



proud past, promising future

**CLARK COUNTY
WASHINGTON**

ENGINEERING CASE _____

HABITAT CASE _____

PLANNING LAND USE CASE _____

WETLAND CASE _____

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Signature Clark County Fire Marshal Date

Signature Clark County Environmental Services Date

Signature Clark County Transportation-Concurrency Date

Signature Clark County Transportation-Signal Date

Signature Clark County Transportation-Signing and Striping Date

Signature Clark County Land Use Review Date

Signature Clark County Bldg Safety Division Date

Signature Clark County Development Engineering Date

- | | | | | |
|--------------------------|----------|--------------------------|------------|---|
| <input type="checkbox"/> | A | <input type="checkbox"/> | N/A | |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Stormwater & Erosion Control CCC 40.380 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Stormwater & Erosion Control CCC 40.385 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Stormwater & Erosion Control CCC 40.386 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Transportation & Circulation CCC 40.350 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Within Right-of-Way Landscaping Review |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Utility Permits CCC 13.12A & 12.20A |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Clark County Signing & Striping |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Clark County Traffic Signals |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Road Modifications CCC 40.550.010 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Critical Aquifer Recharge Areas CCC 40.410 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Geologic Hazard Areas CCC 40.430 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Flood Hazard Areas CCC 40.420 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Sewer and Water Plans |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Clark County M & O Pavement Deflection Testing |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Private Stormwater Covenant |
| <input type="checkbox"/> | | <input type="checkbox"/> | | Grading, Excavation, Fill and Stockpile CCC 14.07 |
| <input type="checkbox"/> | | <input type="checkbox"/> | | SWPPP (Stormwater Pollution Prevention Plan) |

RECOMMENDED for APPROVAL

Engineering Team Leader

Date

APPROVED for CONSTRUCTION

Clark County Engineer

Date

Plans Approved for Construction by the County does not in any way relieve the applicant of responsibility to meet all requirements of the County or obligation to protect life, health and property. Plans have been reviewed and approved for compliance with Clark County Code and adopted regulations. Plans shall be revised or supplemented at any time it is determined that the full requirements of the County have not been met.

CLARK COUNTY STANDARD PLAN NOTES

Last Update 5/23/08

Standard plan notes must be included on all plans. Notes, which in no way apply to the project, may be omitted; however, the remaining notes must not be renumbered. For example, if General Note #3 were omitted, the remaining notes should be numbered 1, 2, 4, 5, 6, etc.

GENERAL NOTES

1. All construction shall be in accordance with the Clark County Code (CCC), Clark County Street and Road Standards (CCSRS), Clark County Standard Details Manual (CCSDM) and the Land Use Conditions of Approval. It shall be the sole responsibility of the applicant and the professional civil engineer to correct any error, omission, or variation from the above requirements found in these plans.
2. Approval of roadways, grading, erosion Control and drainage plan by Clark County does not constitute an approval of any other construction (e.g., domestic water conveyance, sewer conveyance, gas, electrical, etc.).
3. Before any construction or development activity, a preconstruction meeting must be held between the Department of Community Development, Engineering Services (DCDES) Construction Inspection Section of the Engineering Services Division, the Applicant, and the Applicant's Consulting Engineer and Construction Representatives.
4. A copy of these approved plans must be on the job site whenever construction is in progress.
5. Construction noise shall be limited in accordance with the Nuisance Ordinance CCC 9.14.010(3); normally, this is 7a.m. to 10 p.m. seven days a week.
6. It shall be the Applicant's/Contractor's responsibility to obtain all construction easements and/or right of entries prior to construction work.
7. All franchised utilities (i.e. gas, electric, phone) or other installations that are not shown on these approved plans shall not be constructed unless an approved set of plans that meets all requirements of CCSRS (CCC 40.350.030) is submitted to the DCDES Construction Inspection Section three days prior to construction.
8. Datum shall be Clark County Datum NGVD 1929(47) unless otherwise approved by DCDES.
9. All utility trenches shall be backfilled and compacted to 95 percent maximum density as determined by AASHTO T-99, within the roadway prism (CCC40.350.030(C)(4)(e)).
10. All roadway subgrade within the roadway prism shall be backfilled and compacted to 95 percent maximum density as determined by AASHTO T-99 (WSDOT 2-06.3).
11. Open cutting of existing roadways is not allowed unless specifically approved by DCDES and noted on these approved plans. Any open cut shall be restored in accordance with Clark County Code (see Standard Trench Restoration Notes of Standard Details Manual).
12. The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, flaggers, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of work covered by the contractor. Any work within the traveled right-of-way that may interrupt normal traffic flow shall require at least one flagger for each lane of traffic affected. Section 1-07.23, "Traffic Control," of the WSDOT Standard Specifications shall apply in its entirety.
13. Storm Drain, Erosion Control, Trench Restoration, Grading, and Signing & Striping General Notes per Standard Plans D1.0, ECN1 and UGN respectively are made part of these notes, and are to be included in the construction plan set.
14. If any cultural resources and/or human remains are discovered in the course of undertaking the development activity, the Department of Archaeology and Historic Preservation in Olympia and Clark County Department of Community Development shall be notified. Failure to comply with these State requirements may constitute a Class C Felony, subject to imprisonment and/or fines.

