

After recording return to:

City of Stevenson
PO Box 371
Stevenson, WA 98648

COVENANT

A **COVENANT** to the City of Stevenson from **Port of Skamania County, a Washington Municipal Corporation (“Port”)**, agreeing that certain land which it owns and which is hereinafter described shall be subject to the conditions herein set forth.

WHEREAS, City contributed City lodging tax funds in the sum of Two Hundred Thousand Dollars (\$200,000.00) for the acquisition of the real property set forth below, and it is the parties intent that for as long as that property is maintained as a public park, Port shall have no obligation to reimburse the City for the property acquisition costs; and

WHEREAS, while the Port operates park property along the Stevenson waterfront, its primary mission is economic development and it wishes to reserve the right to obtain a release of this covenant if in the future the property is needed for commercial or industrial purposes; and

WHEREAS, provided City receives its original contribution to purchase the property, the consideration City receives in the form of the public benefit of the park and the Port’s maintenance obligations is sufficient.

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

That Port, property owner, hereby covenants to the City of Stevenson as follows, on behalf of itself and all of its heirs and assigns unto whose ownership any such land might pass, it being specifically covenanted that this is a perpetual covenant running with the land herein described:

1. That **Port** is the owner of the following described real property (“Subject Property”) in the City of Stevenson, Skamania County, Washington, to-wit:
Full Legal Description: See Attached

Tax Parcel #: 03753633060000

Address: 21 NE Cascade Avenue, Stevenson, WA 98648

2. Port covenants and agrees to maintain the Subject Property as a public park in perpetuity. PROVIDED, HOWEVER, the Port shall have the absolute right for the City to release this Covenant upon Port's payment to City of the sum of Two Hundred Thousand Dollars (\$200,000.00), to be deposited in City's Lodging Tax Fund (or such other fund as permitted by law). City shall fully release this Covenant within thirty (30) days following payment in full of the above sum and shall record its release with the Skamania County Auditor.
3. For as long as this Covenant shall be in force, Port agrees to maintain the Subject Property as a public park, and shall perform such repair and maintenance of the Subject Property commensurate with other Port park property such as Teo Park and Bob's Beach.
4. This covenant shall be filed and recorded with the Skamania County Auditor so that it will appear as a covenant within the chain of title for the real property described herein.
5. This Covenant may be enforced by the City and the Port in all or any of the following ways, at its option:
 - a. By bringing charges in Skamania County District Court for failure to observe the terms of this Covenant, filing such charges as violations of the zoning ordinance. Penalties to include, but not limited to, a cumulative penalty per violation per day, plus any court and attorney fees and disbursements associated with collection, at trial and on appeal.
 - b. By bringing a civil suit in Skamania County Superior Court for damages or for an injunction or other appropriate relief to enforce the terms of this covenant. In that event, the prevailing party shall be entitled to its attorney fees and disbursements at trial and on appeal.
 - c. By specific performance, where applicable.
6. Legal Representation. The Port and City understand and acknowledge the drafter of this agreement, Kenneth B. Woodrich of Kenneth B Woodrich PC, represents both parties and is acting as a scrivener in this transaction. He has not participated in the negotiation of this contract, and the parties understand that in the event of a dispute arising hereunder, Mr. Woodrich will be unable to represent either party. Both parties have been advised to seek independent legal advice concerning the parties' rights and responsibilities herein.

City of Stevenson:

By Frank Cox, Mayor

Property Owner:

Port of Skamania County

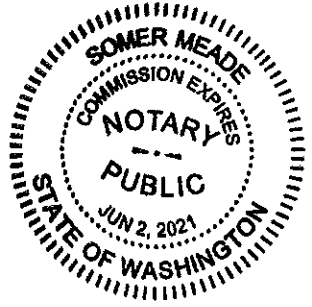
Pat Albaugh
By Pat Albaugh, Executive Director

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Pat Albaugh signed this instrument as Executive Director of the Port of Skamania County, a Washington Municipal Corporation, and acknowledged that he is authorized to execute such, and acknowledged it to be a free and voluntary act of the agency for the uses and purposes mentioned in this instrument.

Dated this 16th day of August, 2017.

Somer Meade
Notary's Signature
My appointment expires: 6/2/21



136817

BOOK 194 PAGE 943

FILED IN RECORDS
SKAMANIA COUNTY WASH.
BY Kipinski & Woodrich
Nov 15 3 04 PM '99
GARY H. OLSON
AUCTOR

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

REAL ESTATE EXCISE TAX
20530

NOV 10 1999

PAID Exempt

SKAMANIA COUNTY TREASURER

Document Title(s) or transactions contained therein:

~~Affidavit~~
Quit Claim Deed.

Grantor(s): [Last name first, then first name and initials]

Gallipo, Dale

Grantee(s): [Last name first, then first name and initials]

Gallipo, Beverly

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4]

Lots 16, 17, 18, 19, and 20 of Block 3 of Riverview Addition to the Town of Stevenson

Section 36, Township 3 North, Range 7 1/2 ERM

Section 6, Block 3 Complete Legal Description on Page 1.

Reference Number(s) of Documents Assigned or Released:
{Bk/Pg/Aud#}

Exempt
Ordered
Recorded
Filed
Noted

Assessor's Property Tax Parcel/Account Number(s):

03-75-36-3-3-0600-00