

After recording please return to:

Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**LOW INCOME HOUSING AGREEMENT AND LIEN  
Traffic Impact Fee Waiver; Rental,  
PCC 4A.10.010 (B)(2)(b)**

Owner/Grantor: \_\_\_\_\_

Address: \_\_\_\_\_

Grantee: Pierce County, Washington

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

Assessor's Tax Parcel No.: \_\_\_\_\_

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

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:

- b. Low-income rental housing, provided the owner of low-income housing executes and records a lien against the property providing that the dwelling unit will continue to be used for low-income housing. The lien against the property shall be subject only to the lien for general taxes. In the event that a rental unit is no longer used for low-income housing, the owner shall pay the County the impact fee from which the owner or any prior owner was exempt, plus interest. The lien shall run with the land and apply to subsequent owners.

This Lien is in the amount of \$ \_\_\_\_\_ and will be filed and recorded with the Pierce County Auditor and shall constitute a Lien upon the use of the property described herein, subject to and in accordance with the terms of this Lien, following the date of initial residential occupancy of the property pursuant to Building Permit No. \_\_\_\_\_.

The Lien contained herein is to be taken and construed as 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 Lien, regardless of whether 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\_\_\_\_\_.

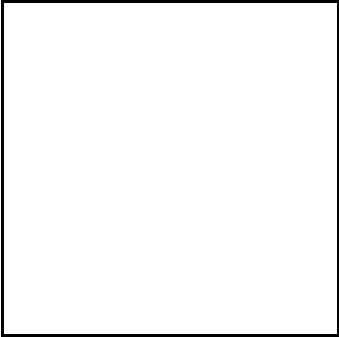
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

My Appointment Expires \_\_\_\_\_

\_\_\_\_\_



**Instructions:**

1. After document is 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.