STRUCTURAL NOTES

1. These plans are approved for standard road and drainage improvements only. Plans for structures such as bridges, vaults, and retaining walls require a separate review and approval by Clark County Building Department and/or Public Works Department, and WSDOT Bridge Section prior to construction.

RECOMMENDED CONSTRUCTION SEQUENCE FOR EROSION CONTROL

1. Pre-construction meeting.
2. Flag or fence clearing limits.
3. Post Notice of Construction Activity sign with name and phone number of Erosion Sediment Control supervisor.
4. Install catch basin protection if required.
5. Grade and install construction entrance(s).
6. Install perimeter protection (silt fence, brush barrier, etc.).
7. Construct sediment ponds and traps.
8. Grade and stabilize construction roads.
9. Construct surface water controls (interceptor dikes, pipe slope drains, etc.) simultaneously with clearing and grading for project development.
10. Maintain erosion control measures in accordance with Clark County standards and manufacturer's recommendations.
11. Relocate surface water controls and erosion control measures or install new measures so that as site conditions change the erosion and sediment control is always in accordance with the Clark County Erosion and Sediment Control Standards.
12. Cover all areas that will be unworked for more than seven days during the dry season or two days during the wet season with straw, wood fiber mulch, compost, plastic sheeting or equivalent.
13. Stabilize all areas that reach final grade within seven days.
14. Seed or sod any areas to remain unworked for more than 30 days.
15. Upon completion of the project, all disturbed areas must be stabilized and best management practices removed if appropriate.

COVENANT RUNNING WITH THE LAND

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into in conjunction with (Subdivision / Site Plan) Review # _____, of certain real property as more particularly described in Exhibit "A", hereinafter "**SITE**", 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 the County will have access to the stormwater control and treatment facilities as shown on an expanded portion of the plat of _____, attached hereto and incorporated herein by reference as Exhibit "B", hereinafter "**FACILITIES**".

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 SITE might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land described in Exhibit "A".

1. It is the purpose of this covenant to ensure that the County is allowed access to the stormwater control and treatment facilities as shown on Exhibit "B". The purpose of County access is for the inspection of facilities for compliance with CCC 40.380, Stormwater Control Ordinance and its successors. A secondary purpose is for emergency maintenance to prevent flooding or pollution of other properties.
2. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the County shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. Required maintenance shall be performed according to County Stormwater Maintenance Manual as adopted by Chapter 13.26A CCC. If these actions are not performed in a timely manner, the County may perform this maintenance and bill the parties responsible for the maintenance in accordance with CCC 32.04.060.

