

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: _____