

## COVENANT RUNNING WITH THE LAND

**Grantor (owner):** \_\_\_\_\_

**Grantee:** Clark County

**Abbreviated Legal Description:** \_\_\_\_\_

**Assessor's Property Tax  
Parcel/Account No(s):** \_\_\_\_\_

**Subdivision/Site Plan  
Review Case No.:** \_\_\_\_\_

A **Covenant** to Clark County, State of Washington, hereinafter "County," entered into in conjunction with the (Subdivision /Short Plat/Site Plan) Review # \_\_\_\_\_, of certain real property as more particularly described in Exhibit A, hereinafter "Site," whereby the owner(s) of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, together hereinafter referred to as "Grantor," covenant to the County that it will have access to the stormwater facilities as shown on an expanded portion of the plat/site plan of \_\_\_\_\_, attached hereto as Exhibit B, hereinafter "Facilities" along with the instructions provided in the Operations and Maintenance Manual shown in Exhibit C. All exhibits are incorporated herein by reference.

Grantor herein covenants to Clark County and agrees 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. That it is the sole and exclusive owner of the Site.
2. This Covenant has three purposes: to ensure that the Facilities are inspected, maintained, and repaired, as necessary, by the parties identified in the Final Stormwater Plan for the Site as responsible for long-term maintenance; to ensure that the County is allowed access to the Facilities as shown on Exhibit B for both routine and emergency inspection of the Facilities for compliance with the Clark County Stormwater Manual, Chapters 13.26A, 40.385 and 40.386, Clark County Code, as they may be amended and in effect at the time, or as they have been superseded; and to provide access to the County for emergency maintenance or repairs to prevent flooding or pollution of other properties.
3. If the parties responsible for long-term maintenance fail to maintain the Facilities to applicable 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 the Clark County Stormwater Manual as in effect at the time, or requirements that have superseded that Manual. If these actions are not performed in a timely manner, the County may access the Facilities, perform necessary maintenance and repair, and bill the parties responsible for the maintenance in accordance with Title 32 CCC.
4. Nothing in this Covenant shall be construed to provide for public use of or entry into the 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.
5. Grantor takes on the responsibilities discussed in Chapters 1.9.3.1 through 1.9.3.5 of the Clark County Storm Water Manual, along with the instructions provided in the Operations and Maintenance Manual prepared by the project engineer in accordance with the Clark County Storm Water Manual, attached hereto as "Exhibit C".
6. 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 the Site 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 Site may pass.

- 7. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the Site is annexed into a City, the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation, after which Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of the Covenant.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR

Entity name: \_\_\_\_\_

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

Print name \_\_\_\_\_

Print title \_\_\_\_\_

GRANTOR

Entity name: \_\_\_\_\_

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

Print name \_\_\_\_\_

Print title \_\_\_\_\_

APPROVED AS TO FORM ONLY:

ANTHONY F. GOLIK, Prosecuting Attorney

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

\_\_\_\_\_  
Deputy Prosecuting Attorney

Acknowledgment of Corporation

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

\_\_\_\_\_

Notary Public residing at \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