3. Nothing in this covenant shall be construed to provide for public use of or entry into the stormwater quantity and quality facilities area as 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.
4. This covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership **FACILITIES** 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 **FACILITIES** may pass.
5. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the real property is annexed into a City that the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation and Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of said covenant.

PRIVATE ROAD MAINTENANCE COVENANT

THIS COVENANT is recorded in connection with the division of the property described below and the creation of a private road to serve the parcels described. The purpose of this covenant shall be to provide adequate funds for the repair and maintenance of the private road described below for the continued use and benefit of the owners thereof. This Covenant touches and concerns the land and shall run with the land for as long as the private road described below is used to serve one or more of the lots described below.

1. Owners

The term “owner” shall mean any person holding beneficiary interest in a lot described in paragraph 2 below or any plat thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot.

2. Responsibility of Owners.

The owners of all lots or plat thereof shall designate a “responsible Owner” and an assistant for purposes of administering this Covenant. An affirmative vote of a majority of the owners of the lots described herein, or any plat thereof shall be sufficient to designate the responsible owner and assistant. Until such time as 50% of the lots in the plat are sold the original plat owner(s) shall be the responsible owner, after which time the original owner shall call a meeting of the lot owners for the purpose of explaining the duties of the “responsible owners” and “assistant,” choosing a new “responsible owner” and “assistant” and giving to them monies collected to date together with any bank accounts and bank statements related to this matter.

The “responsible own” and “assistant” shall serve for a minimum of one year after which they may call all lot owners together and designate a new “responsible owner” and/or “assistant” and assign maintenance duties, monies and statements over to them at that time.

3. Property served by the Private Road and subject to Terms of this Covenant.

(INSERT LEGAL DESCRIPTION OF PROPERTY)

The term “lots” shall also include each new lot which may be created by the further division of property described above.

4. Private Road to be covered by this Agreement.

(INSERT LEGAL DESCRIPTION OF PRIVATE ROAD TO BE
MAINTAINED PURSUANT TO THIS COVENANT)

5. **Standards of Maintenance.**

A. Maintenance shall include, but not be limited to road surfacing, shoulders, gates, signs, storm drainage facilities and vegetation control (Section 12.05.200.2.F).

B. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property affected hereby.

C. A recommended periodic maintenance schedule, prepared by the engineer for this project is attached.

6. **Funds.**

A. Normal Expenses.

i. Undeveloped lots.

The owner of each lot not developed by a permanent structure shall pay the sum \$ _____ per _____ year/ _____ quarter/ _____ moth (check one) to cover the pro-rata share of normal street maintenance expenses.

ii. Developed Lots.

The owner of each lot developed with any permanent structure shall pay the sum of \$ _____ per _____ year/ _____ quarter/ _____ month (check one) to cover the pro-rata share of normal street maintenance expenses.

B. Extraordinary Use.

Any lot being used for other than single family residential purposes shall be assessed an additional fee, to be paid at the same time as the fee described in paragraph 6.A.ii above, which shall compensate for the additional wear and tear due to the extraordinary use. If agreement cannot be reached on the appropriate additional charge, the responsible owner may obtain the opinion of a licensed professional engineer to ascertain the amount of the extra assessment, which opinion shall be binding on all parties.

C. Extraordinary Repairs.

The responsible owner may at any time assess additional charges for emergency repairs or extraordinary repairs where approval of such charges is made in writing by the owners of not less than _____ 50%/ _____ 66 2/3%/ _____ 75%/ _____ other % (check one) of the lots described in paragraph 3.

7. Collections and Expenditures

The responsible owner shall have the authority to collect funds provided herein and to contract for purposes of accomplishing the provision of this covenant. In so acting, said owner shall be acting on behalf of all owners for the limited purposes described herein.

8. Changes.

The responsible owner shall annually review the charges set forth herein and may change the charges specified herein. An affirmative vote of 60 percent of the property owners of the described herein shall be sufficient to effect a change in the rates. Any other changes to this covenant shall be approved in writing and signed by the owners of record of _____ 66 %/ _____ 75 percent (check one) of the owners of the lots described herein.

