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Skagit County Auditor

\$76.00

5/31/2016 Page

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4 10:40AM

When Recorded Return To:

Washington State Department of Commerce
Housing Trust Fund
1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Attention: Carol Olson, (360) 725-2936

GUARDIAN NORTHWEST TITLE CO.

LOW INCOME HOUSING COVENANT AGREEMENT

108625-1

Grantor (Borrower): Housing Authority of Skagit County

Grantee (Lender): Department of Commerce

Assessor's Tax Parcel ID#: P62437, P62564

Legal Description (abbrev.): Portions of Lots 25 and 36 of the Burlington Acreage Property

Contract Number: 13-94110-012

This Low Income Housing Covenant Agreement (the "Covenant") is made by the Housing Authority of Skagit County, a Washington public body corporate and politic ("Grantor") and is part of the consideration for the financial assistance provided by the Department of Commerce, a department of the state of Washington ("Grantee"), to the Housing Authority of Skagit County pursuant to a Housing Trust Fund Contract Number 13-94110-012 (the "Contract"), for new construction of real property legally described as follows:

Refer to Attachment A, attached hereto and fully incorporated into this Covenant by this reference,
(the "Property").

This Covenant will be filed and recorded in the official public land records of Skagit County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant, for forty (40) years beginning August 1, 2015 and ending July 31, 2055.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, its successors and assigns, heirs, grantees, or lessees of the Property, beginning August 1, 2015 and ending July 31, 2055. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, for the forty (40) years commencing August 1, 2015 and terminating July 31, 2055, as follows:

1. The fourteen (14) units in the Property shall be occupied by migrant and seasonal farmworkers and their families that, at time of admission to the housing, have incomes derived from agricultural work in an amount not less than Three Thousand Dollars (\$3,000.00) per year and that, at time of initial occupancy, have gross annual household incomes at or below fifty percent (50%) of the local area median income for Mount Vernon-Anacortes, WA MSA, adjusted for the imputed household size, as estimated from time to time by the United States Department of Housing and Urban Development ("HUD"). If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figure for Skagit County, Washington published or reported by a federal, state, or local agency as the Department shall select. Rents shall be adjusted for household size and are less the monthly allowance for customary utilities and services (excluding telephone, cable television and other telecommunications), to be paid by tenant.

2. The Grantor will provide safe and sanitary housing, and will comply with all state and local housing codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the housing is located.

3. The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

4. DEFAULT: If a violation of this Covenant occurs, the Department (or its successor agency) may, after thirty (30) days' notice to the Grantor, institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

/SIGNATURE BLOCK AND NOTARY ARE LOCATED ON PAGE 3/

IN WITNESS HEREOF, Housing Authority of Skagit County has executed this Covenant on the 14 day of May, 2015.

WITNESS:

HOUSING AUTHORITY OF SKAGIT COUNTY,
a Washington public body corporate and politic

By: [Signature]

Print Name: MELANIE COREY

Title: EXECUTIVE DIRECTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of the **Housing Authority of Skagit County**, a Washington public body corporate and politic, to be the free and voluntary act and deed of such public body corporate and politic for the uses and purposes mentioned in the instrument.

Date: 5/14/15

[Signature]
Notary Public in and for the State of Washington,
residing at: Skagit County

My commission expires: 10/1/16

HERMELINDA SIERRA
Print Name

(seal or stamp)



ATTACHMENT A

Full Legal Description of Property:

That portion of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 33, Township 35 North, Range 4, East, W. M. and of Tracts 25 and 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, being more particularly described as follows:

Commencing at the center of said Section 33; thence South 0 Degrees 01'36" West along the East line of said Northeast Quarter of the Southwest Quarter a distance of 30.00 feet to the South right of way margin of Lafayette Road being the TRUE POINT OF BEGINNING; thence South 0 Degrees 01'36" West along the East line of said Southwest Quarter a distance of 171.00 feet; thence North 89 Degrees 40'42" West parallel to the North line of said Southeast Quarter, a distance of 247.68 feet; thence South 0 Degrees 01'36" West parallel to said East line of the Southwest Quarter, a distance of 610.55 feet; thence South 89 Degrees 40'42" East a distance of 280.68 feet to the East line of that parcel described as Parcel "P" conveyed to The Housing Authority of Skagit County under Auditor's File No. 200207260012, records of Skagit County, Washington; thence South 0 Degrees 01'36" West parallel to the said East line of the Southwest Quarter of said Section 33 a distance of 504.91 feet to the South line of said Northwest Quarter of the Southeast Quarter; thence North 89 Degrees 50'56" West along said South line of the Northwest Quarter of the Southeast Quarter a distance of 33.00 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter, also being on the South line of said Tract 36 of said Burlington Acreage; thence North 89 Degrees 51'24" West along said South line of Tract 36 a distance of 418.84 feet to a point lying 241.00 feet East of the Southwest corner of the East Half of said Tract 36; thence North 0 Degrees 10'27" East along the East line of that parcel conveyed to Housing Authority of Skagit County under Auditor's File No. 200210280188, a distance of 658.88 feet to a point on the North line of said Tract 36 lying 241.00 feet East of the Northwest corner of the East Half of said Tract 36, said point being the Northeast corner of that parcel conveyed to Housing Authority of Skagit County under Auditor's File No. 200210280188; thence North 89 Degrees 46'29" West along the North line of said Tract 36 a distance of 269.60 feet to the Southwest corner of a tract described as Parcel "S" conveyed to Housing Authority of Skagit County under Auditor's File No. 200207260012, records of Skagit County; thence North 0 Degrees 00'41" East along the West line of said Parcel "S", a distance of 418.27 feet to the Northwest corner of said Parcel "S", being also a point on the South line of the North 211.00 feet of said Tract 25 of said Burlington Acreage; thence South 89 Degrees 41'31" East along the South line of said North 211.00 feet of Tract 25, a distance of 210.79 feet to the Southwest corner of that parcel described as parcel "R" conveyed to Housing Authority of Skagit County under Auditor's File No. 200207260012; thence North 0 Degrees 10'28" East, along the West line of said Parcel "R", a distance of 206.55 feet to the South right of way line of the Lafayette Road; thence North 89 Degrees 46'20" East along the South right of way line of Lafayette Road a distance of 475.53 feet to the TRUE POINT OF BEGINNING.

Said premises also being known as New Parcel 2 as described on that certain Boundary Line Adjustment deed recorded March 14, 2007 as Skagit County Auditor's No. 200703140071.