

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Dolores V. Flagg Revocable Living Trust dated February 14, 1997
Grantee:	Clark County, Washington
Legal Description:	TL 31, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185422-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," entered into pursuant to the Clark County Habitat Ordinance, CCC 13.51.030, whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that certain riparian zones shown on the plot plan of Lot 31 in Section 22, Township 3 North, Range 1 East of the Willamette Meridian will be maintained in their natural state for the purpose of supporting fish and wildlife populations.

The Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described.

1. The Owners are the sole and exclusive owners of the following described property located in Clark County, State of Washington: Lot 31 located in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, and recorded with the Clark County Auditor as Tax Serial No. 185422-000. For a legal description see Exhibit "A." A plot plan of said real property generally showing the location of riparian zones is attached as Exhibit "B".

2. It is the purpose of this covenant to require that certain riparian zones as shown on the aforementioned plot plan will be maintained in natural state in order to preserve and protect the riparian ecosystem for the purpose of supporting fish and wildlife populations.

3. Consistent with the purpose of this covenant, riparian zones shall be maintained in a natural state. Unless otherwise approved by the Director of Planning for the County, the following activities shall not occur within such areas: the construction of any structure; the removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material; the drainage, intentional flooding, or disturbing of the water level or water table; or the destruction or alteration of vegetation through clearing, harvesting, intentional burning, or grazing: provided, however, that the foregoing shall not be construed to prohibit the pruning or removal of dead, dying or diseased trees and shrubs, the harvesting of wild crops in a manner that is not injurious to natural production of such crops, or the planting of native vegetation which is indigenous to the area.

4. Intentionally left blank.

5. Nothing in this covenant shall be construed to provide for public use of, or entry into, the riparian zones as shown on the above-referenced plot plan. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant; provided that the owners, their successors or assigns, are given at least 24-hours advance notice of any such entry.

6. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.

7. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

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IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the
day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

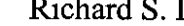
Dolores V. Flagg Revocable Living Trust
dated February 14, 1997

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Dolores V. Flagg
Dolores V. Flagg, Trustee

APPROVED AS TO FORM ONLY:

ARTHUR CURTIS
Prosecuting Attorney

By: 
Richard S. Lowry
Deputy Prosecuting Attorney

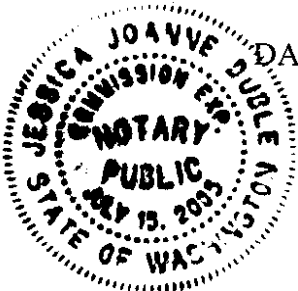
STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Dolores v. Flagg signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/20/08

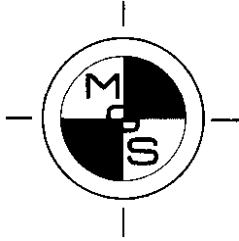


Jessica J. Duble
Notary Public in and for the State of Washington
residing at Vancouver, WA
My appointment expires: July 15, 2005





3505343
Page: 14 of 66
08/27/2002 10:53A
Clark County, WA



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 1316.54 feet to the North line of said Northwest quarter;

Thence South $89^{\circ}04'05''$ East, for a distance of 657.57 feet to the Northeast corner of said Southwest quarter;

Thence South $01^{\circ}43'06''$ West, along the East line of said Southwest quarter for a distance of 642.17 feet to the TRUE POINT OF BEGINNING;

Thence South $55^{\circ}48'27''$ East, for a distance of 49.29 feet;

Thence South $57^{\circ}18'24''$ East, for a distance of 27.06 feet;

Thence South $60^{\circ}41'21''$ East, for a distance of 28.88 feet;

Thence South $62^{\circ}22'15''$ East, for a distance of 38.42 feet;

Thence South $67^{\circ}29'25''$ East, for a distance of 75.09 feet;



PLAT

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Clark County, WA

Thence South $66^{\circ}43'43''$ East, for a distance of 54.60 feet;

Thence South $67^{\circ}42'55''$ East, for a distance of 11.45 feet;

Thence South $45^{\circ}25'15''$ East, for a distance of 19.59 feet;

Thence South $20^{\circ}13'37''$ West, for a distance of 47.28 feet;

Thence South $75^{\circ}27'53''$ West, for a distance of 34.81 feet;

Thence North $80^{\circ}44'11''$ West, for a distance of 107.30 feet;

Thence North $76^{\circ}43'46''$ West, for a distance of 85.02 feet;

Thence North $46^{\circ}46'55''$ West, for a distance of 33.18 feet;

Thence North $22^{\circ}28'12''$ West, for a distance of 19.64 feet to the said East line;

Thence North $01^{\circ}43'06''$ East, along said East line for a distance of 118.17 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