9. Administration.

The responsible owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this covenant. In the event funds are not paid when due, said owner may maintain an action to collect the funds and shall be entitled to costs and reasonable attorney's fees upon recovery. All costs incurred by the owner shall be charged to account described above.

10. Continuing Obligation.

The covenants herein are necessary for the full use and enjoyment of the property described herein and shall be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

COVENANT RUNNING WITH THE LAND

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into the conjunction with (Subdivision / Site Plan) Review # _____, of certain real property as more particularly described in Exhibit "A", hereinafter "**SITE**" 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 the County will have access to the backyard stormwater facilities (backyard swales, ditch inlets and drywells) as shown in Exhibit "B", hereinafter "**FACILITIES**".

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 SITE might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described in Exhibit "A".

1. It is the purpose of this covenant to ensure that the County is allowed access to the backyard stormwater facilities as shown on Exhibit "B". The purpose of County access is for the inspection of facilities for compliance with CCC 13.29, Stormwater Control Ordinance and its successors. A secondary purpose is for emergency maintenance to prevent flooding or pollution of other properties.
2. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the County shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. Required maintenance shall be performed according to County Stormwater Maintenance Manual as adopted by Chapter 13.26A CCC. If these actions are not performed in a timely manner, the County may perform this maintenance and bill the parties responsible for the maintenance in accordance with CCC 32.04.60.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the backyard stormwater facilities as 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.

4. The provisions of this covenant are enforceable in law in equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership **FACILITIES** 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 **FACILITIES** may pass,
6. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the real property is annexed into a City that the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation and Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of said covenant,

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

Dated this _____ day of _____.

APPROVED AS TO FORM ONLY:

CLARK COUNTY, WASHINGTON

By: _____
Michael V. Butts
Current Planning Manager

By: _____
Richard S. Lowry
Chief Civil Deputy Prosecuting Attorney

Date: _____

By: _____
Developer

By: _____
Developer

STATE OF WASHINGTON
:SS
COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that _____
Signed this instrument and acknowledge it to be _____ free and voluntary act for
the uses and purposes mention in this instrument.

Dated: _____

By: _____
Notary's Signature

My Appointment Expires: _____



proud past, promising future

CLARK COUNTY
WASHINGTON

DATE OF SUBMITTAL: _____

CERTIFICATION OF LANDSCAPE INSTALLATION

In order to ensure that the landscape has been installed in conformance with the approved landscape plan(s) CCC 40.320.020, CCC 40.540.070(B)(8)(d), and CCC40.320.010 require the applicant to submit a copy of the approved landscape plan(s) with a certification signed and stamped by a landscape architect licensed in the state of Washington certifying that the landscape and irrigation (if any) have been installed in accordance with the attached approved plan(s) and verifying that any plant substitutions are comparable to the approved plantings and suitable for the site. Any substituted plants shall be no smaller than those shown on the approved plan(s) and shall have similar characteristics in terms of height, drought tolerance and suitability for screening. **Verification of landscape installation must be submitted prior to approval of a final plat or issuance of an occupancy permit.**

PROJECT NAME: _____ FLD CASE #: _____

DEVELOPER: _____ PHONE: _____

LANDSCAPE CONTRACTOR: _____ PHONE: _____

LANDSCAPE ARCHITECT: _____ PHONE: _____

I, the undersigned landscape architect licensed in the state of Washington, hereby certify that the landscape on the subject site has been installed in accordance with the attached approved plans with ____ [number of substitutions] plant substitutions. I further certify that all of the plant substitutions are listed below and that these substituted plants are comparable to the approved plantings, suitable for the site, are be no smaller than those shown on the approved plan(s) and have similar characteristics in terms of height, drought tolerance and suitability for screening.

