTHY A. LAMB

in the capacity and for the uses and purposes therein mentioned, and that said

principal is not deceased nor incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above

written.

Frank C. Messick  
Notary Public in and for the State of Washington, residing at Vancouver



## ADDITIONAL TERMS

1. Seller shall deposit with the escrow agent (Land Title Company of Clark County) a fully executed warranty deed to the Property which is the subject hereof. Such deed shall be free and clear of all liens and encumbrances, except those placed upon the Property or suffered by the Purchaser subsequent to the date of this Contract and excepting items I through IV of Exhibit "A."
2. All payments to be made hereunder shall be made to a collection account at Washington State Bank, Vancouver Mall Branch. All such payments shall in their entirety be used to reduce that portion of the mortgage described in item V of Exhibit "A" hereto which has been allocated to the Property sold hereunder.
3. When the balance due hereunder is reduced to \$20,000. Seller shall deliver to Purchaser a warranty deed to the property in the form described in paragraph 1 above. If Seller does not deliver such deed, Purchaser may cause the escrow agent to record and deliver to Purchaser the escrowed deed. Purchaser shall deliver to Seller a promissory note for the remaining balance due. Under such note Purchaser shall continue to make monthly payments of \$350 including interest on the diminishing balance at 12 percent. Seller shall bear the cost of preparing such documents in a form acceptable to Purchaser's attorney. At closing Seller shall deliver to Purchaser a written statement by the Washington State Bank indicating that it will release its mortgage on the Property sold hereunder when the remaining balance due under this agreement is \$20,000.
4. In the event Purchaser shall be delinquent more than fifteen (15) days in making any payment, a late charge of \$25 shall be made. The late charge shall be computed monthly on all sums which are delinquent.
5. The principal balance of this contract together with all accrued or unpaid interest shall be due and payable in full on or before December 4, 1984. *See DWL 11/11/84*
6. The Property sold under this agreement is subject to the terms, covenants, and provisions of that certain instrument described in item II of Exhibit "A" hereto. Seller warrants to Purchaser that Ray E. Dooley, a single man, will comply with such terms, covenants, and provisions by January 1, 1983.

ROLL 1219818

MARRIAGE APPLICATIONS  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS



7. The Property sold hereunder is subject to a Road Maintenance Agreement as described in item IV of Exhibit "A" hereto. Under such agreement the parties are to share equally the cost of maintaining the road described therein. That road provides access to sixteen (16) lots including the one purchased by Purchaser hereunder. Seller warrants such maintenance agreement applies to all sixteen (16) lots. Seller desires to clarify that Purchaser shall only be required to bear one-sixteenth (1/16) of the repair and maintenance cost for the road. Prior to the sale of all sixteen (16) lots, if repairs or maintenance are conducted entirely upon that portion of the road which is east of the Property purchased by Purchaser hereunder, Purchaser shall not be responsible for any such cost. Seller shall hold Purchaser harmless from all cost due to road maintenance in excess of the allocations as provided hereunder.
8. At closing Seller shall provide Purchaser with a current Sewage Disposal Permit (PERC).
9. Seller shall subordinate its interest in the Property under this agreement or its deed of trust covering the Property, whichever the case may be, to the lien of a construction, development and/or permanent mortgage or deed of trust of a lender; provided, however, that the funds secured thereby must be loaned for the purpose of making improvements to the real property.



EXHIBIT "A"

I.  
EASEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES, AS GRANTED BY INSTRUMENT  
RECORDED : FEBRUARY 20 1981  
RECORDING NO. : PAC 576 : W OF DEEDS, UNDER AUDITOR'S  
FILE NO. 17006  
RECORDS OF : SKAMANIA COUNTY, WASHINGTON  
TO : NORTHWESTERN ELECTRIC COMPANY, A CORPORATION  
AFFECTS : THE EAST 1/2 E 1/2 NE 1/4 SW 1/4, THE EXACT  
LOCATION OF WHICH CANNOT BE DETERMINED OF RECORD.