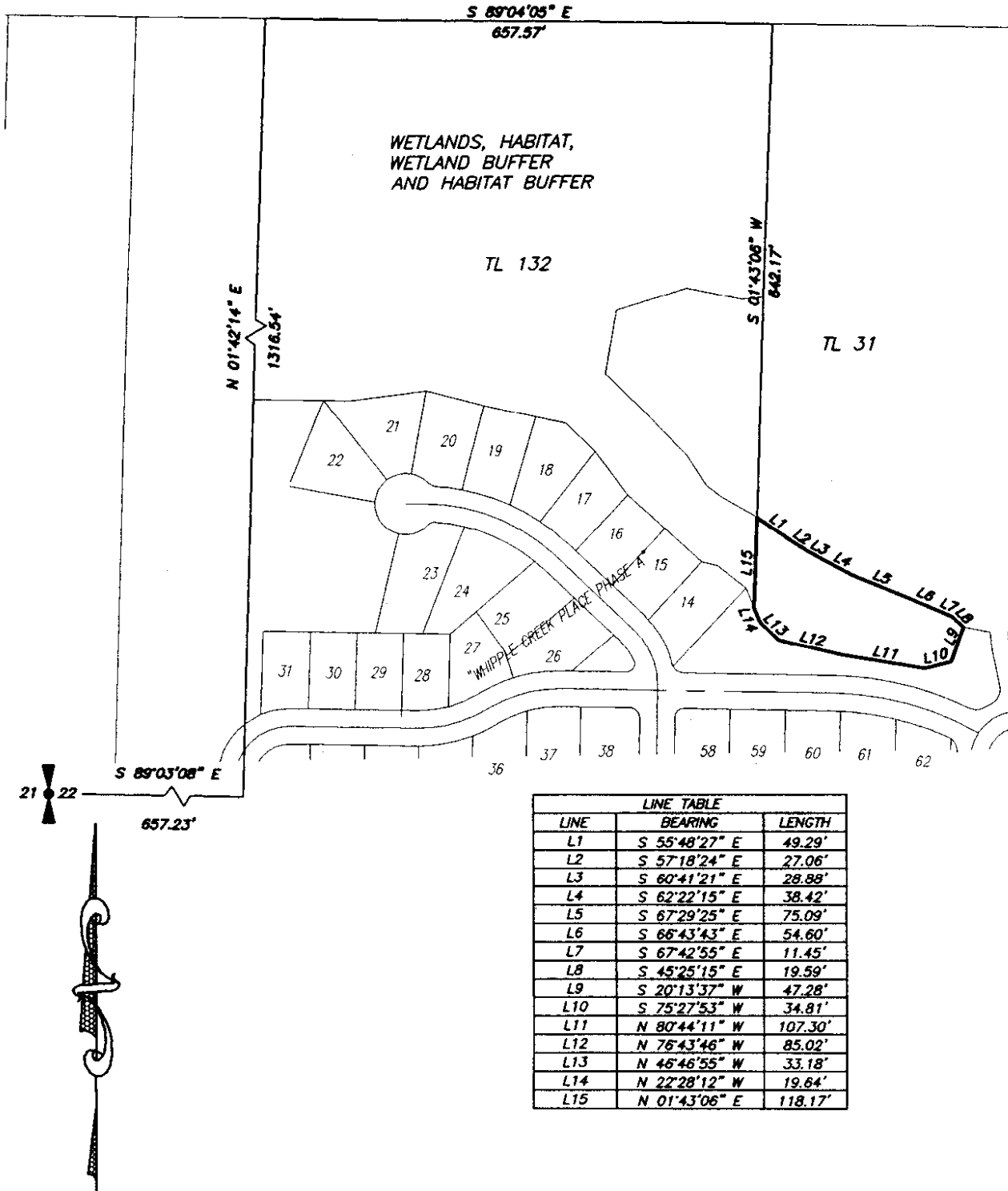


6-17-02

EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 55°48'27" E	49.29'
L2	S 57°18'24" E	27.06'
L3	S 60°41'21" E	28.88'
L4	S 62°22'15" E	38.42'
L5	S 67°29'25" E	75.09'
L6	S 66°43'43" E	54.60'
L7	S 67°42'55" E	11.45'
L8	S 45°25'15" E	19.59'
L9	S 20°13'37" W	47.28'
L10	S 75°27'53" W	34.81'
L11	N 80°44'11" W	107.30'
L12	N 76°43'46" W	85.02'
L13	N 46°46'55" W	33.18'
L14	N 22°28'12" W	19.64'
L15	N 01°43'06" E	118.17'

NOT TO SCALE

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Dolores V. Flagg Revocable Living Trust dated February 14, 1997
Grantee:	Clark County, Washington
Legal Description:	TL 31, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185422-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner(s) Dolores V. Flagg, Trustee of the *Dolores V. Flagg Revocable Living Trust dated February 14, 1997*, of certain real property described in Exhibit "A," on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agree that this covenant shall run with the land. It is the purpose of this covenant that certain wetland and streams and their associated buffer areas as shown in Exhibit "B" will be maintained in a protected state as follows:



