## **COVENANT RUNNING WITH THE LAND**

A <b>COVENANT</b> 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", v	whereby the
owners of said real property on behalf of themselves and all their heirs, as	ssigns and
successors in interest into whose ownership said property may pass, cover	enant that the
County will have access to the stormwater control and treatment facilities	as shown on
an expanded portion of the plat of, attached he	reto and
incorporated herein by reference as Exhibit "B", hereinafter "FACILITIES"	
Owners herein covenant and agree to Clark County on behalf of themselven	es and all of
their heirs, assigns and successors in interest into whose ownership the S	SITE might
pass, as follows, it being specifically agreed and covenanted that this is a	covenant
running with the land described in Exhibit "A".	

- 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 if 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.

- 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 **FACILTIES** 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.

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

Dated this da	y of			·	
APPROVED AS TO FORM	1 ONLY:				
By: Chris Horne Civil Deputy Prosecutir					
		Ву:	Developer	,	
		Ву:	Developer		
STATE OF WASHINGTON	,				
COUNTY OF CLARK	:SS )				
I hereby certify that I know	or have sat	tisfactory evic	lence that _		
Signed this instrument and the uses and purposes me		_	1	free and vo	oluntary act for
Dated:			Notary's S	ignature	
		Му	Appointme	nt Expires:	