

137916

BOOK 198 PAGE 468

RETURN ADDRESS:

WASHOUGAL SCHOOL DIST. 112
2349 B STREET
WASHOUGAL WA 98671
ATTN. BOB DONALDSON

FILE
SEA
JFC Architects
Apr 19 1 54 PM '00
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. DECLARATION OF COVENANT
2. _____
3. _____
4. _____

GRANTOR(S) (Last name, first, then first name and initials)

1. WASHOUGAL SCHOOL DISTRICT 112
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. PUBLIC
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

2-5-31-4-200
SE 4 SEC 31 T2N R5E

☒ Complete Legal on Page 4 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

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

Return Address:

Washougal School District 112

2349 B Street

Washougal, WA 98671

Declaration of Covenant

We the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

We the grantor herein, are the owner in fee simple of the following described real estate situated in Skamania County, State of Washington; to wit:

Existing school of approximately 31,000 Square Feet

Construct Addition to School of 51,000 Square Feet

Site Size 49.63 Acres

on which the grantor owns and operates a well and waterworks supplying water for public use located on said real estate, at:

Cape Horn-Skye School

9731 Washougal River Road

Washougal, WA 98671

and grantor is required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices herein after enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor agrees and covenants that said grantor, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks, drain-fields, underground storage tanks, roads, railroad tracks, vehicles, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

(Continued on next page)

(DECLARATION OF COVENANT, continued)

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand _____ this 29 day of MARCH, 2000

x Robert J. Donnan (Seal)

_____ (Seal)

State of Washington)

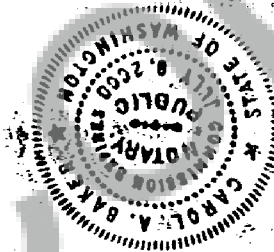
County of CLARK)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 29 day of MARCH, 2000 personally appeared before me Robert Donnan to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN, under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington, residing at Washougal

My Commission Expires: Carol A. Baker 7/8/00



ed real estate, situated in the County of Skamania, State
ington:

That portion of the Southeast Quarter (SE $\frac{1}{4}$) of
Section 31, Township 2 North, Range 5 E. W. M.,
described as follows:

Beginning at a point on the east and west
center line south 86° 06' west 942.6 feet
from the quarter corner on the east line of
the said Section 31; thence south 86° 06'
west 578.61 feet; thence south 01° 11' west
2088.4 feet to the center line of that certain
road now designated as State Secondary Highway
No. 8-B; thence south 65° 31' east following
said road 643.73 feet; thence north 01° 11'
east 2,446.5 feet to the point of beginning;
said tract containing 30 acres, more or less.

Also:

Skamania, Washington,
the following described real estate, situated in the County of Skamania, State of
Washington:

Beginning at a point on the East and West center line, South 86° 06'
West 1521.21 feet from the East 1/4 Section Corner of Section 31,
Township 2 North, Range 5 E.W.M. Thence South 86° 06' West along the
center line 448.8 feet to the Northeast corner of the land sold to
J. P. Morgan, recorded in Book "X" Page 271 of the Skamania County
Deed Records; thence South 1° 11' West along the easterly line of
the J. P. Morgan Tract 1810.85 feet to the center line of the County
Road, now (State Highway 8B); thence South 65° 31' East 499.42 feet;
thence leaving the said road North 1° 11' East 2088.4 feet to the
point of beginning. Containing 20 acres.
EXCEPTING therefrom that portion owned by the State Highway.

EXCEPT there is hereby reserved to Grantors the merchantable timber
on the above described property, together with the right of ingress
and egress as necessary to remove said timber, for a period of one (1)
year from the date hereof; Provided, if Grantee notifies Grantors in
writing of their intention to build school buildings on any part of
the above described property, not exceeding 5 acres in area, Grantors
will remove the merchantable timber from the building site within 60
days after written notice.