1. A physical demarcation along the upland boundary of the buffer area shall be installed and thereafter maintained. Such demarcation may consist of logs, a tree or hedge row, fencing or other prominent physical marking approved by the Director of Planning for the County. Any change to the type of demarcation shall similarly be approved by the Director of Planning.
2. Consistent with the purpose of this covenant, the following activities shall not occur within wetlands, streams and their associated buffers unless otherwise approved by the Director of Planning for the County.
 - a. the removal, excavation, grading, dredging, dumping, discharging, or filling of soil, sand, gravel, mineral, organic matter, or any material in excess of fifty (50) cubic yards or impacting more than one (1) acres of wetland or buffer, except where undertaken for maintenance (but not construction) of drainage ditches or for emergency utility repair.
 - b. the construction of a structure, provided, that this shall not apply to the reconstruction of damaged or destroyed structures or the expansion of a residential structure or accessory residential structure on a lawfully established pre-existing lot;
 - c. the construction of stormwater management facilities;
 - d. the destruction or alteration of wetlands vegetation through clearing, harvesting; intentional burning, or planting of vegetation that would alter the character of the wetland or buffer. Provided, however that the foregoing shall

not apply to the following activities undertaken in a manner which minimizes impacts:

- i. the pruning or removal of dead, dying or diseased trees and shrubs
 - ii. the harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation, or the planting of native vegetation which is indigenous to the area.
 - iii. the removal or eradication of noxious weeds so designated in Title 7 of Clark County Code or other exotic nuisance plants including non-native blackberries.
 - iv. site investigative work necessary for land use application submittals such as surveys, soil logs and percolation tests.
 - v. the construction of trails which shall be pervious or elevated when located within wetlands.
 - vi. emergency fire control or utility repair
 - vii. activities of the mosquito control district.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the wetland or buffer areas shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant: provided that owners or their heirs, successors or assigns are given at least 24-hours advance notice of any such entry.



PUBLIC WORKS

PLAT

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Clark County, WA

4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

Dolores V. Flagg Revocable Living Trust
dated February 14, 1997

By:

Michael V. Butts,
Development Services Manager
Community Development

By:

Dolores V. Flagg, Trustee

APPROVED AS TO FORM ONLY:

ARTHUR CURTIS

Prosecuting Attorney

By:

Richard S. Lowry
Deputy Prosecuting Attorney

CLAR0230.D04.wpd

FLAGG/CLARK COUNTY

CONSERVATION COVENANT RUNNING WITH THE LAND - 4



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Page: 21 of 66
08/27/2002 10:53A
Clark County, WA

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Dolores v. Flagg signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/20/02

Jessica Duble

Notary Public in and for the State of Washington,
residing at Vancouver, WA
My appointment expires: July 15, 2005

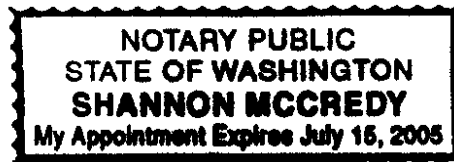


DEVELOPER INDEMNITY: Whipple Creek Properties, L.L.C., developer of the above-referenced parcel, whose development proposal has resulted in the requirement of this covenant, shall indemnify and hold harmless Byron Miller & Linda L. Miller, from and against any expenses incurred in complying with this covenant, provided that any such expenses are first tendered in writing to Whipple Creek Properties, L.L.C.

Whipple Creek Properties, L.L.C.

By: 
Randy S. Clarno

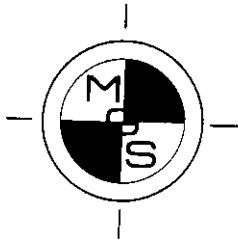
STATE OF WASHINGTON)
) ss.
County of Clark)



On this 24 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: June 24, 2002 By: 

Notary Public in and for the State of Washington
residing at Vancouver



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 1316.54 feet to the North line of said Northwest quarter;

Thence South $89^{\circ}04'05''$ East, for a distance of 657.57 feet to the Northeast corner of said Southwest quarter;

Thence South $01^{\circ}43'06''$ West, along the East line of said Southwest quarter for a distance of 642.17 feet to the TRUE POINT OF BEGINNING;

Thence South $55^{\circ}48'27''$ East, for a distance of 49.29 feet;

Thence South $57^{\circ}18'24''$ East, for a distance of 27.06 feet;

Thence South $60^{\circ}41'21''$ East, for a distance of 28.88 feet;

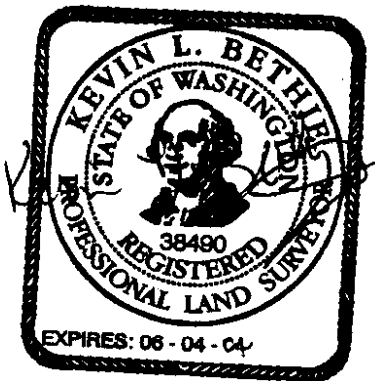
Thence South $62^{\circ}22'15''$ East, for a distance of 38.42 feet;

Thence South $67^{\circ}29'25''$ East, for a distance of 75.09 feet;



Thence South $66^{\circ}43'43''$ East, for a distance of 54.60 feet;
Thence South $67^{\circ}42'55''$ East, for a distance of 11.45 feet;
Thence South $45^{\circ}25'15''$ East, for a distance of 19.59 feet;
Thence South $20^{\circ}13'37''$ West, for a distance of 47.28 feet;
Thence South $75^{\circ}27'53''$ West, for a distance of 34.81 feet;
Thence North $80^{\circ}44'11''$ West, for a distance of 107.30 feet;
Thence North $76^{\circ}43'46''$ West, for a distance of 85.02 feet;
Thence North $46^{\circ}46'55''$ West, for a distance of 33.18 feet;
Thence North $22^{\circ}28'12''$ West, for a distance of 19.64 feet to the said East line;
Thence North $01^{\circ}43'06''$ East, along said East line for a distance of 118.17 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



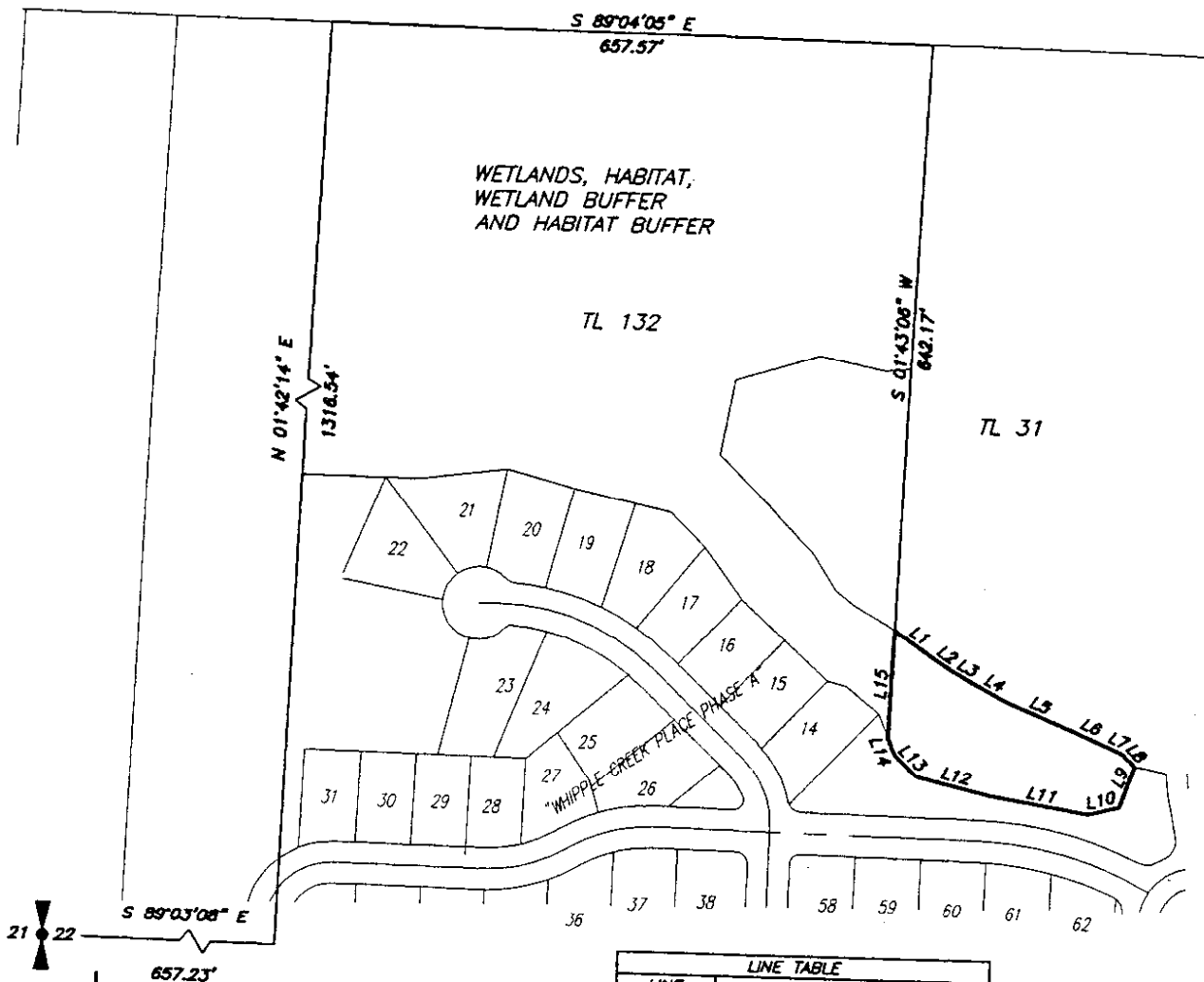
6-17-02



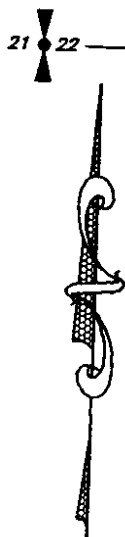
EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 55°48'27" E	49.29'
L2	S 57°18'24" E	27.06'
L3	S 60°41'21" E	28.88'
L4	S 62°22'15" E	38.42'
L5	S 67°29'25" E	75.09'
L6	S 66°43'43" E	54.60'
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L8	S 45°25'15" E	19.59'
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L10	S 75°27'53" W	34.81'
L11	N 80°44'11" W	107.30'
L12	N 75°43'46" W	85.02'
L13	N 46°46'55" W	33.18'
L14	N 22°28'12" W	19.64'
L15	N 01°43'06" E	118.17'



NOT TO SCALE



FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Owner:	Byron Miller & Linda L. Miller
Beneficiary:	Clark County, Washington
Legal Description:	TL 132, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185532-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," entered into pursuant to the Clark County Habitat Ordinance, CCC 13.51.030, whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that certain riparian zones shown on the plot plan of Lot 132 in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, will be maintained in their natural state for the purpose of supporting fish and wildlife populations.

CLAR0230.D01.wpd

MILLER/CLARK COUNTY

CONSERVATION COVENANT RUNNING WITH THE LAND - 1

The Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described:

1. The Owners are the sole and exclusive owners of the following described property located in Clark County, State of Washington: Lot 132 located in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, and recorded with the Clark County Auditor as Tax Serial No. 185532-000. For a legal description see Exhibit "A." A plot plan of said real property generally showing the location of riparian zones is attached as Exhibit "B".
2. It is the purpose of this covenant to require that certain riparian zones as shown on the aforementioned plot plan will be maintained in natural state in order to preserve and protect the riparian ecosystem for the purpose of supporting fish and wildlife populations.
3. Consistent with the purpose of this covenant, riparian zones shall be maintained in a natural state. Unless otherwise approved by the Director of Planning for the County, the following activities shall not occur within such areas: the construction of any structure; the removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material; the drainage, intentional flooding, or disturbing of the water level or water table; or the destruction or alteration of vegetation through clearing, harvesting, intentional burning, or grazing: provided, however, that the foregoing shall not be construed to prohibit the pruning or removal of dead, dying or diseased trees and shrubs, the harvesting of wild crops in a manner that is not injurious to natural production of such crops, or the planting of native vegetation which is indigenous to the area.

4. Intentionally left blank.

5. Nothing in this covenant shall be construed to provide for public use of, or entry into, the riparian zones as shown on the above-referenced plot plan. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant; provided that the owners, their successors or assigns, are given at least 24-hours advance notice of any such entry.

6. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.

7. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

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IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the
day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Byron Miller
Byron Miller

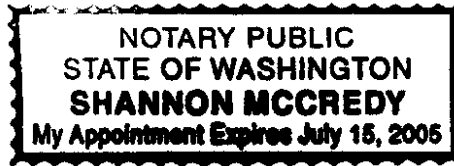
APPROVED AS TO FORM ONLY:

By: Linda L. Miller
Linda L. Miller

ARTHUR CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Richard S. Lowry
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
County of Clark)

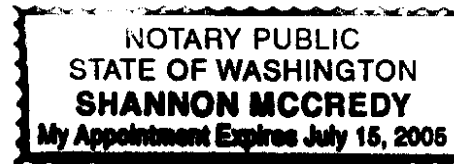


I certify that I know or have satisfactory evidence that Byron Miller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05

STATE OF WASHINGTON)
) ss.
County of Clark)

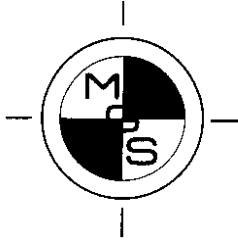


I certify that I know or have satisfactory evidence that Linda L. Miller signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05





**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 820.05 feet to the TRUE POINT OF BEGINNING;

Thence along the Northerly perimeter line of the future plat of "Whipple Creek Place Phase A" the following courses and distances:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;



Thence South $36^{\circ}41'23''$ East, for a distance of 70.60 feet;

Thence South $48^{\circ}06'11''$ East, for a distance of 130.03 feet;

Thence South $74^{\circ}48'43''$ East, for a distance of 21.59 feet;

Thence South $52^{\circ}02'20''$ East, for a distance of 46.13 feet;

Thence South $22^{\circ}28'12''$ East, for a distance of 28.59 feet;

Thence North $01^{\circ}43'06''$ East, leaving said "Whipple Creek Place Phase A" perimeter for a distance of 118.17 feet;

Thence North $55^{\circ}48'27''$ West, for a distance of 8.84 feet;

Thence North $60^{\circ}56'54''$ West, for a distance of 43.57 feet;

Thence North $52^{\circ}52'21''$ West, for a distance of 25.19 feet;

Thence North $32^{\circ}55'09''$ West, for a distance of 48.28 feet;

Thence North $44^{\circ}03'52''$ West, for a distance of 47.98 feet;

Thence North $44^{\circ}11'26''$ West, for a distance of 30.99 feet;

Thence North $45^{\circ}26'27''$ West, for a distance of 40.39 feet;

Thence North $45^{\circ}15'40''$ West, for a distance of 24.23 feet;

Thence North $48^{\circ}55'15''$ West, for a distance of 5.58 feet;

Thence North $09^{\circ}43'09''$ East, for a distance of 83.32 feet;

Thence North $72^{\circ}18'11''$ East, for a distance of 95.95 feet;

Thence South $78^{\circ}11'23''$ East, for a distance of 73.65 feet;

Thence North $84^{\circ}22'56''$ East, for a distance of 28.06 feet to the East line of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}43'06''$ East, along the said East line for a distance of 355.46 feet to the North line of said Southwest quarter;

