

RETURN TO:

NO PROTEST AGREEMENT AND COVENANT RUNNING WITH THE LAND

Parcel #(s): _____
R: _____ T: _____ S: _____ Q: _____ Q: _____
Project Name: _____

THIS NO PROTEST AGREEMENT AND COVENANT RUNNING WITH THE LAND is made and entered into this _____ day of _____, 20____, by, between, and among _____, herein known as the "Owners", and Pierce County, a political subdivision of the State of Washington.

WITNESSETH

WHEREAS, the Owners hereto warrant that they each own the parcels of property listed and described below such Owner's name on Exhibit "A" attached hereto and incorporated by this reference, and herein known as the "Properties"; and

WHEREAS, the Owners have submitted an application to Pierce County proposing the subdivision of the Properties which falls under the regulations stated in Section 19A.90.050.A.(7) of the Pierce County Code, which allows residential subdivisions within urban growth areas to utilize interim on-site septic systems if they agree to install dry sewer facilities, and agree not to object to future Local Improvement Districts (LID) or hook-up actions; and

WHEREAS, the Properties are located within the Comprehensive Urban Growth Area (CUGA) of Pierce County, and are proposing to utilize interim on-site septic systems, and are proposing to install dry sewer facilities; and

WHEREAS, as a condition precedent to granting said approval of the subdivision of the Properties, Pierce County requires that the Owners agree that, if and when a Utility Local Improvement District (ULID) is formed for the purpose of extending sanitary sewers to the Properties, the Owners will not file a protest with the Hearing Examiner against said ULID, and will cooperate with any and all petitions supporting said ULID, and that the promise to abstain from protest be a covenant running with the land binding on all subsequent owners; NOW, THEREFORE,

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES CONTAINED HEREIN, THE OWNERS HERETO AGREE AS FOLLOWS:

1. In the event that a Utility Local Improvement District (ULID) is formed for the purpose of extending sanitary sewers to the Properties, the Owners will not file a protest with the Hearing Examiner against said ULID, or protest the inclusion of the Properties within said ULID, or protest the connection charges assessed to the Properties in conjunction with said ULID, and will cooperate with any and all petitions supporting said ULID.

2. In the event that the dryline sewer facilities installed in conjunction with the subdivision of the Properties are connected to the public sewer system, directly or indirectly, by Pierce County or by others, the Owners will cooperate with said connection, and will immediately obtain a sewer service permit from the appropriate agency and connect each structure on the Properties to the sewer system, and pay all connection charges and fees associated with the connection of the Properties to the sewer system.

3. All Owners hereto agree and understand that Pierce County has no responsibility for the connection of the Properties to the public sanitary system.

4. This No Protest Agreement shall be a covenant running with the land and shall be binding on all subsequent heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

PROPERTY OWNERS

STATE OF WASHINGTON)

ss.

County of Pierce)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, to me known to be the _____ of the corporation that executed the 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 authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing in
My commission expires on

STATE OF WASHINGTON)

ss.

COUNTY OF PIERCE)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing in
My commission expires

EXHIBIT "A"
PARTIES AND THEIR RESPECTIVE PROPERTY DESCRIPTIONS

PERPETUAL, RECIPROCAL EASEMENT,
MUTUAL MAINTENANCE AGREEMENT, AND
COVENANT RUNNING WITH THE LAND - 5