

After recording please return to:

Owner: _____
Address: _____

LOW INCOME HOUSING COVENANT AGREEMENT
Traffic Impact Fee Waiver; Owner Occupied,
PCC 4A.10.010 (B)(2)(a)

Owner/Grantor: _____

Address: _____

Grantee: Pierce County, Washington

Legal Description: _____

Assessor's Tax Parcel No.: _____

This Low Income Housing Covenant Agreement ("Covenant Agreement") is made by and between _____ ("Owner") and Pierce County in the amount of \$_____, in conjunction with the waiver of the Traffic Impact Fee from Pierce County as provided in Pierce County Code 4A.10.010 (B)(2)(a):

PCC 4A.10.010(B)(2) The following development activities shall be exempt from the imposition of traffic impact fees pursuant to Chapter 4A.40 PCC on the basis of the provisions of RCW 82.02.060(2), which authorize the County to exempt traffic impact fees for the development listed in Section 4A.40.020 that provide low-income housing in Pierce County:

- a. Low-income owner-occupied housing, provided the owner executes and records a covenant on the property providing that the dwelling unit will continue to be used for low-income housing, and that in the event that the dwelling unit is no longer used for low-income housing, the owner shall pay the County the traffic impact fee from which the owner or any prior owner was exempt, plus interest.

This Covenant Agreement will be filed and recorded with the Pierce County Auditor and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant Agreement, following the date of initial residential occupancy of the property pursuant to Building Permit No. _____.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Owner, his successors and assigns heirs, grantees, or lessees of

The Property, beginning on the date of residential occupancy pursuant to the building permit referenced above.

Each and every contract, deed or other instrument covering or conveying the property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed or other instruments.

NOW, THEREFORE, in accordance with Title 4A.10.010 (B)(2)(a) of the Pierce County Code Owner agrees that the dwelling unit on the property will continue to be used for low income housing as defined in the Pierce County Code, and that in the event that the dwelling unit is no longer used for low income housing the owner shall pay the County the traffic impact fee from which the owner or any prior owner was exempt, plus interest.

Signature

Signature

Signature

Address

Address

Address

Zip

Zip

Zip

STATE OF WASHINGTON)

) ss.

County of Pierce)

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

DATED this _____ day of _____, 20_____.

Signature

Print Name

Title

Notary Public in and for the State of Washington,

residing at _____.



Instructions:

1. Have document signed and notarized, property owner records original document with the Pierce County Auditor.
2. Property owner to provide the Planning and Land Services Department a copy of the recorded document for scanning and entry into PALS+ under the building permit number listed in this document.