

Aaron Clark
2917 Timothy Place
Mount Vernon, WA 98273



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Skagit County Auditor

3/4/2002 Page 1 of 3 1:51PM

**COVENANT AND AGREEMENT REGARDING
ACCESSORY DWELLING UNIT**

I. PARTIES

The parties to this covenant and agreement regarding accessory dwelling unit (Agreement) are:

1. The Grantor, the City of Mount Vernon, Washington, a municipal corporation of the State of Washington (City); and
2. The Grantee, Aaron Clark (Owner)

II. RECITALS

WHEREAS, Owner is the owner and occupant of real property in the City of Mount Vernon, Washington, more particularly described as follows:

Lot 33, Plat of Bakerview West, according to the plat thereof recorded in Volume 17 of Plats, Pages 23 through 16, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P 113647

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- WHEREAS,** Owner desires to locate an accessory dwelling unit on the premises, and
- WHEREAS,** the City of Mount Vernon specifically provides for and authorizes accessory dwelling units pursuant to Ordinance 2593, and
- WHEREAS,** Section 1(M) of Ordinance 2593 specifically provides that the applicant shall provide a covenant regarding owner-occupancy of the premises and removal of the accessory dwelling in the event owner-occupancy ceases, and
- WHEREAS,** the City is prepared to issue a special use permit for an accessory dwelling unit on the premises on the condition that his covenant be executed by Owner, and
- WHEREAS,** the Owner acknowledges that the granting of a special use permit constitutes adequate consideration for the agreement and covenant herein contained.

NOW, THEREFORE,

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, AND THE MUTUAL BENEFITS DERIVED THEREFROM, THE PARTIES DO AGREE AS FOLLOWS:

III AGREEMENT

1. City agrees to issue to Owner a permit to develop an accessory dwelling unit upon the premises described above, provided that all other conditions and obligations set forth in Ordinance 2593 are complied with by Owner.
2. Owner further covenants that at such time as the owner of the property no longer occupies either the principal dwelling unit or the accessory dwelling unit, then the accessory dwelling unit shall be removed and all improvements added to convert the premises to an accessory dwelling unit shall be removed and the site shall be restored to single family dwelling.
3. This Agreement shall run with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto.
4. This agreement shall be recorded in the Office of the Skagit County Auditor immediately following issuance the City of a special use permit for an accessory dwelling unit on the premises. In the event such permit is not issued by the City, this Agreement shall be null and void.



