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WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)  
RCW 65.04

Please print or type information

Document Title(s) (or, transactions contained therein):
Reference Number(s) of Documents assigned or released:  <input type="checkbox"/> Additional reference #'s on page <input type="text"/> of document.
Grantor(s) (Last name first, then first name and initials):  <input type="checkbox"/> Additional Grantor(s) on page <input type="text"/> of document.
Grantee(s) (Last name first, then first name and initials):  <input type="checkbox"/> Additional Grantee(s) on page <input type="text"/> of document.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range):  <input type="checkbox"/> Additional legal description on page <input type="text"/> of document.
Assessor's Property Tax Parcel/Account Number(s):  <input type="checkbox"/> Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**After recording return to:**

City of Kelso  
P.O. Box 819  
203 S. Pacific Ave., Suite #205  
Kelso, WA 98626

**CITY OF KELSO**

**STORMWATER IMPROVEMENT  
RESTRICTIVE COVENANT**  
(For Small Construction Projects)

**Grantor (owner):** \_\_\_\_\_

**Grantee:** City of Kelso

**Legal Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Assessor's Property Tax  
Parcel/Account No(s):** \_\_\_\_\_

THIS STORMWATER IMPROVEMENT RESTRICTIVE COVENANT (this "Covenant") is made  
this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

("Grantor") and the City of Kelso, a Washington municipal corporation ("Grantee").

## RECITALS

- A. Grantee is the regulatory agency responsible for managing stormwater within the City of Kelso.
- B. Grantor is the owner of certain real Property in the City of Kelso, Washington, described above and referred to in this Agreement as the "Property."
- C. Grantor desires to construct on said property an on-site stormwater management best management practice (BMP), attached hereto and incorporated herein, that must meet the regulatory requests of Grantee.
- D. Grantor and Grantee hereby covenant and agree as follows:

### **1.0 Construction**

In connection with the Grantor's proposed BMP on the Property, Grantee has required and Grantor has agreed to construct the BMP in the location and in the manner shown in Attachment 1.

### **2.0 Maintenance**

Grantor, its heirs, successors or assigns agree to maintain, at his or her sole cost, the BMP, in perpetuity, and in accordance with this Covenant, the approved construction plans, the manufacturer's recommendations, Kelso Municipal Code 13.09, the Kelso Engineering Design Manual, the BMP Maintenance Instructions (Attachment 2), and the Stormwater Management Manual for Western Washington ("SWMMWW") or comparable standards approved by the Grantee.

### **3.0 No Removal**

No part of the BMP shall be altered or removed except as necessary for maintenance, repair or replacement, except as may be agreed to in writing by the parties.

### **4.0 Enforcement**

This agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors and assigns.

### **5.0 Successors and Assigns**

These obligations shall run with the Property and be binding upon the Grantor, its heirs, successors and assigns.

### **6.0 Effective Date**

This Agreement is effective on the date first written above.

### **7.0 Attachments**

Attachment 1: Stormwater Site Plan Drawing and Detail Drawings [Note to User: These drawings will be excerpted from the approved Abbreviated Stormwater Site Plan]

Attachment 2: BMP Maintenance Instructions

GRANTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:

CITY OF KELSO  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON )  
 )ss  
COUNTY OF COWLITZ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (Grantor) is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to executed the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_, to be free and voluntary act of such part for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss  
COUNTY OF COWLITZ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (Grantee) is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to executed the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ City of Kelso, to be free and voluntary act of such part for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney