

Single Family Residential Stormwater
COVENANT RUNNING WITH THE LAND

Grantor(owner): _____

Grantee: Clark County

Abbreviated Legal Description
(SE 1/4, S10, T4N, R1E): _____

Assessor's Property Tax
Parcel/Account No.: _____

Review Case No.: _____

A **Covenant** to Clark County, State of Washington, hereinafter "County", entered into in conjunction with review # _____ of certain real property as more particularly described in exhibit A, hereinafter "Site", whereby Grantor of said real property on behalf of all heirs, assigns and successors in interest into whose ownership the Site may pass, makes this covenant to the Grantee concerning the storm water facility shown in exhibit B. Both exhibits are incorporated herein by reference

Grantor covenants to Clark County on behalf of all persons or entities currently having ownership interest in the Site and all heirs, assigns and successors in interest into whose

ownership the Site may pass, as follows, it being specifically agreed that this covenant runs with the land:

1. Grantor is the sole and exclusive owner of the Site and/or has authority to bind all persons or entities that have a known interest in the Site.
2. Grantor or any subsequent possessor of the Site will be responsible for inspection, maintenance of the full dispersion area as required by the Clark County Storm Water Manual and Chapter 13.26A. of the Clark County Code.
3. Grantor or any subsequent possessor of the Site will ensure the County is allowed, with reasonable notice, access to the facilities for routine and emergency inspections regarding compliance with the Clark County Storm Water Manual and Chapter 13.26A of the Clark County Code.
4. Grantor or any subsequent possessor of the Site will ensure the County is allowed access with or without reasonable notice to the facilities for emergency maintenance and/or repair to prevent flooding or pollution of the Site or other properties.
5. The site must be maintained in native vegetation for full dispersion into native vegetation. If the Site is not maintained in accord with BMP T5.30A in the Clark County Storm Water Manual and Chapter 13.26A and this covenant, Clark County may enter the Site to perform the required maintenance and/or repair and bill the Property Owner pursuant to CCC 32.04.060.
6. Nothing in this covenant shall be construed to provide for public use of or entry onto the Site or into the facilities, except for representatives of Clark County authorized to make reasonable entry to administer this covenant.
7. This covenant and all of its provisions shall be binding upon Grantor and all heirs, assigns and successors in interest into whose ownership the Site may pass, and any obligations made herein by Grantor shall be enforceable against all heirs, assigns and successors in interest into whose ownership the Site may pass.
8. The provisions of this covenant are enforceable in law or equity by Clark County

ACKNOWLEDGEMENT OF CORPORATION

STATE OF WASHINGTON
COUNTY OF _____

On this ____ day of _____, 20____, before me 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 _____ was authorized to execute the
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 in and for the State of WA,
My commission expires: