

After recording return to:

City of Vancouver

ATTN: _____

PO Box 1995

Vancouver, WA 98668-1995

STORMWATER FACILITY MAINTENANCE COVENANT

Grantor (Owner(s)): _____

Grantee: City of Vancouver, a Washington municipal corporation

City of Vancouver Project Case No.: _____

Assessor's Property Tax Parcel/Account Number(s): _____

Property Abbreviated Legal Description (Full Legal Description attached as Exhibit "A"):

STORMWATER FACILITY MAINTENANCE COVENANT

THIS STORMWATER FACILITY MAINTENANCE COVENANT (this “Agreement”) is entered into by and between the City of Vancouver, a charter city of the first class and a municipal corporation of the State of Washington (the “City”), and _____ (individually and collectively, the “Grantor”), the owner(s) of the subject property, in conjunction with Project Case # _____ (“Project”) for the stormwater control and treatment facilities, as depicted and described in the final civil engineering plans of the Project (“Facilities”) and located on that parcel of land more particularly described on Exhibit A attached hereto (“Site”) effective as of the Execution Date below.

As a condition of the City’s final acceptance of the Project, Grantor makes the following binding promises and covenants, which run with the land, on behalf of Grantor and Grantor’s heirs, assigns, successors in interest, and any and all current and future owners of the Site:

1. Purpose. The purpose of this Agreement is to protect the City’s public stormwater control system by affirming the Grantor’s obligation to inspect, maintain, and repair the Facilities in accordance with the operation, maintenance and other compliance requirements of Vancouver Municipal Code (VMC) Chapter 14.25 (“Stormwater Control Code”) and granting the City authority to enter the Site at all reasonable times in order to determine that the Facilities are being maintained and operating as designed.
2. Covenant Runs with the Land. This Agreement shall be construed as a covenant running with the land burdening the Site with respect to the interests, rights, and powers of the parties hereto and their successors in interest. This Agreement is enforceable against and binding on Grantor, on Grantor’s heirs, assigns and successors in interest, and on all parties having or acquiring any right, title or interest in any part of all of the Site or the Facilities.
3. Access Easement. Grantor hereby grants to the City an easement on the entire Site, unless more narrowly defined, as shown on Exhibit B (“Easement”) for the purpose of providing the City access to inspect the Facilities and perform any maintenance or repairs in accordance with the provisions of this Agreement. Grantor hereby authorizes employees, representatives, and agents of the City to make reasonable entry upon the Site through the Easement for any purposes related to the implementation, administration, and enforcement of this Agreement.

However, this agreement may not be construed to provide for general public use of the Easement or access to the Facilities.

4. Facilities Inspection and Maintenance. Pursuant to VMC 14.25.230, Grantor is responsible for the maintenance of the Facilities. (The “Facilities” may be further defined in Exhibit C – Depiction of Stormwater Facilities, if such exhibit is attached hereto, and are included on the Project plans). The City may enter the Site at all reasonable times to conduct inspection of the Facilities in order to ensure Grantor’s compliance with VMC 14.25.209. In the event of an emergency related to the Facilities, such as flooding or pollution of the Site or other properties affected by the Facilities, the City may enter the Site at any time to perform, at Grantor’s sole cost and expense, emergency repairs on the Facilities (“Emergency Repairs”).
5. Remediation and Enforcement. If Grantor fails to maintain the Facilities to the standards required by VMC 14.25.209, the City may issue written notice to Grantor specifying the actions Grantor must take to bring the Facilities into compliance with the VMC (“Required Maintenance”). If Grantor does not perform the Required Maintenance in a timely manner, the City may, at Grantor’s sole cost and expense, perform the Required Maintenance on Grantor’s behalf. Grantor must reimburse the City for any Required Maintenance or Emergency Repairs performed by the City within thirty (30) days of City’s issuance of an invoice for such Required Maintenance or Emergency Repairs. In addition, the City may at any time take enforcement action against Grantor under VMC Title 22, the Uniform Enforcement Code for Grantor’s failure to comply with this Agreement or the Stormwater Control Code.
6. Governing Law. This Agreement is governed by the laws of the State of Washington and is enforceable in law or equity by the City and its successors. All references to the Vancouver Municipal Code include any amendments or substitutions thereto subsequent to the Effective Date.
7. Exhibits. The following exhibits may be attached hereto and are hereby incorporated in this Agreement:

Exhibit A – Full Legal Description

Exhibit B – Legal Description of Easement and Map of Easement

Exhibit C – Depiction of Stormwater Facilities (Optional)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor hereby executes this Covenant this _____ day of _____ (month), 20____ (the "Execution Date").

By: _____
(Grantor's Authorized Signature)

By: _____
(Grantor's Authorized Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE

STATE OF _____ }
COUNTY OF _____ }SS

I hereby certify that I know or have satisfactory evidence that _____ (name(s)) signed this instrument as the Grantor(s) and acknowledged it to be their free and voluntary act and to be valid for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____ (month), 20_____.

By (Signature): _____

Print Name: _____

Notary Public in and for the State of _____

My Commission Expires: _____

ACKNOWLEDGED BY CITY OF VANCOUVER

By: _____
Lon Pluckhahn, City Manager (or designee)

APPROVED AS TO FORM ONLY:
/s/ City Attorney (previously approved as to form)

Individual

Do not write, sign or stamp outside the double line

EXHIBIT A
LEGAL DESCRIPTION OF SITE

EXHIBIT B
LEGAL DESCRIPTION AND MAP OF EASEMENT

EXHIBIT C
DEPICTION OF STORMWATER FACILITIES

[Optional – See Project As-Builts if Not Included]