



WHEN RECORDED RETURN TO:

J Ladd Davis, Esq.

Rushton, Stakely, Johnston & Garrett, P.A.

Post Office Box 270

Montgomery, Alabama 36101-0270

DOCUMENT TITLE(S)

Restrictive Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

HIX SNEDEKER DEVELOPMENT LLC, an Alabama limited liability company

☐ Additional names on page _____ of document.

GRANTEE(S):

JAMBO TRADING, LLC, a Washington limited liability company

☐ Additional names on page _____ of document.

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

Ptn. Sec 20, T3N, R8E W.M.

☐ Complete legal on page 9 & 10 of document.

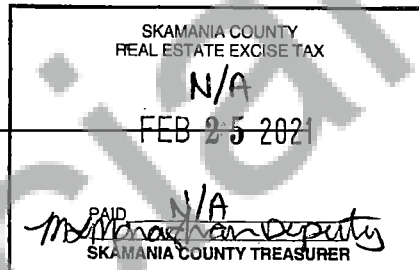
TAX PARCEL NUMBER(S):

03-08-20-2-1-0100-00 and 03-08-20-2-1-0200-00



☐ 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.



This instrument was prepared by:
J. Ladd Davis, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJ&G File No. 7681-465

RESTRICTIONS AGREEMENT

THIS RESTRICTIONS AGREEMENT (the "Agreement") is made this 25 day of February, 2021 by and between **HIX SNEDEKER DEVELOPMENT LLC**, an Alabama limited liability company (hereinafter referred to as "HSC"), and **JAMBO TRADING, LLC**, a Washington limited liability company (hereinafter collectively referred to as "Seller").

WITNESSETH:

WHEREAS, HSC is the owner of that certain tract or parcel of land lying and being in Skamania County, Washington, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "HSC Tract"); and

WHEREAS, SELLER is the owner of certain tracts or parcels of land situated adjacent to the HSC Tract and lying and being in Skamania County, Washington, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter collectively referred to as the "SELLER Tract"; the HSC Tract and the SELLER Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, HSC and SELLER desire to establish certain restrictions and rights benefiting and burdening the Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, HSC and SELLER do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, restrictions and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. All references to HSC and SELLER herein shall include such party's successors and assigns in ownership of the HSC Tract and SELLER Tract,

respectively.

2. Restrictions on SELLER Tract. SELLER covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the SELLER Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including, but not limited to, Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market or Walmart Express. SELLER further covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the SELLER Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) intentionally deleted; (f) intentionally deleted; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on HSC Tract or SELLER Tract, except that any usual paging system be allowed; (h) intentionally deleted; (i) intentionally deleted; (j) any labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) intentionally deleted; (n) intentionally deleted; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) intentionally deleted; (r) intentionally deleted; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

Seller further covenants and agrees not to allow any part of the SELLER Tract to be used as access, whether by easement or otherwise, serving other property, which other property is being used, leased, rented, or occupied for one or more of the restrictions set forth in this Paragraph 2.

3. Remedies. In the event SELLER fails to perform their obligations under this Agreement or otherwise breaches the terms of this Agreement, HSC may notify SELLER and shall specify the breach. If such failure or breach is not cured within ten (10) days after receipt of such notice, then HSC shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses (including attorney's fees and costs) related thereto from SELLER. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, no notice shall be required prior to HSC commencing such work or commencing a cure. Any monetary amounts due and payable to HSC pursuant to this Agreement shall be paid within ten (10) days from the date SELLER is notified of the amounts due. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies any party may have hereunder or under law or equity by reason of such breach.

4. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

5. Notices. Any notice permitted or required hereunder shall be made in writing and sent to the receiving party at the address set forth below by nationally recognized overnight courier or Certified Mail, return receipt requested, and shall be deemed given by either party to the other within one (1) business day after the same is deposited with a nationally recognized overnight courier or within two (2) business days after the same is deposited in the United States Mail as Certified, return receipt requested, with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. The addresses of the parties are as follows:

HSC:

Hix Snedeker Development LLC
805 Trione Avenue
Daphne, Alabama 36526
Attn: Legal

Copy to:

J. Ladd Davis, Esq.
Rushton Stakely Johnston & Garrett, P.A.
184 Commerce Street
Montgomery, Alabama 36104

SELLER:

JAMBO TRADING, LLC
4004 NE 4th Street,
Suite #107-375
Renton, Washington 98056

Copy to:

6. Miscellaneous.

(a) This Agreement shall be governed in accordance with the laws of the State of Washington.

