

**Return Address:**

320 E. Fairhaven Avenue Suite 201  
Burlington Wa 98233



201506100087

Skagit County Auditor

\$77.00

6/10/2015 Page

1 of

6 3:52PM

**Document Title:**

Part 1 of Rental Assistance Contract

**Reference Number** (if applicable):

OMB Approval No. 2502-0608

**Grantor(s):**

☐ additional grantor names on page \_\_\_\_.

- 1) US Department of Housing + Urban Development
- 2) \_\_\_\_\_

**Grantee(s):**

☐ additional grantor names on page \_\_\_\_.

- 1) Home Trust of Skagit
- 2) \_\_\_\_\_

**Abbreviated Legal Description:**

☐ full legal on page(s) \_\_\_\_.

Unit C-2 Southfield P.U.R.D etal

**Assessor Parcel /Tax ID Number:**

☐ additional parcel numbers on page \_\_\_\_.

P128672

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

#### USE AGREEMENT

For Projects Assisted Under the Section 811 Project Rental Assistance Demonstration Program

This Agreement entered into this **First day of April, 2015** by and between **Home Trust of Skagit** (herein called "Owner") and the **Washington State Department of Commerce** (herein called "Grantee"),

Witnessed:

WHEREAS, HUD is directed, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended by the Frank Melville Supportive Housing Investment Act of 2010, Public Law 111 – 374, to establish the Section 811 Project Rental Assistance Demonstration Program ("PRA Demo") to provide rental assistance to persons with disabilities at eligible multifamily projects; and

WHEREAS, in consideration of the Grantee promise to provide HUD funding to Owner, for the property known as **Channel Cove**, located in **LaConner, Washington**, more particularly described in the RAC or in a separate development legal description attached as an Exhibit to the Use Agreement, in accordance with HUD requirements related to the PRA Demo, or any successor program, Owner agrees to implement this Use Agreement.

NOW THEREFORE, the parties agree as follows:

Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of Assisted Units in the Owner's project in accordance with the Section 811 Project Rental Assistance Demonstration Program, Rental Assistance Contract (RAC), HUD PRA Demo requirements, including but not limited to any applicable HUD regulatory, administrative, and contractual requirements, for not less than the thirty (30) years from the date of the Use Agreement. Accordingly, this Use Agreement shall remain in effect until **March 31, 2045**, or until such time as the number of Assisted Units in the RAC has been reduced to zero, as approved by the Grantee.

Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, the Grantee shall provide to the Owner Rental Assistance Payments for units assisted by Section 811 of NAHA (Assisted Units). If Congress fails to appropriate funds adequate to meet the financial needs of the Assisted Units, HUD will not require the Grantee to enforce the Use Agreement covered under a RAC. Under such a circumstance, HUD will allow Grantee to continue to enforce or terminate the Use Agreement at the Grantee's discretion.

In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, Grantee or HUD shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD may also seek an award of damages and/or other relief as may be appropriate.

Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records.

With respect to the eligibility requirements for the Assisted Units, Owner will comply with the RAC. Owner will comply with all other PRA Demo, or successor program requirements as promulgated by HUD, as appropriate.

With respect to Assisted Units, Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.

The rent charged for Assisted Units shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by Grantee, and shall include the reasonable use of all utilities (if applicable) shown on the rental schedule. Notwithstanding any other provision of this Agreement, adjustments after Contract execution shall not result in higher rents charged for Assisted Units as compared to the non-Assisted Units, as determined by Grantee.

Any requests for rent adjustments to the Grantee by the Owner shall be consistent with the requirements of the Rental Assistance Contract and all other PRA Demo or successor program requirements.

Owner shall maintain the premises and equipment, appurtenant thereto, in good repair, safe and sanitary condition consistent with HUD requirements.

The books and accounts of the operations of the property shall be kept in accordance with the relevant HUD requirements related to the PRA Demo, or any successor program.

Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement's expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by Grantee; the Grantee will ensure the purchaser will operate the project in such a way that

it will remain an "Eligible Project" pursuant to 42 U.S.C. 8013(b)(3)(C) and (2) require the purchaser to assume the obligations of this Use Agreement and the Rental Assistance Contract.

Owner shall provide to Grantee or HUD promptly following receipt of a written request from HUD, copies of all business or any other documents regarding the Housing Project, so that Grantee or HUD may evaluate Owner's compliance with the terms of this Agreement. In addition, Owner shall permit Grantee or HUD following notice from Grantee or HUD, to examine the originals of all such documents, at the Project's office during regular business hours.

Owner must certify annually by **April 30** of each year, to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that all Assisted Units and non-Assisted Units, as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirements of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

In witness whereof, the parties hereto have caused these presents to be executed on their behalf and their seals affixed the day and year written below.

WITNESS

(Owner)

BY

And

Grantee

Diane Klontz  
Assistant Director  
Community Services and Housing Division

## ACKNOWLEDGEMENT BY OWNER BEFORE NOTARY PUBLIC

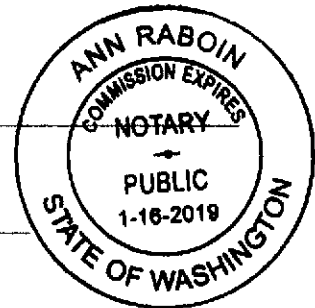
(Complete according to requirements of state of execution.)

## ACKNOWLEDGEMENT BY COMMISSIONER:

STATE OF Washington, SS:  
CITY AND COUNTY OF Skagit

On this 1<sup>st</sup> day of April, 2015, before me  
Ann Raboin, a Notary Public in and for the City and County of  
Mount Vernon, Skagit, appeared  
\_\_\_\_\_ to me personally known and known to me to be the  
duly Authorized Agent of Owner, Jodi Monroe, and  
the person who executed the aforesaid instrument bearing the date of April 1<sup>st</sup>,  
2015 and acknowledged that he executed the aforesaid instrument for and on behalf of  
Jodi Monroe for the purposes herein.

Ann Raboin  
(NOTARY PUBLIC)

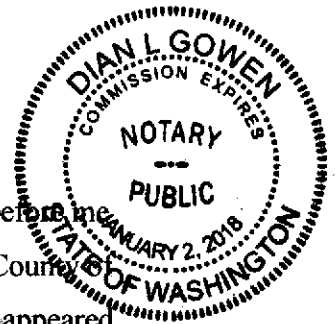
My Commission Expires: 1-16-2019

## ACKNOWLEDGEMENT BY COMMISSIONER:

STATE OF Washington, SS:  
CITY AND COUNTY OF Thurston

On this 15<sup>th</sup> day of April, 2015, before me  
Diane Klonte Gowen, a Notary Public in and for the City and County of  
Olympia, Thurston, appeared  
Diane Klonte to me personally known and known to me to be the  
duly Authorized Agent of the Grantee, and the person who executed the aforesaid  
instrument bearing the date of April 15, 2015 and acknowledged that he  
executed the aforesaid instrument for and on behalf of the said Grantee for the purposes  
herein.

Diane L. Gowen  
(NOTARY PUBLIC)

My Commission Expires: 1/2/2018

Site Search

June 10, 2015



## Property Search

Directory

Find It Here

Records

Contact

## Select a search option below:

☐ Address ☒ Parcel # ☐ Owner Name (Last First) ☐ Road ☐ XrefID

Assessor Home

Treasurer Home

Enter Parcel #:

Clear Help

Print

## Prior Searches

Details

Improvements

Land

Transfers

History

Taxes

Permits

Sales Comps

Clear Prior Searches

P128672

HOME TRUST OF SKAGIT...

P128671

HOME TRUST OF SKAGIT...

P128681

HOME TRUST OF SKAGIT...

P128684

HOME TRUST OF SKAGIT...

P128680

HOME TRUST OF SKAGIT...

P128675

HOME TRUST OF SKAGIT...

938 PARK ST  
LACONNER, WA 98257

P128674

HOME TRUST OF SKAGIT...

P128673

HOME TRUST OF SKAGIT...



**Jurisdiction:** LACONNER  
**Zoning Designation:** Please contact the city of LACONNER for LACONNER zoning information.

## Details for Parcel: P128672

## Parcel Number

P128672

## XrefID

8082-000-003-0300

## Quarter Section Township Range

04 36 34 02

## Owner Information

HOME TRUST OF SKAGIT COUNTY  
 320 E FAIRHAVEN STE 201  
 BURLINGTON, WA 98233

## Site Address(es)

## Map Links

Open in iMap  
 Assessor's Parcel Map:  
 PDF | DWF

## 2014 Values for 2015 Taxes\*

Building Market Value \$ .00  
 Land Market Value +\$25,000.00  
 Total Market Value \$25,000.00  
 Assessed Value \$25,000.00  
 Taxable Value \$25,000.00

## Sale Information

Deed Type BARGAIN SALE & DEED  
 Sale Date 2011-09-23  
 Sale Price \$ .00  
 Sale requires NRL disclosure (more info)

## 2015 Property Tax Summary

2015 Taxable Value \$25,000.00  
 General Taxes \$350.15  
 Special Assessments/Fees  
 Total Taxes \$350.15

\* Effective date of value is January 1 of the assessment year (2014)

## Legal Description Definitions

UNIT C-2 (SOUTH HALF) OF SOUTHFIELD P.U.R.D. AND BSP, AF#200907240089 AKA THAT PORTION OF SOUTHFIELD P.U.R.D., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.; THENCE NORTH 59 DEGREES 59' 20" WEST, ALONG THE NORTH LINE OF SOUTHFIELD P.U.R.D. A DISTANCE OF 265.60 FEET; THENCE SOUTH 30 DEGREES 00' 40" WEST ALONG THE WEST LINE OF SAID SOUTHFIELD P.U.R.D. A DISTANCE OF 101.70 FEET; THENCE SOUTH 59 DEGREES 59' 20" EAST A DISTANCE OF 20.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 51' 00" EAST A DISTANCE OF 25.99 FEET; THENCE SOUTH 24 DEGREES 09' 00" EAST, A DISTANCE OF 43.83 FEET; THENCE SOUTH 65 DEGREES 51' 00" WEST, A DISTANCE OF 25.99 FEET; THENCE NORTH 24 DEGREES 09' 00" WEST, A DISTANCE OF 43.83 FEET TO THE TRUE POINT OF BEGINNING. SW 1/4 OF SE 1/4 OF SEC 36 TWP 34 RGE 2.

Land Use (130) HOUSEHOLD, 5+ UNITS

WAC 458-53-030

Neighborhood (20LCURBAN) LACONNER URBAN RESIDENTIAL

## Utilities

Levy Code 0920  
 City District La Conner  
 School District SD311  
 Fire District  
 Year Built  
 Acres 0.00  
 Living Area  
 Bedrooms  
 Appliances  
 Exemptions

Foundation  
 Construction Style  
 Exterior Walls  
 Roof Style  
 Roof Covering  
 Floor Construction  
 Plumbing  
 Heat-AirCond  
 Fireplace

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