

RETURN ADDRESS

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## CONSERVATION COVENANT RUNNING WITH THE LAND

**Grantor (owner):** Felida Rose LLC\_\_\_\_\_

**Grantee:** City of La Center

**Legal Description:** \_Sec 33 T5n R1E WM\_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number(s):** 258636000, 258704000, 258702000, 258727000, 258644000, 258763000

**Project Case No.:** PDR 2020-011\_\_\_\_\_

A COVENANT to the City of La Center, State of Washington, hereinafter "City," by the owner(s), Felida Rose LLC, of certain real property identified in Exhibit "A" on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agrees that this covenant shall run with the land. It is the purpose of this covenant that certain wetland, wetland buffer, and designated mitigation located within areas shown in Exhibit "B" labeled as Wetland D, will be maintained in a protected state as follows:

- 1 A physical demarcation and Signage along the upland boundary of the Wetland D 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 Responsible Official for the City. Any change to the type of demarcation shall similarly be approved by the Responsible Official.
- 2 Consistent with the purpose of this covenant, no person, company, agency, or applicant shall alter the wetland except as exempted in Section 3 below or authorized by the Responsible Official through an approved Wetland Permit.

- 3 Exempt Activities and Impacts to Wetlands. Developments, activities, and associated uses listed in LCMC 18.300.090 that are located outside designated wetland mitigation areas shall be exempt from the provisions of this covenant; provided, that reasonable methods are used to avoid potential impacts to wetlands and buffers and these activities are otherwise consistent with the provisions of other local, state, and federal laws and requirements. Exemptions from This covenant are not exemptions from wetland stewardship responsibilities.
- 4 Monitoring and Maintenance of Mitigation. Wetland D mitigation sites subject to this covenant are required to be monitored and maintained in accordance with the mitigation plan or conditions of approval of the associated City Wetland Permit.
- 5 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 the City 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.
- 6 The provisions of this covenant are enforceable in law or equity by the City 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.

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

Dated: \_\_\_\_\_  
*month day, year*

By: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Owner

STATE OF )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ the person(s) who appeared before me, and said person(s) acknowledges that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name:  
Notary Public in and for the State of,  
residing at  
My appointment expires

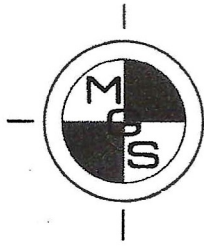
APPROVED AS TO FORM ONLY:

City of La Center, WASHINGTON

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**MINISTER-GLAESER  
SURVEYING INC.**

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661  
(360) 694-3313 (360) 694-8410 FAX  
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301  
(509) 544-7802 (509) 544-7862 FAX*

October 15, 2021

EXHIBIT "A"

**WETLAND TRACT:**

A portion of the Southeast quarter of the Southeast quarter of Section 33, Township 5 North, Range 1 East, Willamette Meridian, City of LaCenter, Clark County, Washington, described as follows:

**BEGINNING** at a 1/2-inch iron rod marking the East quarter corner of said Section 33 as shown in Book 31 of Surveys, Page 161, Clark County Auditor's Records and described in Book 5 of Land Corner Records, Page 50;

Thence North  $88^{\circ} 42' 02''$  West along the North line of the Southeast quarter of Section 33, for a distance of 1061.28 feet;

Thence South  $01^{\circ} 17' 58''$  West, 1746.15 feet to the Northerly Right-of-way line of NW Pacific Highway;

Thence South  $43^{\circ} 28' 56''$  East, along said Northerly Right-of-way line 66.39 feet,

Thence North  $17^{\circ} 16' 51''$  East, 91.81 feet;

Thence South  $60^{\circ} 34' 54''$  East, 100.18 feet;

Thence South  $29^{\circ} 25' 06''$  West, 6.18 feet to the **TRUE POINT OF BEGINNING**;

Thence South  $73^{\circ} 24' 46''$  East, 11.48 feet;

Thence South  $51^{\circ} 53' 11''$  East, 14.53 feet;

Thence South  $38^{\circ} 25' 32''$  East, 15.86 feet;

Thence South  $57^{\circ} 42' 10''$  East, 14.67 feet;

Thence South  $21^{\circ} 03' 04''$  West, 10.81 feet;

Thence North  $82^{\circ} 18' 23''$  West, 14.04 feet;

Thence North  $71^{\circ} 39' 17''$  West, 15.16 feet;

Thence South 89°04'24" West, 14.04 feet;

Thence North 73°39'30" West, 4.05 feet;

Thence North 30°14'07" West, 14.89 feet;

Thence North 81°32'18" East, 15.84 feet;

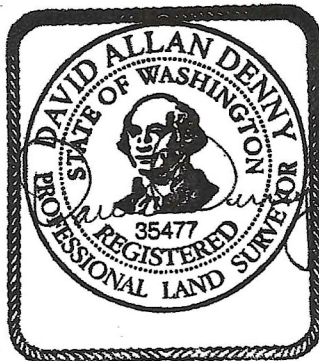
Thence North 23°53'05" East, 5.39 feet;

Thence North 11°55'42" West, 6.76 feet;

Thence North 23°08'04" West, 9.01 feet to the TRUE POINT OF BEGINNING.

**BEGINNING.**

**CONTAINS 1,156 square feet of land, more or less.**



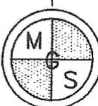
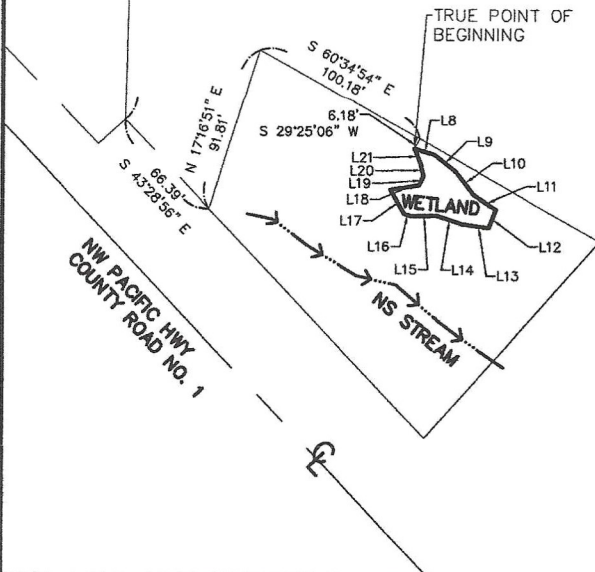
10-15-21

S 88°42'02" E 1061.28'

33 34



LINE TABLE		
LINE	BEARING	DISTANCE
L8	S 73°24'46" E	11.48'
L9	S 51°53'11" E	14.53'
L10	S 38°25'32" E	15.86'
L11	S 57°42'10" E	14.67'
L12	S 21°03'04" W	10.81'
L13	N 82°18'23" W	14.04'
L14	N 71°39'17" W	15.16'
L15	S 89°04'24" W	14.04'
L16	N 73°39'30" W	4.05'
L17	N 30°14'07" W	14.89'
L18	N 81°32'18" E	15.84'
L19	N 23°53'05" E	5.39'
L20	N 11°55'42" W	6.76'
L21	N 23°08'04" W	9.01'



PREPARED BY:  
**MINISTER-GLAESER**  
 SURVEYING INC.  
 2200 E. EVERGREEN BLVD.  
 VANCOUVER, WA 98661  
 (360) 694-3313

**EXHIBIT "B"**  
**WETLAND AREA**

SCALE: 1"=80'  
 JOB NO. 20-080  
 DATE: 10-15-21  
 DWG FILE: 20080WET  
 DRAWN BY: DAD

S 01°17'58" W 1746.15'

NW PACIFIC HWY.  
COUNTY ROAD NO. 1

TRUE POINT OF BEGINNING

WETLAND

NS STREAM