# APPENDIX E

## Example Covenants

**RECORDING REQUESTED BY**
**AND WHEN RECORDED RETURN TO:**

| | |
|---|---|
| **Grantor** | **:** |
| **Grantee** | **:** |
| **Abbreviated Legal** | **:** |
| **Assessor's Tax Parcel Nos.** | **:** |
| **Prior Excise Tax No.** | **:** |
| **Other Reference No(s).** | **:** |

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## COVENANT RUNNING WITH THE LAND

**A covenant to Clark County, State of Washington, hereinafter "County," entered into in conjunction with the construction of a church structure on certain real property described herein below whereby the owner of said real property, hereinafter "Owner," on behalf of themselves and all their heirs, assigns, and successors-in-interest into whose ownership said parcel may pass, covenant to the County that the property located at approximately _____, Washington, Tax Parcel No. _____, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, will be subject to the terms and conditions set forth below.**

**Owner herein covenants and agrees with the County on behalf of themselves and all their heirs, assigns and successors-in-interest into whose ownership the below-described property might pass as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described.**

**1. The undersigned owner is the sole and exclusive owner of the following described real property located in Clark County, State of Washington: Tax Parcel No. _____, and legally described in Exhibit "A", attached hereto and by this reference incorporated herein.**

**2. The Owner is seeking or has been granted permit approval for the project identified as _____. As part of the project, a stormwater facility is required.**

**3. Clark County generally requires fencing around such stormwater facilities, and will waive the requirement upon the Owner assuming full responsibility and liability for any injuries or other damages suffered by any person because of the lack of fencing that the County would otherwise require.**

**4. The Owner( or include homeowners assoc. as appropriate) agrees to maintain the facility in compliance with the engineer approved plan attached as _____.**

**5. The Owner hereby assumes full responsibility for any injuries or damages suffered by any person that are the result of the lack of fencing, and Owner further shall hold the County harmless for any and all damages relating to the lack of fencing around the stormwater facility. The Owner hereby agrees to indemnity the County for any judgment or costs for which the County may be adjudged to have responsibility because of the failure of the County to require fencing around the stormwater facility.**

**6. A copy of this Covenant will be filed with the Clark County Auditor, so as to appear as a covenant within the chain of title of Tax Parcel No. _____, as legally described in Exhibit "A". A copy of this Covenant will be recorded prior to occupancy approval by the County.**

**6. If any provision of this Covenant or the application of any provision to any person or circumstance is declared invalid, then the rest of the Covenant, or the application of the provision to other persons or circumstances, shall not be affected. The provisions of this Covenant are enforceable in law or in equity by the parties and their successors and assigns.**

**7. This Covenant and all of its provisions shall be binding upon the Owner and any and all of their heirs, assigns and successors-in-interest into whose ownership the above-described real property may pass, and any obligations undertaken by the Owner above described shall be enforceable against all of those heirs, assigns and successors-in-interest into whose ownership the above-described real property may pass.**

**DATED this _____ day of _____, 200___.**

**GRANTOR:**

**By: _____**
**Name: _____**
**Title: _____**

**Approved as to form:**
**ARTHUR D. CURTIS**
**Prosecuting Attorney**

**By: _____**
**Deputy Prosecuting Attorney**

**CLARK COUNTY**

**By: _____**
**Name: _____**
**Title: _____**

**STATE OF WASHINGTON )**
**: ss.**
**COUNTY OF CLARK )**

**On this _____ day of _____, 2004, before me personally appeared _____, to me known to be the _____ of _____, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.**

**DATED this _____ day of _____, 2004.**

_____
**Notary Public for Washington**

_____
**(Printed or Stamped Name of Notary)**
**Residing at _____**
**My appointment expires: _____**

**STATE OF WASHINGTON )**
**: ss.**
**COUNTY OF CLARK )**

**I certify that I know or have satisfactory evidence that _____ _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.**

**DATED this _____ day of _____, 2004.**

_____
**Notary Public for Washington**

_____
**(Printed or Stamped Name of Notary)**
**Residing at _____**
**My appointment expires: _____**

**STATE OF WASHINGTON )**
**: ss.**
**COUNTY OF CLARK )**

**On this _____ day of _____, 2004, before me personally appeared _____, to me known to be the _____ of CLARK COUNTY, WASHINGTON, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.**

**DATED this _____ day of _____, 2004.**

_____
**Notary Public for Washington**

_____
**(Printed or Stamped Name of Notary)**
**Residing at _____**
**My appointment expires: _____**

# COVENANT RUNNING WITH THE LAND

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into in 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 stormwater control and treatment facilities as shown on an expanded portion of the plat of _____ , attached hereto and incorporated herein by reference as 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 described in Exhibit "A".

1. It is the purpose of this covenant to ensure that the County is allowed access to the stormwater control and treatment facilities as shown on Exhibit "B". The purpose of County access is for the inspection of facilities for compliance with CCC 40.350, Stormwater Control Ordinance and its successors. A secondary purpose if 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 40.350 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 stormwater quantity and quality 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.
4. The provisions of this covenant are enforceable in law or 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.

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

Dated this _____ day of _____.

APPROVED AS TO FORM ONLY:

By: _____
Chris Horne
Civil Deputy Prosecuting Attorney

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: _____

_____
Notary's Signature

My Appointment Expires: