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 "Si	te", whereby Grantor of said real property on behalf of al
heirs, assigns and successors in interes	st into whose ownership the Site may pass, makes this
covenant to the Grantee concerning the	e 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 h	eirs, assigns and successors in interest into whose

(Revised 11/2018)

Initials (_____)
SFR stormwater covenant

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

and its successors. 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 cause this covenant to be executed the day and year indicated below.

Dated this day of	20		
Approved as to form only: Anthony F. Golik Prosecuting Attorney			
Christine Cook, Senior Deputy Prosecutor Bill Richardson, Deputy Prosecutor	or	Property Owner	
STATE OF WASHINGTON) :SS COUNTY OF CLARK)			
I hereby certify that I know or have satis	factory evidence	that	signed
this covenant and acknowledged it to be purposes mentioned in the covenant.	(his/her) free and	voluntary act for the uses and	1
Dated this day of	_, 20		
	Notary Public My commission	in and for the State of WA, on expires:	

(Revised 11/2018)

ACKNOWLEDGEMENT OF CORPORATION

STATE OF WASH COUNTY OF			
On this	day of	, 20, before m	ie appeared
		and	, to me
		tary, respectively, of	
the corporation tha	t executed the fore	egoing instrument and acknowled	dged the said instrument to be
the free and volunt	ary act of and dee	d of said corporation, for the use	s and purposes therein
mentioned, and on	oath stated that _	was a	uthorized to execute the
instrument and that	t the seal affixed is	s the corporate seal of said corpo	oration.
Witness my hand a	and seal the day an	nd year first above written.	
		Notary Public in and for My commission expires	