Thence North $89^{\circ}04'05''$ West, along the North line of said Southwest quarter for a distance of 657.57 feet to said West line;



Thence South 01°42'14" West, along said West line for a distance of 496.49 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



6-17-02



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PUBLIC WORKS

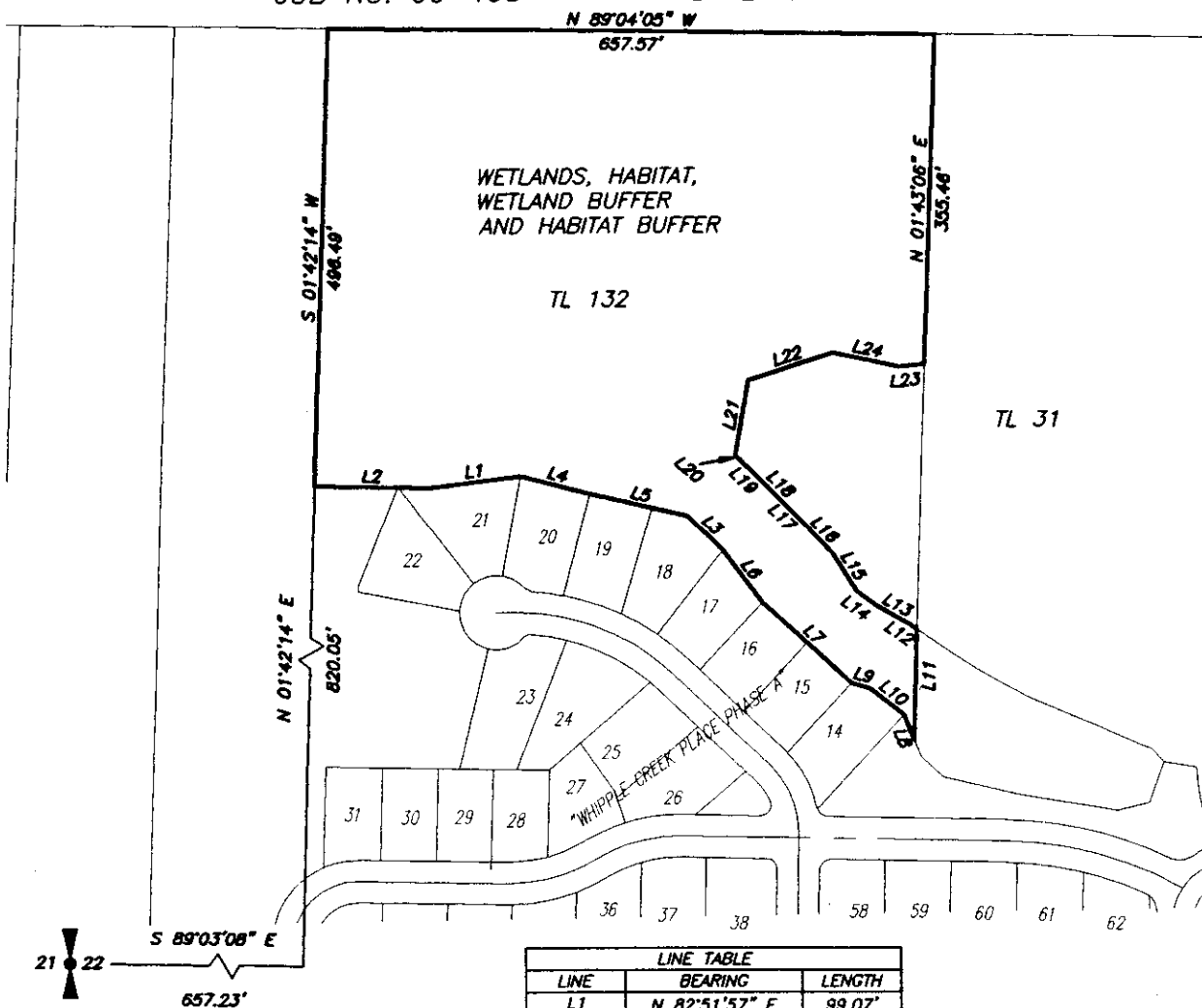
PLAT

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EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°51'57\" E	99.07'
L2	S 89°03'45\" E	124.56'
L3	S 45°38'27\" E	53.43'
L4	S 75°12'56\" E	77.61'
L5	S 77°27'37\" E	108.83'
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L7	S 48°06'11\" E	130.03'
L8	S 22°28'12\" E	28.59'
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L19	N 45°15'40\" W	24.23'
L20	N 48°55'15\" W	5.58'
L21	N 09°43'09\" E	83.32'
L22	N 72°18'11\" E	95.95'
L23	N 84°22'56\" E	28.06'
L24	S 78°11'23\" E	73.65'

NOT TO SCALE

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Byron Miller & Linda L. Miller
Grantee:	Clark County, Washington
Legal Description:	TL 132, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185532-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner(s) Byron Miller & Linda L. Miller of certain real property described in Exhibit "A," on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agree that this covenant shall run with the land. It is the purpose of this covenant that certain wetland and streams and their associated buffer areas as shown in Exhibit "B" will be maintained in a protected state as follows:

1. A physical demarcation along the upland boundary of the buffer area shall be installed and thereafter maintained. Such demarcation may consist of logs, a tree or hedge row, fencing or other prominent physical marking approved by the Director of Planning for the County. Any change to the type of demarcation shall similarly be approved by the Director of Planning.
2. Consistent with the purpose of this covenant, the following activities shall not occur within wetlands, streams and their associated buffers unless otherwise approved by the Director of Planning for the County.
 - a. the removal, excavation, grading, dredging, dumping, discharging, or filling of soil, sand, gravel, mineral, organic matter, or any material in excess of fifty (50) cubic yards or impacting more than one (1) acres of wetland or buffer, except where undertaken for maintenance (but not construction) of drainage ditches or for emergency utility repair.
 - b. the construction of a structure, provided, that this shall not apply to the reconstruction of damaged or destroyed structures or the expansion of a residential structure or accessory residential structure on a lawfully established pre-existing lot;
 - c. the construction of stormwater management facilities;
 - d. the destruction or alteration of wetlands vegetation through clearing, harvesting; intentional burning, or planting of vegetation that would alter the character of the wetland or buffer. Provided, however that the foregoing shall

not apply to the following activities undertaken in a manner which minimizes impacts:

- i. the pruning or removal of dead, dying or diseased trees and shrubs
 - ii. the harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation, or the planting of native vegetation which is indigenous to the area.
 - iii. the removal or eradication of noxious weeds so designated in Title 7 of Clark County Code or other exotic nuisance plants including non-native blackberries.
 - iv. site investigative work necessary for land use application submittals such as surveys, soil logs and percolation tests.
 - v. the construction of trails which shall be pervious or elevated when located within wetlands.
 - vi. emergency fire control or utility repair
 - vii. activities of the mosquito control district.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the wetland or buffer areas shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant: provided that owners or their heirs, successors or assigns are given at least 24-hours advance notice of any such entry.

4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Byron Miller
Byron Miller

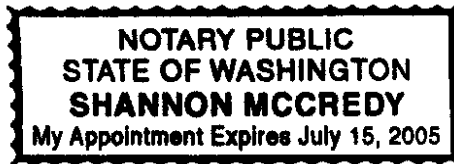
APPROVED AS TO FORM ONLY:

By: Linda L. Miller
Linda L. Miller

ARTHUR CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Richard S. Lowry
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
County of Clark)

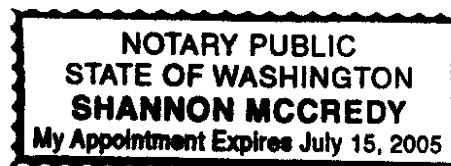


I certify that I know or have satisfactory evidence that Byron Miller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05

STATE OF WASHINGTON)
) ss.
County of Clark)



I certify that I know or have satisfactory evidence that Linda L. Miller signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

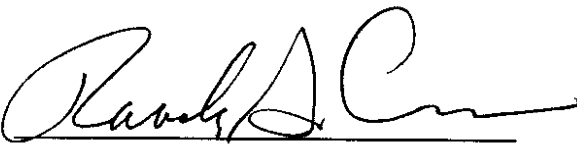
DATED: 6/21/02 Shannon McCredy

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My appointment expires: 7-15-05

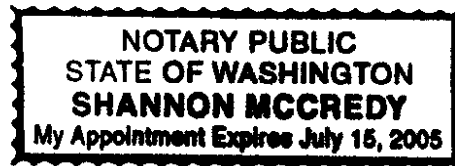


DEVELOPER INDEMNITY: Whipple Creek Properties, L.L.C., developer of the above-referenced parcel, whose development proposal has resulted in the requirement of this covenant, shall indemnify and hold harmless Byron Miller & Linda L. Miller, from and against any expenses incurred in complying with this covenant, provided that any such expenses are first tendered in writing to Whipple Creek Properties, L.L.C.

Whipple Creek Properties, L.L.C.

By: 
Randy S. Clarno

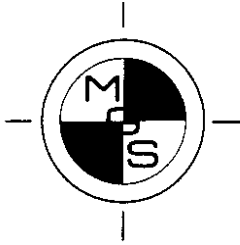
STATE OF WASHINGTON)
) ss.
County of Clark)



On this 24 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: June 24, 2002 By: 

Notary Public in and for the State of Washington
residing at Vancouver



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 820.05 feet to the TRUE POINT OF BEGINNING;

Thence along the Northerly perimeter line of the future plat of "Whipple Creek Place Phase A" the following courses and distances:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;

Thence South 36°41'23" East, for a distance of 70.60 feet;

Thence South 48°06'11" East, for a distance of 130.03 feet;

Thence South 74°48'43" East, for a distance of 21.59 feet;

Thence South 52°02'20" East, for a distance of 46.13 feet;

Thence South 22°28'12" East, for a distance of 28.59 feet;

Thence North 01°43'06" East, leaving said "Whipple Creek Place Phase A" perimeter for a distance of 118.17 feet;