II.  
EASEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AS ESTABLISHED BY INSTRUMENT  
RECORDED : MAY 18, 1981  
RECORDING NO. : 92462 BOOK 79 PAGE 720  
RECORDS OF : SKAMANIA COUNTY, WASHINGTON  
FOR : AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES  
AFFECTS : THE SOUTH HALF OF SECTION 9 TOWNSHIP 1 NORTH  
RANGE 5 E.W.M. THE EXACT LOCATION OF WHICH CANNOT  
BE DETERMINED OF RECORDS.

III.  
COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT  
DATED : MAY 8, 1981  
RECORDED : MAY 11, 1981  
RECORDING NO. : 92428 BOOK 79 PAGE 690  
RECORDS OF : SKAMANIA COUNTY, WASHINGTON  
EXECUTED BY : R-J LAND DEVELOPMENT, INC., A WASHINGTON CORP-  
ORATION, DOUGLAS M. RAY SECRETARY AND IRWIN  
JESSEN PRESIDENT

IV.  
AGREEMENT ENTERED INTO BY AND BETWEEN R-J LAND DEVELOPMENT, INC., A WASHINGTON CORPORATION, MARION Z. LAMB AND DOROTHY A. LAMB  
DATED : MAY 8, 1981  
RECORDED : MAY 11, 1981  
RECORDING NO. : 92432 BOOK 6 PAGE 440  
RECORDS OF : SKAMANIA COUNTY, WASHINGTON  
PROVIDING : ROAD MAINTENANCE AGREEMENT SEE ATTACHED

ROLL 1219816  
MARRIAGE APPLICATIONS  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS



EXHIBIT "A" (continued)

V. MORTGAGE TO SECURE AN INDEBTEDNESS OF \$146,813.64 AND ANY INTEREST ADVANCES OR OTHER OBLIGATIONS SECURED THEREBY

Dated: September 25, 1980

Recorded: October 3, 1980

Recording No.: Book 57 of Mortgages, Page 460, Auditor's File No. 91370

Records of: Skamania County, Washington

Mortgagor R-J Land Development, Inc., a Washington corporation, and Marion Z. Lamb and Dorothy A. Lamb, husband and wife

Mortgagee: Washington State Bank (includes other property)



ROAD MAINTENANCE AGREEMENT

AGREEMENT made this 23 day of November, 1981  
by and between the following parties:

R-J LAND DEVELOPMENT, INC., a Washington corporation, MARION Z. LAMB AND DOROTHY A. LAMB, and THOMAS F. LYONS and DOROTHY LYONS, husband and wife, and their heirs, successors and assigns

WHEREAS, the parties hereto have an interest in, i.v ownership or easement or use upon that certain private roadway located in Skamania County, State of Washington, as depicted on the attached plat marked Exhibit "A", attached hereto and incorporated by reference herein, and more particularly described as follows:

SEE EXHIBIT "C"

WHEREAS, the parties desire to share the costs and expenses of maintaining said private road,

