

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

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## CONSERVATION COVENANT RUNNING WITH THE LAND

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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

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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.



PUBLIC WORKS



PLAT



0.00

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08/27/2002 10:53A  
Clark County, WA

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:

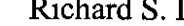
Dolores V. Flagg Revocable Living Trust  
dated February 14, 1997

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

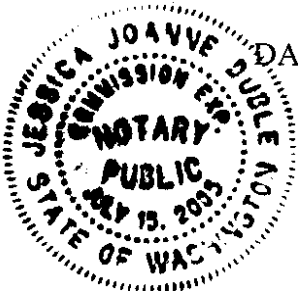
By:   
Richard S. Lowry  
Deputy Prosecuting Attorney

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

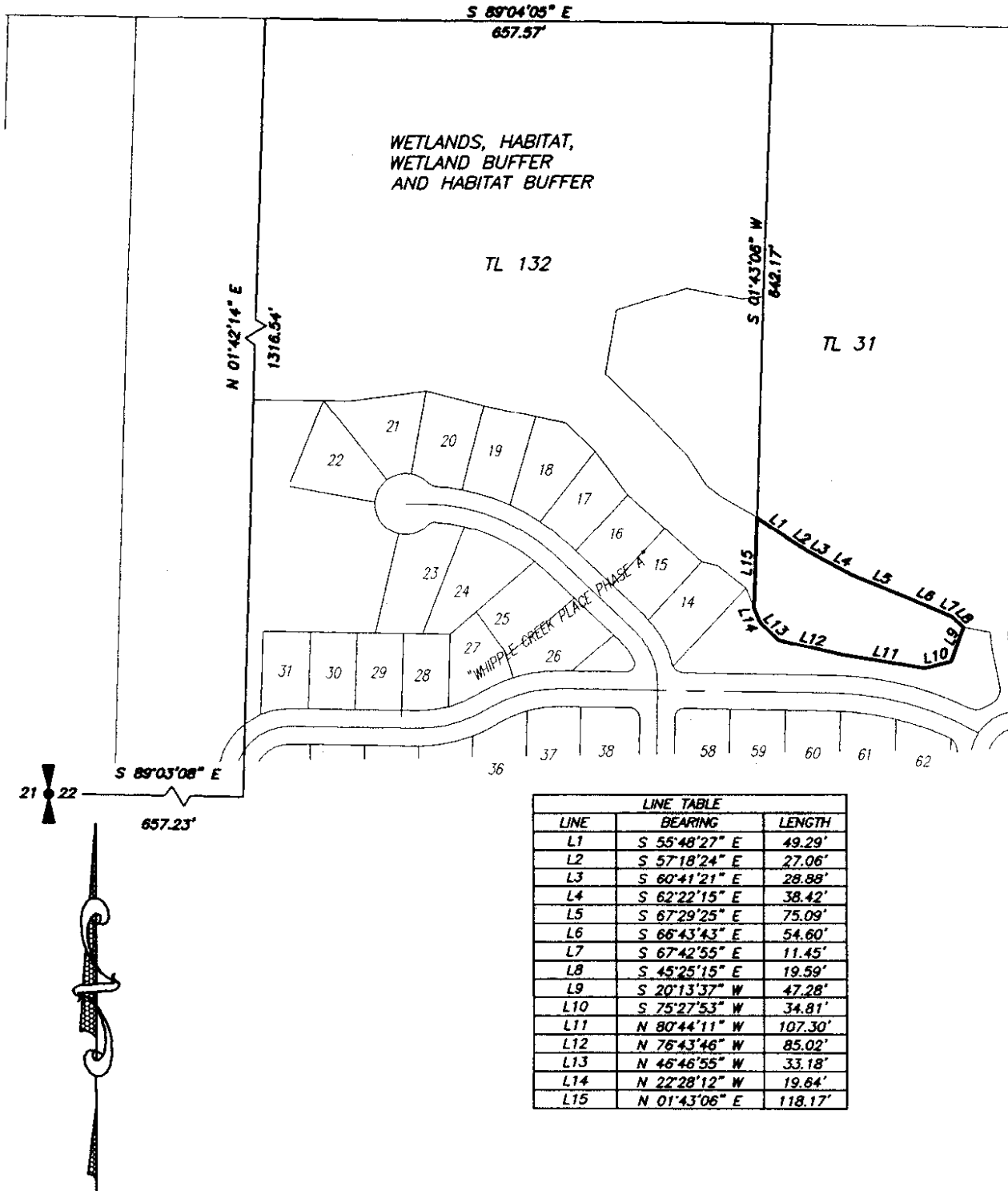
  
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Jessica J. Duble  
Notary Public in and for the State of Washington  
residing at Vancouver, WA  
My appointment expires: July 15, 2005



# 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