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Skagit County Auditor

COVER SHEET FOR RECORDING

RETURN TO:

City Of Mount Vernon
Development Services Department
P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT TITLE:

Covenant and Agreement for ADU

GRANTORS:

Barbara E. Jarboe

GRANTEES:

City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: NE1/4 of Section 20, Twp. 34N, Rge. 04 View
Crest #4, Lot 29

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P108164

**COVENANT AND AGREEMENT REGARDING
ACCESSORY DWELLING UNIT**

THIS COVENANT AND AGREEMENT is made and entered into this 2nd day of July, 2018, by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Barbara E. Jarboe, hereinafter the "Owner"

RECITALS

WHEREAS, the owner is the owner and occupant of real property in the City of Mount Vernon, Washington, more particularly described within the attached Exhibit A, and

WHEREAS, the 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 Mount Vernon Municipal Code 17.81.110, and

WHEREAS, MVMC 17.81.110(M), 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, and

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:

AGREEMENT

SECTION 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.

SECTION 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.

SECTION 3. This Agreement shall run with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto.

SECTION 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.

SECTION 5. Notices, demands, correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in this section. The parties hereto may advise the other of new addresses for such notices, demands or correspondence.

| CITY NOTICES: | OWNER NOTICES: |
|--|-----------------------------|
| City of Mount Vernon | Barbara E. Jarboe |
| Attention: Development Services Director | 714 N. 17 th St. |
| 910 Cleveland Ave. | Mount Vernon, WA 98273 |
| Mount Vernon, WA 98273 | |

SECTION 6. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Skagit County Superior Court or the U.S. District Court for Western Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Covenant and Agreement to be executed as of the dates set forth below:

SIGNED AND APPROVED this 2nd day of July, 2018

OWNER:

Barbara E. Jarboe

STATE OF WASHINGTON

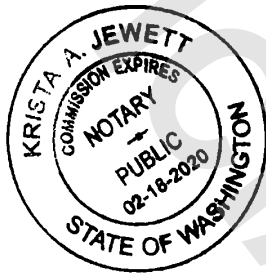
ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Barbara E. Jarboe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Owner of the Subject Property**, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2 day of July, 2018.

(SEAL)



Notary Public Signature

Krista Jewett

Notary Public Printed Name

Krista Jewett

Residing at

Skagit

My appointment expires

2-18-2020

CITY OF MOUNT VERNON:

MAYOR



Jill Boudreau

DEVELOPMENT
SERVICES
DEPARTMENT



Rebecca Lowell

ATTEST



Doug Volesky, Finance Director For.

APPROVED AS
TO FORM



Kevin Rogerson, City Attorney

EXHIBIT A

ADDRESS

714 N. 17th St. Mount Vernon WA, 98273

LEGAL DESCRIPTION

NE1/4 of Section 20, Twp. 34N, Rge. 04 View
Crest #4, Lot 29