

THIS INDENTURE WITNESSETH that The Longview Company, a corporation organized under and existing by virtue of the laws of the State of Washington, party of the first part, hereinafter called the "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by CLARENCE HALVERSON, a single man, party of the second part, hereinafter called the "Grantee", for performance of the covenants and agreements hereinafter set out to be performed by the Grantee, his heirs and assigns, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the Grantee, his heirs and assigns, the following described premises situate, lying and being in the City of Longview, County of Cowlitz, State of Washington, to-wit:

The Westerly half of Tract No. Forty-eight (48), Ocean Beach Highway, more particularly described as follows: Beginning at a point North 88 degrees 50 minutes 39 seconds East 1684.21 feet and North 01 degree 09 minutes 21 seconds West 50 feet from a monument set to mark the intersection of 15th Avenue and Ocean Beach Highway, as shown by the Plat of Longview No. 9 on file at the office of the Auditor of Cowlitz County, Washington; and running thence North 01 degree 09 minutes 21 seconds West 381.60 feet to a point on the Southerly right of way line of the Columbia and Cowlitz Railroad; thence Easterly along said right of way line 50.825 feet; thence South 01 degree 09 minutes 21 seconds East 390.75 feet; thence South 88 degrees 50 minutes 39 seconds West 50 feet to the point of beginning, containing 0.45 acres, more or less,

TO HAVE AND TO HOLD the said premises, with all their appurtenances, unto the Grantee, his heirs and assigns, forever.

The Grantor, for itself and its successors, does hereby covenant to and with the Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances except the liability to future assessment by Consolidated Diking Improvement District No. 1, of Cowlitz County, Washington, for maintenance purposes, and claims, if any, arising out of the act of the Grantee; and that it will WARRANT AND DEFEND the title thereto against all lawful claims whatsoever, not based on any encumbrances above mentioned and arising prior to April 14, 1935.

It is specifically agreed that Grantor shall have the right and privilege to impose such conditions, restrictions and covenants not, in the opinion of the Grantor, inconsistent with its beneficial use and enjoyment for residential and agricultural purposes, upon the use, enjoyment, occupancy and improvement of said property as in Grantor's judgment shall be desirable, including the restriction of ownership or occupancy to persons of the white race, and such conditions, restrictions and covenants may be included in the plat hereinafter referred to, and the Grantee covenants and agrees to observe and comply with said reservations and restrictions and to perform the covenants insofar as they are binding upon him as the owner of the land hereby conveyed. Should Grantor at any time prepare and file for record a plat including the property hereinabove described, the Grantee hereby agrees to join with the Grantor in the filing of said plat.

A part of the consideration for the execution of this deed by the Grantor are the covenants and agreements hereinafter contained, made and entered into by the Grantee, by his acceptance of this deed, for himself, his heirs and assigns.

1. Any dwelling constructed on said land shall cost not less than \$1,000.00 and no building shall be situated closer than thirty (30) feet from the front property line.

2. For a Building Code, the "Electrical Code", Washington.

3. No building shall be erected in accordance with plans, writing by the Grantor.

4. All of the covenants shall run with the owners and occupants of this instrument and every future deed or

5. It is understood that the restrictions and obligations, express and implied, shall be taken to include

Where reference is made to its successors and assigns. The masculine gender shall be taken to include

IN WITNESS whereof, the Grantor has hereunto set his hand and seal, and the Assistant Secretary of the State of Washington, at the City of Olympia, this 14th day of April, 1935.

Attest: Assistant Secretary of State

STATE OF WASHINGTON
County of

On this 14th day of April, 1935, at the City of Longview, Washington, I, the Assistant Secretary of State, do hereby certify that the foregoing is a true and correct copy of the original of the within and foregoing deed, as the same appears from the records of the State of Washington.

IN WITNESS whereof, I have hereunto set my hand and seal, at the City of Olympia, this 14th day of April, 1935.

2. For a Building Code, the parties hereto adopt the "Building Code", the "Electrical Code", and the "Plumbing Code" of the City of Longview, Washington.

3. No building shall be constructed on the property covered by this deed not in accordance with the Building Code aforesaid adopted by the parties hereto, and no building shall be constructed not in accordance with plans and specifications therefor first approved in writing by the Grantor.

4. All of the covenants on the part of the Grantee herein contained shall run with the land hereby conveyed and bind all subsequent owners and occupants thereof in like manner as though the provisions of this instrument were recited and stipulated at length in each and every future deed or other instrument of grant and conveyance.

5. It is understood and agreed that the placing of the foregoing restrictions and conditions on the land hereby conveyed entails no obligation, expressed or implied, upon the Grantor to place the same restrictions and conditions upon any other land owned by it.

Where reference is made to the Grantor, it is intended to include its successors and assigns, and where to the Grantee, his heirs and assigns. The masculine pronoun, where used in this instrument, shall be taken to include the feminine and neuter.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be subscribed in its behalf by its Vice-President, ~~xx~~ thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 14th day of December, 1937.

THE LONGVIEW COMPANY

By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary



STATE OF WASHINGTON)
County of Cowlitz) SS.

On this 14th day of December, 1937, before me personally appeared S. M. Morris and S. E. Ellis, to me known to be the Vice President and Assistant Secretary, respectively, of The Longview Company, the corporation that executed the within and foregoing 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 they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington, residing at Longview.