Approved Plantings		Plan Substitution	
Name	Size	Name	Size
1.			
2.			
3.			

* Attach additional sheets as needed to list all plant substitutions.

Irrigation was was not [circle one] required by the approved landscape plan. If irrigation was required, I further certify that the irrigation system was installed pursuant to the landscape plan and has been tested and was properly functioning on _____ [date irrigation system was tested].

Signature

Date

Stamp

Attach approved landscape plan(s)

ESCROW AGREEMENT
Performance Security

Clark County
Director of Community Development
1300 Franklin Street
Vancouver, WA 98666

RE: Project Name and Address: _____

ESCROW ACCOUNT NUMBER: _____

Dear Sir:

_____, (Owner Name and Address) seeks building permits or final plat approval, but is required to first make improvements. Funds in the amount of \$_____ (Amount both in words and figures) are secured in escrow, in the name of Clark County. These moneys are secured to ensure the completion of required improvements for said project in compliance with state law, Clark County Code and the specifications in Engineer Plan No. _____ for the benefit of the future lot owners and the citizens of Clark County, Washington. These improvements generally include

_____. (See Exhibit "A" for a cost breakdown of improvements covered by this agreement).

The Escrow Agent agrees to disburse funds from said escrow account only upon written authorization of the Director of Community Development, or designee. In the event that satisfactory completion of the above-required improvements, contained in Exhibit "A", are not accomplished within a period of two (2) years from the date of this Agreement, the Applicant and the Escrow Agent understand that the Director of Community Development may demand and will receive disbursement of any and all funds remaining in escrow so the work may be completed under the direction of the Director. Any extension of time granted shall be solely at the discretion of the Director of Community Development.

This escrow is intended to cover all costs of the above-described project, provided, the parties agree that neither Clark County nor any of its agents are required to provide funding beyond the amounts remaining in escrow to complete any project. It is the Applicant who is responsible for paying the cost of construction improvements upon which final plat or building permit approval is conditioned.

DATED this ____ day of _____, 2017.

Owner/Developer Name (Print)

Owner/Developer Signature

Address, City, State and Zip

Escrow Company Name

(SEAL)
(SEAL)

Escrow Agent Signature

Address, City, State and Zip(Print)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument..

Dated this _____ day of _____, _____.

PrintName _____

Notary Public in and for the state of _____

My appointment expires: _____

Approved as to form, written signature on file:

Deputy Prosecuting Attorney
for Clark County, Washington

LETTER OF CREDIT
Performance Security

Date:

Clark County
Director Community Development
1300 Franklin
Vancouver, Washington 98666

Re: _____ (Project name, Address)

As requested by our customer _____ (Name, Address, City, State and Zip) we established our irrevocable Letter of Credit No. ____ in your favor in the total amount of \$ _____ (both in words and figures), 100% of the estimated construction cost of the public improvements in compliance with state law, Clark County Code and the specifications in Engineer Plan No. _____. These improvements are mitigation of development impacts and are for the benefit of future occupants and Clark County citizens. These improvements generally include:

_____ (See Exhibit "A" for a cost breakdown of improvements covered by this agreement).

Clark County may draw on this sum to the extent required for completion/correction of the above described improvements in accordance with County requirements. Withdrawals under this Letter of Credit shall be in the form of a written demand for payment made by Clark County, payable at

(Bank Name and Address City State and Zip)

Indicating the number of this Letter of Credit and stating the reasons why the project is in default.

We shall honor your demand without inquiring whether you have a right between yourself and our customer to make demand.

This Letter of Credit guarantees the payment of monies and will remain in effect until all required improvements are constructed and Clark County has granted a written release of this obligation.

The County may allow reduction of the amount of this Letter of Credit as portions of the public improvements that are constructed in accordance with County requirements. Written approval of the County must be received prior to any such reduction.

A sum equal to 10% of the estimated cost of the public improvement, or a maintenance bond of an equal sum, must be accepted by the Clark County before this Letter of Credit is terminated.

