

Return Address
Christine Cook
Clark County Prosecuting Attorney's Office,
Civil Division
P.O. Box 5000
Vancouver, WA 98666-5000

CP 18-08

**COVENANT RUNNING WITH THE LAND
AND RESTRICTING USE OF PROPERTY**

Grantor(owner): Storedahl Properties LLC

Grantee: Clark County

Abbreviated Legal Description The South Half of the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 3 East, W.M., Clark County, Washington.

A portion of the South 120 acres of the South Half of Section 4, Township 4 North, Range 3 East, W.M., Clark County, Washington.

Assessor's Property Tax

Parcel/Account No. 230061000, 230301000

Review Case No.:

This Covenant Running with the Land and Restricting Use of Property (Covenant) is made this 7th day of December, 2018 by Storedahl Properties LLC, a Washington limited liability company, (Storedahl), and Clark County, a Washington municipal corporation.

BACKGROUND

A. Storedahl owns property legally described on Exhibit A to this Agreement and referred to as the Storedahl Property (parcel serial numbers 230061000 and 230301000).

Storedahl is the sole and exclusive owner of the Storedahl Property, and/or has authority to bind all persons or entities that have a known interest in the Storedahl Property.

B. Storedahl currently operates a surface mine on adjacent properties which is the subject of permits issued by the County under CPZ2002-00009, CUP2002-00003, PSR2002-00015, SEP2002-00025, and ARC2001-00050, and is referred to here as the Yacolt Mountain Quarry. The properties on which the Yacolt Mountain Quarry is permitted are designated by the Clark County Comprehensive Plan map with an existing Surface Mining Overlay.

C. Storedahl has applied to the County through Annual Review Application CPZ2018-00001 for an amendment to the Clark County Comprehensive Plan Map to designate the Storedahl Property with a Surface Mining Overlay (the Application). The Application states that Storedahl would use the Storedahl Property to extend the life of the Yacolt Mountain Quarry by providing a location to store material removed from the Yacolt Mountain Quarry. Storedahl contemplates that the Storedahl Property may be mined later when the minerals from the Yacolt Mountain Quarry are exhausted; provided, that both the storage of material on the Storedahl Property and potential eventual mining of the Storedahl Property will require additional environmental review and land use permitting.

D. Following State Environmental Policy Act review, and review by the Clark County staff and Planning Commission, the County Council conducted a public hearing on November 27, 2018, which hearing was continued to a time certain on December 11, 2018, to consider the Application. During the hearing, Storedahl was asked by the Council whether it would agree to a condition limiting the use of the Storedahl Property so as to exclude mineral extraction for at least five (5) years. Storedahl indicated it would agree to such a limitation.

E. To make the Storedahl representation a binding commitment running with the land, and as a further clarification of its Application, Storedahl covenants and agrees as set forth below.

COVENANT RUNNING WITH THE LAND

1. Restriction. If the County Council approves the Application, Storedahl covenants and agrees for itself and its successors and assigns, and for any subsequent possessor or owner of the Storedahl Property, which hereinafter shall be together referred to as "Storedahl", that for a period of ten (10) years from the date of this Covenant, it will not extract material from the Storedahl Property. During the term of this Covenant, Storedahl shall only use the Storedahl Property for the storage of materials removed from the Yacolt Mountain Quarry and for such ancillary uses as may be necessary to support that use, such as haul roads and storm drainage improvements. These ancillary uses do not include extraction of material, asphalt mixing, concrete batching, clay bulking, rock crushing or temporary offices, shops, or other accessory buildings and structures used for management and maintenance of mining and processing equipment.

2. Other Permits. Nothing in this Covenant is intended to excuse Storedahl from applicable County requirements for any proposed activities on the Storedahl Property. Storedahl

shall obtain fill and grade, Conditional Use Permits and/or other permits that may be necessary under applicable County Code.

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3. Expiration and Termination. This Covenant shall expire 10 years from the date this Covenant is signed by Clark County. The Covenant shall also be null and void if the County does not approve the Application. Storedahl may earlier terminate the Covenant only as provided in Section 4 below.

4. Release or Modification of Covenant. Storedahl agrees not to seek a release or modification any term of the Covenant by any means other than a Type IV legislative procedure, to be considered for approval by the Clark County Council, as set forth in the Clark County Code.

5. Successors and Assigns: Enforceability. This Covenant shall run with the Storedahl Property as a restrictive covenant and shall be binding upon Storedahl until its expiration or termination as set forth above. All obligations made herein by Storedahl shall be enforceable in law or in equity by Clark County against Storedahl, as that term is defined above to include Storedahl Properties LLC, and all of its successors, assigns, and any future possessors or owners of the Storedahl Property.

IN WITNESS WHEREOF, the parties cause this Covenant to be executed the day and date indicated below.

DATED this 7th day of December, 2018.

STOREDAHL PROPERTIES LLC

CLARK COUNTY, WASHINGTON

By: Kevin R. Storedahl
Its: Vice President US
Member of Properties, LLC

By: Mary Ball
Its: County Chair

Approved as to Form Only:
Anthony F. Golik
Clark County Prosecuting Attorney

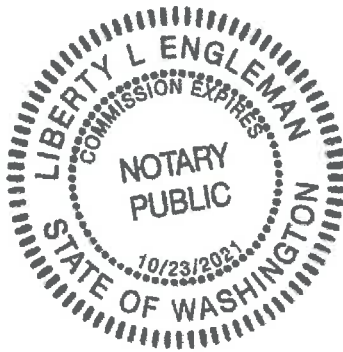
Christine M. Cook
By: Christine M. Cook, Senior Deputy Prosecuting Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF Cowlitz)

On this 7th day of December, 2018, before me personally appeared Kevin Storedahl, to me known to be ~~the~~ a Member of Storedahl Properties, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute and in fact executed said instrument on behalf of the limited liability company.

DATED this 7th day of December, 2018.



Liberty Engleman
Type/Print Name: Liberty Engleman
NOTARY PUBLIC in and for the State of
Washington, residing at Kelso WA
My Commission Expires 10/23/21

Exhibit A

Parcel 230301000 - the South Half of the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 3 East, W.M., Clark County, Washington.

Portion of Parcel 230061000 - the West 3840.00 feet of even width of that portion of the South 120 acres of the South Half of Section 4, Township 4 North, Range 3 East, W.M., Clark County, Washington.

