

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 as (plat name) _____, the plat of which has been recorded with the Clark County Recorder in Book ____ and Page _____, incorporated therein by this reference. A copy of an expanded portion of the plat is attached hereto and incorporated by reference as Exhibit "A", hereinafter "**SITE**" whereby the owners of said real property on behalf on themselves and al their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that they will maintain the stormwater control and treatment facilities located in _____ Short Plat (hereinafter "**FACILITIES**"), and that the County will have access to the **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. The purposes of this covenant are to ensure that the owners of the real property known as _____ Short Plat and all of their heirs, assigns, and successors in interest to that property will be responsible for inspection and maintenance of the **FACILITIES** as required by Chapters 13.26A and 40.380/40.385 of the Clark County Code (CCC), and that the County will be allowed access to the **FACILITIES**. (_____) initials

2. The owners of the real property known as _____ Short Plat and all of their heirs, assigns, and successors in interest to that property will inspect and maintain the **FACILITIES** according to the requirements of the County Stormwater Facility Maintenance Manual, as further described in CCC Chapters 13.26A and 40.380/40.385. 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 provided for public use of or entry into the stormwater quantity and quality facilities are 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 **FACILTIES** 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, (____) initials