Thence North 55°48'27" West, for a distance of 8.84 feet;

Thence North 60°56'54" West, for a distance of 43.57 feet;

Thence North 52°52'21" West, for a distance of 25.19 feet;

Thence North 32°55'09" West, for a distance of 48.28 feet;

Thence North 44°03'52" West, for a distance of 47.98 feet;

Thence North 44°11'26" West, for a distance of 30.99 feet;

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Thence North 01°43'06" East, along the said East line for a distance of 355.46 feet to the North line of said Southwest quarter;

Thence North 89°04'05" West, along the North line of said Southwest quarter for a distance of 657.57 feet to said West line;

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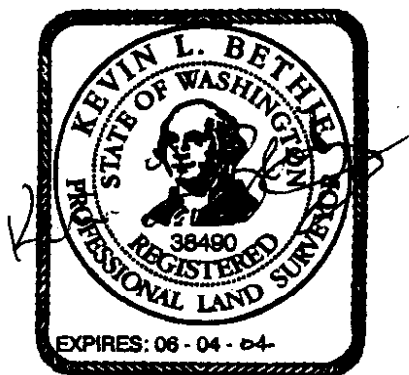
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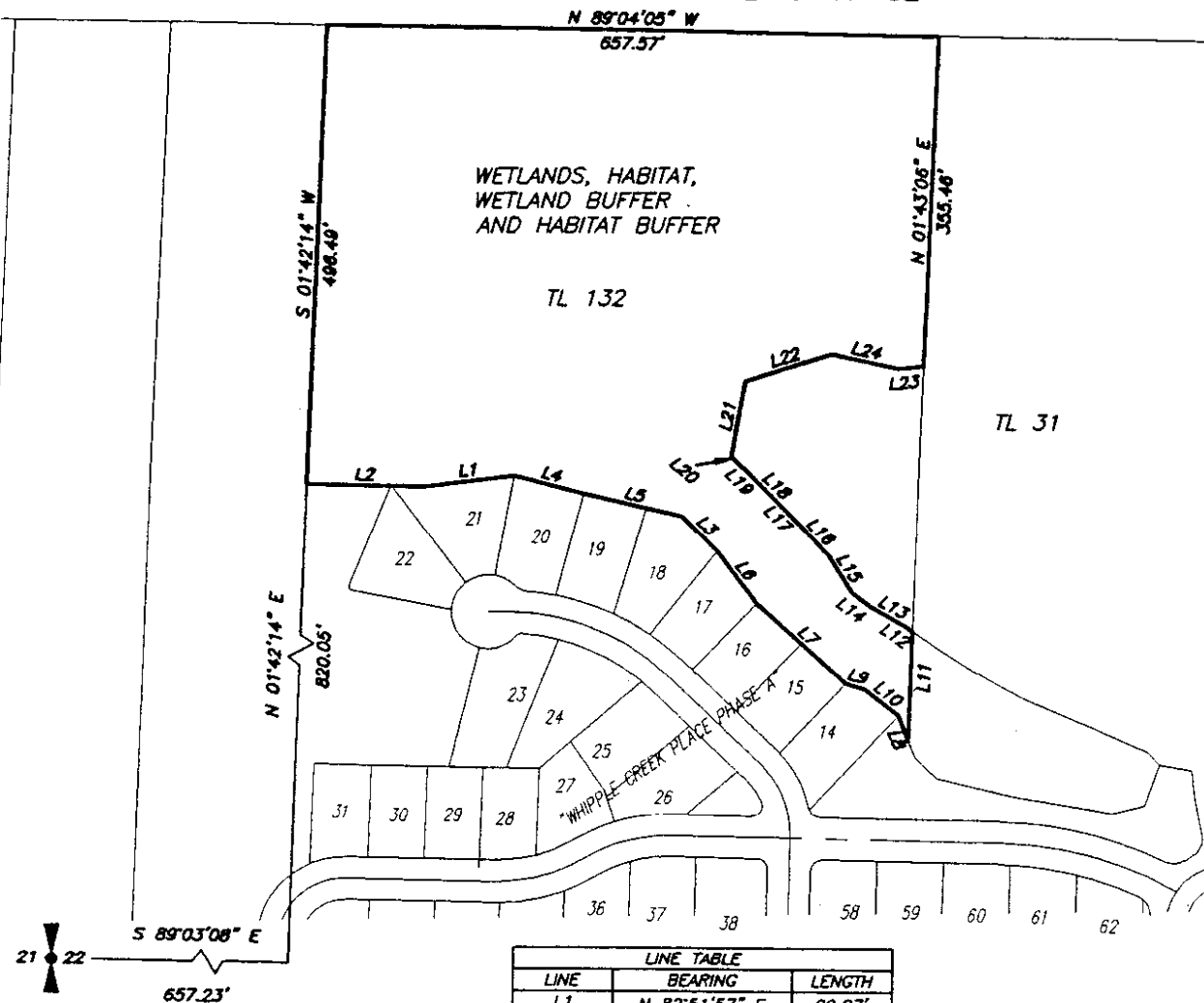
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