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BOOK 212 PAGE 271

RETURN ADDRESS:

Port of Skamania County
P.O. Box 1099
Stevenson, WA 98648

FILED FOR RECORD
SKAMANIA CO. WASH.
BY Port of Skamania County

JUL 11 3 29 PM '01

P. Laury
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Covenant Agreement

2. _____

3. _____

4. _____

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

1. Washington State Department of Trade & Economic Development

2. _____

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

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

1. Port of Skamania County

2. _____

3. _____

4. _____

☐ Additional Names on Page _____ of Document.

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

Lot I-3 F.A. Addition to relocated North Bonneville

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02 07 1900030500

☐ 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.

ATTACHMENT D: PROPERTY COVENANT

When Recorded Return To:

Washington State Department of Community,
Trade and Economic Development
Office of Trade and Economic Development
Economic Development Division
128 10th Avenue Southwest
Post Office Box 42525
Olympia, Washington 98504-2525

Attention: Tina Cohen (360/725-4051)

Columbia River Gorge National Scenic Area Act
Economic Development Program

Grantor: Washington State Department of Trade and Economic Development

Grantee: Port of Skamania County

Legal Description (abbreviated): Parcel #02 07 19000 30500 Lot 1 1-3 relocated North Bonneville.

Contract Number: F01-75100-336

This Covenant Agreement ("Covenant Agreement") is made by the Port of Skamania County ("Grantee") and is part of the consideration for the financial assistance provided by the Department of Community, Trade and Economic Development, a department of the State of Washington ("Department"), to the Port of Skamania County pursuant to a Columbia River Gorge National Scenic Area Economic Development Grant, Contract Number F01-75100-336 ("Contract"), for the purchase of real property ("Property") legally described as follows:

Lot 1-3 of the Fifth Addition to the Plat of Relocated North Bonneville, according to the recorded Plat thereof, recorded in Book B of Plats, Page 51 in the County of Skamania and State of Washington.

This Covenant Agreement will be filed and recorded in the official public land records of Skamania County, Washington, and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant Agreement, in perpetuity.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantee, his successors and assigns heirs, grantees, or less es of the Property, beginning at the time of purchase and continuing in perpetuity. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

1. The property as described above shall be used as a multi-purpose facility for businesses, and for no other purpose.

2. The Port will keep any records and make any reports relating to compliance with the Covenant Agreement that the Department may reasonably require.
3. DEFAULT: If a violation of any of the foregoing covenant occurs, the Department may, after thirty days notice to the Grantee, institute and prosecute any proceeding at law or equity to abate, default the grant, prevent, or enjoin any such violation or to compel specific performance by the Grantee of its obligations hereunder; provided that, the Grantee shall not be required by any provision herein to evict a tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS HEREOF, the Port of Skamania County has executed this Covenant Agreement on the
15th day of June, 2001.

WITNESS:

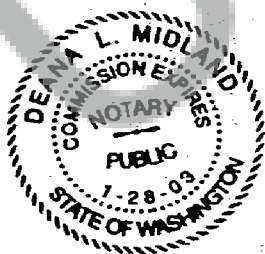
By: Anita Gahimer

Print Name: Anita Gahimer

Title: Executive Director

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this day personally appeared before me, Anita Gahimer, known to be the Executive Director, of the Port of Skamania County, the corporation that executed the instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.



DATED: June 15, 2001

Deana L. Midland
Notary Public in and for the State of Washington,

Residing in the county of Skamania

My appointment expires: 1-28-03