(b) The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

(c) This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the consent of DG Strategic VII, LLC, so long as it, its affiliates, successors and/or assigns is leasing the HSC Tract. Time is of the essence of this Agreement.

(d) Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the HSC Tract and/or SELLER Tract, whether or not such interest is reflected upon the public records of Skamania County, Washington, will be conclusively deemed to have consented and agreed to each and every term and condition contained

herein, whether or not any reference to this Agreement is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the HSC Tract, SELLER Tract or any portions thereof.

(e) If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(f) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of HSC and SELLER that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of HSC and SELLER. Nothing contained in this Agreement, expressed or implied, shall confer upon any person, other than HSC and SELLER any rights or remedies under or by reason of this Agreement. This Agreement does not restrict the use and development of the SELLER Tract except as stated herein.

(g) In the event any party shall now or hereafter own, acquire or otherwise take title to the Property, this Agreement shall survive and shall not be terminated or defeated by any doctrine of merger.

[EXECUTION AND ACKNOWLEDGMENT BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

HSC:

HIX SNEDEKER DEVELOPMENT LLC,
an Alabama limited liability company

By: *[Signature]*

Print Name: Haymes S. Snedeker

Its: Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I certify that I know or have satisfactory evidence that *Haymes S. Snedeker* is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Hix Snedeker Development LLC, an Alabama limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

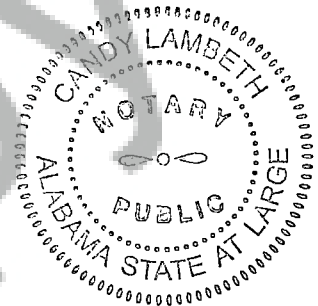
Given under my hand and official seal this 23 day of February, 2021.

Candy Lambeth
Notary Signature

Notary Printed Name: Candy Lambeth

Notary Public in and for the State of Alabama residing in Daphne, AL

My Commission Expires: 7/6/24



[EXECUTION AND ACKNOWLEDGMENT CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

SELLER:

JAMBO TRADING, LLC
a Washington limited liability company

By: [Signature]
Print Name: Sveta Patel.
Its: Member

STATE OF _____
COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Jambo Trading, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Signature
Notary Printed Name: _____
Notary Public in and for the State of _____ residing in _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

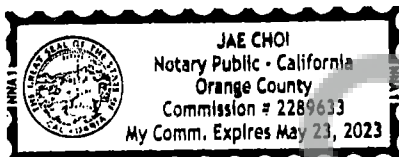
State of California

County of Orange

On 02/23/2021 before me, Jae Choi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sveta Patel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Restrictions Agreement

Document Date: 02/22/2021 Number of Pages: 6

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
 Signer is Representing: _____

EXHIBIT "A"
TO RESTRICTIONS AGREEMENT

(HSC TRACT)

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 347 FEET; THENCE WEST 239 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER 347 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST 239 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN WIND RIVER HIGHWAY AND METZGER ROAD.

ALSO EXCEPT THE WEST 15 FEET AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 158, PAGE 529.

BEING MORE PARTICULARLY DESCRIBED PURSUANT TO AN AS SURVEYED LEGAL DESCRIPTION, AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 0°53'19" WEST, 347.00 FEET; THENCE SOUTH 89°58'01" WEST, 73.85 FEET TO THE WESTERLY RIGHT OF WAY OF THE WIND RIVER HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°32'17" WEST, 150.36 FEET; THENCE NORTH 0°55'19" EAST, 317.00 FEET TO THE SOUTH RIGHT OF WAY OF METZGER ROAD; THENCE SOUTH 89°32'17" EAST, 140.40 FEET, ALONG SAID SOUTHERN RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF WIND RIVER HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 5,654.53 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°12'48" AN ARC DISTANCE OF 317.12 FEET ALONG SAID WESTERLY RIGHT OF WAY, WITH A LONG CHORD BEARING SOUTH 0°52'41" EAST A DISTANCE OF 317.08 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
TO RESTRICTIONS AGREEMENT

(SELLER TRACT)

PARCEL II

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 20, 239 FEET WEST OF THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20; THENCE SOUTH PARALLEL TO THE EAST LINE OF SECTION 20, 347 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 20, 214 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 20, 347 FEET TO THE NORTH LINE OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 214 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN METZGER ROAD.

TOGETHER WITH THAT PORTION CONVEYED TO SHIRLEY JAMES BY INSTRUMENT RECORDED IN BOOK 158, PAGE 529.