

APPENDIX C

CONSERVATION COVENANT RUNNING WITH THE LAND

A COVENANT to the City of Vancouver, State of Washington, hereinafter "City," entering into in conjunction with the site plan of certain 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 wetland and streams and their associated buffer areas shown on the attached site plan of Exhibit A, will be maintained in their natural state.

Owners herein covenant and agree to the City 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. Owners are the sole and exclusive owners of the following described property located in the City of Vancouver, Clark County, State of Washington: located in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian and described in Exhibit A.

2. It is the purpose of this covenant to require that certain wetland and stream buffer areas as shown on the aforementioned site map Exhibit A and wetlands delineation survey be maintained in natural state in order to preserve and protect the wetland ecosystem.

3. A physical demarcation along the upland boundary of the buffer area shall be erected and thereafter maintained. Such demarcation may consist of fencing, hedging, or other prominent physical marking approved by the City of Vancouver Director of Community Development or his/her designee. Any change to the type of demarcation shall similarly be approved by the Director of Community Development.

4. Consistent with the purpose of this covenant, wetlands streams, and their associated buffers shall be left in a natural state. A wetland permit must be approved by

the City of Vancouver Director of Community Development, for the following activities within such areas: the construction of any structure; the removal, excavation, grading or dredging of soil, sand, gravel, minerals, organic matter or material; the draining, flooding, or disturbing of the water level or water table; or the destruction or alteration of vegetation through clearing, harvesting, intentional burning, or planting or vegetation: provided: 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.

5. Nothing in this covenant shall be construed to provide for public use of or entry into the wetland or buffer areas shown on the above-referenced site map. However, representatives and agents of the City of Vancouver 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 advanced notice of any such entry.

6. The provisions of this covenant are enforceable in law or equity by the City of Vancouver and the Department of Ecology 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 property may pass.