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties shall share equally as provided herein in the costs and expenses of maintaining the above-described road in good repair equal to its present condition and conforming to the Skamania County road standards for short plats applicable at the time of the road's construction.
2. No prior consent of the parties shall be necessary for repair of chuck holes. The party undertaking such chuck hole repairs shall be entitled to reimbursement from the others for their proportionate share of the reasonable costs incurred in such repair.
3. All remaining repairs and maintenance shall be the responsibility of the parties herein only upon the prior written approval and consent of seventy-five percent (75%) of the parties.
4. Upon such written consent for repairs other than for chuck holes, the parties shall designate an agent to obtain estimates for, contract for, contract for and oversee the repairs and maintenance authorized under this Agreement. Compensation of the agent, if any, shall be paid out of the total agreed liability of the parties hereto.
5. The agent shall not proceed with a contract for such repairs or maintenance until seventy-five percent (75%) of the parties have approved the contract amount in writing. After receipt of such approval, the agent shall have the right to demand payment from the parties for their proportionate share of the contract price of such repair or maintenance prior to incurring any costs or expenses for said work.
6. The agent shall furnish a faithful performance bond in the amount of the contract amount for repairs or maintenance from a good and sufficient surety, the premiums to be paid out of the total agreed liability of the parties hereto.
7. Any liability of the parties for personal injury to the agent hereunder, or to any workman employed to make repairs under this Agreement, or to third persons, as well as any liability of the parties for damage to the property of the agent, or any such workman, or of any third person, as a result of or arising out of repairs and maintenance under this agreement, shall be borne, as between the parties, in equal shares. Liability insurance in an amount to be agreed upon between the parties and the agent prior to the undertaking of any repairs or maintenance hereunder shall be obtained from an insurer authorized to issue the same under the laws of the State of Washington. Premiums therefor shall be paid out of the total agreed liability of the parties hereto.



8. Each of the parties agree to indemnify the other against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

9. Accounting by agent. The agent shall furnish to the parties hereto written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses on the completion of such repairs or maintenance.

10. This Road Maintenance Agreement shall run with the land of the property served by the easement described herein and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns.

11. Should any party to this Agreement fail to pay their share of costs and expenses as provided herein, the amount or such obligation shall become a lien upon the property of such party, and bear interest in the amount provided by statute for judgments, and may be foreclosed upon by the agent on behalf of the non-defaulting parties.

12. 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.

IN WITNESS WHEREOF, the respective parties have executed this instrument the date hereinabove first written.

R-J LAND DEVELOPMENT

BY [Signature]

Marion Z. Lamb  
Marion Z. Lamb

Dorothy A. Lamb  
Dorothy A. Lamb

Marion Z. Lamb  
By Marion Z. Lamb Attorney-In-Fact

Thomas F. Lyons  
Thomas F. Lyons

Dorothy Lyons  
Dorothy Lyons

STATE OF WASHINGTON) SS  
COUNTY OF KING) THE WITHIN

Shirley C. Smith  
Stinson

3:50 12-4-81

deeds 80

WASH.

Gary Choe  
COUNTY AUDITOR

E. Mayfield DEPUTY

Registered  
Index OK  
Rec'd OK  
Filed

ROLL 1219815

MARRIAGE APPLICATIONS  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS



EXHIBIT "C"

93418

An Easement for ingress, egress and utilities over, under and across the following described tract, to wit:

Beginning at a 3/4 inch iron pipe with aluminum cap at the center of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington; thence South 01° 40' 50" East along the North-South centerline of Section 9, 75.83 feet to the Southeast corner of the "Skamania County Tract" as described under Auditor's File No. 85938; thence South 88° 45' 58" West along the South line of said "Skamania County Tract" 30.04 feet to the TRUE point of beginning of said easement centerline; thence South 01° 40' 50" West, 153.23 feet; thence along the arc of a 144.38 foot radius curve to the right for an arc distance of 139.73 feet; thence along the arc of a 144.38 foot radius curve to the left for an arc distance of 139.73 feet to a point on the West line of the "Roman Short Plat" as recorded in Book 2 of Short Plats at Page 150; thence South 04° 53' 26" East, 172.28 feet; thence along the arc of a 160 foot radius curve to the right for an arc distance of 89.93 feet; thence South 27° 18' 41" West, 308.98 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 71.63 feet; thence South 01° 39' 39" West parallel with and 30 feet East of the West line of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 9, 455.09 feet; thence South 88° 15' 54" East, 20.00 feet to the center of a 50 foot radius cul-de-sac at the terminus of said centerline at a point which bears North 42° 31' 17" West 400.49 feet from a 3/4 inch iron pipe at the South quarter corner of Section 9.

UNRECORDED

ROLL 1219818  
MARRIAGE APPLICATIONS  
DAILY RECORDINGS  
BOARD OF COUNTY COMMISSIONERS