

When recorded, please return to:
Jefferson County Department of
Community Development
Development Review Division
621 Sheridan Avenue
Port Townsend, WA 98368

RESTRICTIVE COVENANT

Irondale/Hadlock Sanitary Sewer System No Protest Agreement

Grantor(s): _____

Grantee: **County of JEFFERSON, a Washington municipal corporation**

Reference: _____

Assessor's Property Tax Parcel(s) No: _____

WHEREAS, the Grantor(s) are owners of the parcel(s) listed by owner and parcel identification number above and said parcel(s) is/are located within the planning area boundary of the Irondale/Hadlock Urban Growth Area (UGA); and

WHEREAS, confirmation of sewer service and connection to sanitary sewer is a condition of development or redevelopment of a commercial, industrial, or multi-family residential use located in the sewer service area within the planning area boundary of the Irondale/Hadlock UGA; and

WHEREAS, any commercial, residential and/or public development and/or redevelopment at or upon the parcels listed above may be permitted to hook up to and utilize on-site septic systems subject to the terms and conditions of this Restrictive Covenant

NOW THEREFORE, the GRANTOR covenants and agrees that at any time a Local Infrastructure Financing Tool (LIFT), including but not limited to a Local Improvement District (LID), Utility Local Improvement District (ULID), or any other pro rata sharing of costs to construct and extend public sewer to the parcel(s) listed above is formed and the(se) parcel(s) are subject to a LIFT or within the service area of a LIFT, then the owners and successors in interest as their interests as they may appear of the parcels hereby waive their right of protest to said LIFT except as to the method of assessment and

NOW, THEREFORE, the GRANTOR covenants and agrees that development or redevelopment at the parcels listed above shall connect to the sewer within one year of its availability; and

GRANTOR and GRANTEE acknowledge and confirm that the terms and conditions of this Restrictive Covenant “touch upon the land” and shall “run with the land” or any part thereof described in this agreement for perpetuity.

DATED this _____ day of _____, 2006.

PROPERTY OWNER(S):

STATE OF WASHINGTON)

ss.

COUNTY of JEFFERSON)

On this day personally appeared before me _____,
to me known to the individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that _____ signed the same as _____ free and voluntary act
and deed, for the use and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2006.

NOTARY PUBLIC in and for the State of Washington

residing at _____

My commission expires: _____