



201311010065

Skagit County Auditor

\$74.00

11/1/2013 Page

1 of

3 11:15AM

## **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, Ray L. Smith (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:

**Address:** 2765 East Section Street, Mount Vernon

**Assessor's Parcel Number(s):** P27029

**Abbreviated Legal Description:** A portion of the East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 21, Twp. 34N, Rge 4E, W.M., Situate in the City of Mount Vernon, County of Skagit, State of Washington.

**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 MVMC 17.81.110, and

**WHEREAS,** Section M, of MVMC 17.81.110, 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 allow an accessory dwelling unit upon the premises described above, provided that the owner complies with all other conditions and obligations set forth in MVMC 17.81.110.
2. Owner specifically covenants on behalf of himself and all subsequent purchasers of the premises that the existence of the accessory dwelling unit or the principal dwelling unit by the owner. 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 by 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.

DATED THIS Oct DAY OF 17, 2013

**CITY OF MOUNT VERNON:**

BY: [Signature]  
JANA HANSON,  
Community and Economic Development Director



201311010065

Skagit County Auditor

\$74.00

11/1/2013 Page

2 of

3 11:15AM

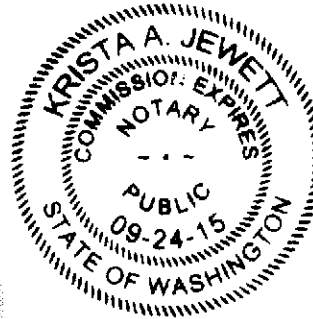
ATTEST: *Alicia D. Huschka*  
ALICIA D. HUSCHKA, Finance Director

APPROVED AS TO FORM:

*Kevin Rogerson*  
KEVIN ROGERSON, City Attorney

**OWNER:**

*Ray L. Smith*  
Ray L. Smith, Owner



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAGIT        )

On this 17 day of October 2013, before me personally  
appeared Ray L. Smith and acknowledged said instrument to be the free  
and voluntary act and deed of said persons for the uses and purposes therein mentioned, and  
on oath stated that they were authorized to execute said instrument.

Given under my hand and official seal, the day and year last above written.

*Krista A. Jewett*  
Notary Public in and for the State of Washington  
Residing at Skagit Co  
My appointment expires 9-24-15