Bank Name
Address
City, State Zip

(Notary Seal)

Bank Agent Name and Title (Print)
Signature

Approved as to form, written signature on file:

Deputy Prosecuting Attorney
for Clark County, Washington

LETTER OF CREDIT
Maintenance Security

Date:

Clark County
Director Community Development
1300 Franklin
Vancouver, Washington 98666

Re: _____ (Project name and Address)

As requested by our customer _____ (Name, Address, City, State and Zip) we established our irrevocable Letter of Credit No. ____ in your favor in the total amount of \$ _____ (both in words and figures), 10% of the estimated construction cost of the public improvements in compliance with state law, Clark County Code and the specifications in Engineer Plan No. _____. These improvements generally include: _____

Clark County may draw on this sum to the extent required for correction of the above described improvements to bring the improvements into compliance with County requirements. Withdrawals under this Letter of Credit shall be in the form of a written demand for payment made by Clark County, payable at

(Bank Name, Address, City State and Zip)

Indicating the number of this Letter of Credit and stating the reasons why the improvements are in default.

We shall honor your demand without inquiring whether you have a right between yourself and our customer to make demand.

This Letter of Credit guarantees the payment of monies and will remain in effect until all required improvements are finally accepted and Clark County has granted a written release of this obligation. Release shall not occur before the latter of twenty-four months or improvements are finally accepted.

Bank Name
Address
City, State Zip

Bank Agent Name and Title (Print)
Signature

(Notary Seal)

Approved as to form,
written signature on file:

Deputy Prosecuting Attorney
for Clark County, Washington

PERFORMANCE BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, That we, _____ (Official name, form of organization and address of Contractor and, if partnership, name of partners) as Principal and _____

(Name and address of the Surety)

a corporation, duly authorized to do a general surety business in the State of Washington as Surety, are jointly and severally held and bound unto Clark County, a municipal corporation, obligee

in the sum of _____

(basic Contract price, both in words and figures)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT WHEREAS, _____, the Principal herein on the ___day of ____, 200__ sought _____(final plat/site plan approval, etc.) prior to constructing all required improvements. This bond is necessary to ensure the required improvements are constructed in compliance with state law, Clark County Code and the specifications in Engineer Plan No. _____ to mitigate development impacts. The improvements include:

(Project Name, Address and Description of Improvements)

(Documents include required improvements together with approved estimates of the cost of construction.)

ALL AS HERETO ATTACHED AND MADE A PART HEREOF, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions of development approval.

NOW, THEREFORE, if said Principal herein shall promptly pay all persons furnishing labor, services, material or insurance to said Principal; shall save harmless the Obligee, its officers and agents, from all claims therefrom, or from any claim for damages or injury to property or persons arising by reason of said work; and shall in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform and furnish all matters and things as are required of them in accordance with development approval, and as by law, state and national prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions:

a) All material men and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of _____, and insofar as permitted by the laws of _____, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all persons, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than six (6) months after the complete performance of said Contract and final settlement and judgment rendered thereon.)

b) Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in this _____ day of _____, 200____.

Principal (Print)_____

Principal Signature_____

Address_____

City, State Zip_____

(Seal)

Surety (Print)_____

(Seal)

Surety Signature_____

Address_____

City, State Zip_____

Countersigned:
By:Resident Agent

Approved as to form,
written signature on file:

Deputy Prosecuting Attorney
for Clark County, Washington

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ (Official name, form of organization and address of Contractor and, if partnership, name of partners) as Principal and _____

(Name and address of the Surety)

a corporation, duly authorized to conduct general surety business in the State of Washington as Surety, are jointly and severally held and bound unto Clark County, a municipal corporation, obligee

in the sum of _____

(basic Contract price, both in words and figures)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Principal has constructed the following public improvements within Clark County, Washington:

(Project Name and Address, Engineering Plan No. and Description of Improvements)

Principal has applied to Clark County, Washington, to accept the above improvements. Principal agrees to maintain and keep in good repair these improvements for two years from the time the County granted provisional acceptance. Principal shall also, in writing, seek a final inspection within twenty-two months of provisional acceptance.

If the Principal fails to seek, in writing, a final inspection; or if any required repairs are not made within the two-year maintenance period or immediately if necessary to prevent a safety hazard in accordance with County specifications after notice is provided by the County the County may declare this bond in default and collect from Surety the sum payable thereunder. Upon receipt of the notice of default by registered mail, the Surety agrees to pay Clark County the above amount within sixty days. The County shall only expend bond funds to make inspections/repairs to the abovementioned improvements.

Dated:

Surety:

(SEAL)

Agent Signature:

(SEAL)

Address:
City, State Zip:

Principal:

Name (Print):
Principal Signature:

Address:
City, State Zip:

Approved as to form,
written signature on file:

Deputy Prosecuting Attorney
for Clark County, Washington

Serial #: _____
Sec/T/R: _____
Project: _____

SIDEWALK EASEMENT

THE GRANTORS _____, for and in consideration of valuable considerations as set out in part below, do hereby bargain, sell and convey to **CLARK COUNTY, WASHINGTON, A Municipal Corporation**, its heirs and assigns, a perpetual Sidewalk Easement to construct, reconstruct, repair, operate and maintain a sidewalk and/or all necessary related facilities over, under, upon and across the following described real property situated in Clark County, Washington, particularly described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH,
BY THIS REFERENCE, IS INCORPORATED HEREIN**

The terms and conditions of this easement shall be binding upon the heirs and assigns of the Grantors and of Clark County, Washington.

CONSIDERATIONS: (i.e. Requirement of Site Plan Approval (SPR 99-999))

DATED this _____ day of _____, 200_

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that (Grantor or Grantor's) Representative signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Sidewalk Easement page 2

Serial #: _____

Sec/T/R: _____

Project: _____

DATE: _____

Notary Public in and for the State of Washington
residing at
My commission expires

Serial #:
Sec-T-R: Sec , T N, R E
Project: PLD

DECLARATION AMENDING SHORT PLAT BOOK ___ PAGE _____

We, _____, the owners of certain real property in Clark County, Washington, legally described therein below (hereinafter "Site"), pursuant to RCW 58.17.215 and CCC 17.701A, which, under specific circumstances, allows Clark County to approve alterations to recorded plats, file this declaration to accomplish that end.

RECITALS:

Whereas, _____ are the owners of property, part of a short plat recorded under Auditor's number 7909100160, Book 1 Page638 the Site, which legal description is set forth by a copy of the previously recorded plat in Exhibit A attached hereto; and

Whereas, the owners have sought to amend the recorded plat to remove the 30 foot road and utility easement along the east line of lot 4; and

Whereas, the owners have previously received the plat alteration approval of Clark County in that planning application numbered PLD2001-00050; and

Whereas, this document is required to satisfy the conditions of approval, RCW 58.17.215 and CCC 17.701A; now, therefore,

1. The undersigned owners declare that they are the sole and exclusive owners of the real property, described in Exhibit A, that is affected by the plat alteration. The short plat that originally created the affected lots is recorded in Book 1 at Page 638 _____, records of Clark County, Washington.
2. Pursuant to the plat alteration, Clark County has authorized elimination of the 30 foot road and utility easement along the east line of lot 4.
3. A revised drawing of the approved alteration is attached hereto and incorporated herein as Exhibit B.

4. The final plat is only amended as set forth above and in all other aspects are unaffected by this document. A copy of this declaration shall be filed with the Clark County Auditor so as to appear in the chain of title of the affected parcels.

Dated this _____ day of _____, 200_.

Approved as to form:

By _____
Christopher Horne
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 200_

Notary Public in and for the State of Washington, residing at _____, therein.
My commission expires:

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 200_.

Notary Public in and for the State of Washington, residing at _____, therein.
My commission expires: