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Skagit County Auditor

COVER SHEET FOR RECORDING

RETURN TO: City of Mount Vernon
Development Services Department
910 Cleveland Ave
Mount Vernon, WA 98273

DOCUMENT TITLE: Covenant and Agreement for ADU

GRANTORS: Jose Santos Vargas- Fernandez

GRANTEES: City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: NW1/4 of Section 20, Twp. 34N, Rge. 04E

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P52578

**COVENANT AND AGREEMENT REGARDING
ACCESSORY DWELLING UNIT**

THIS COVENANT AND AGREEMENT is made and entered into this 15 day of January, 2021 by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Jose Santos Vargas- Fernandez, 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 (ADU) on the premises, and

WHEREAS, the City of Mount Vernon specifically provides for and authorizes accessory dwelling units pursuant to Mount Vernon Municipal Code (MVMC) 17.73.110, and

WHEREAS, MVMC 17.73.110(B)(11), specifically provides that the applicant shall provide a Covenant and Agreement regarding owner-occupancy of the premises and removal of the accessory dwelling in the event owner-occupancy ceases, and

WHEREAS, the City has approved a 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 approval for an ADU 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 ONE. City has approved a permit to allow an accessory dwelling unit (ADU) upon the property described within the accompanying **Exhibit A** provided that the owner complies with all conditions and obligations set forth within MVMC 17.73.110.

SECTION TWO. Owner agrees, and with the recording of this Agreement provides notice to future owners, that the ADU on the subject property is predicated upon compliance with MVMC 17.73.110 that (among other things) requires one of the dwelling units on the subject site to be occupied by one or more owner's of the property as the owner's permanent and principal residence. "Owners" shall include title holders and contract purchasers.

SECTION THREE. Owner hereby provides notice that should the subject property be sold to a different owner the new owner has the option of submitting an owner occupancy certificate to the City and if such new owner demonstrates compliance with the provisions of MVMC 17.81.110 the ADU can continue to exist on the subject property.

SECTION FOUR. Owner agrees provide for the removal of improvements added to convert the premises to an accessory dwelling unit and the restoration of the site to a single-family dwelling in the event that any condition of MVMC 17.73.110 or this approval is violated.

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

SECTION SIX. This agreement shall be recorded in the Office of the Skagit County Auditor immediately following issuance by the City of a permit for an accessory dwelling unit on the premises. In the event this document is not recorded, this Agreement shall be null and void.

SECTION SEVEN. 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:

City of Mount Vernon
Attention: Development Services Director
910 Cleveland Ave
Mount Vernon, WA 98273

OWNER NOTICES:

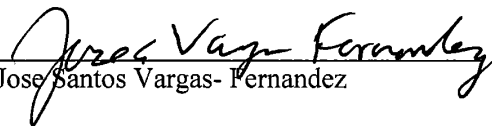
Jose Santos Vargas- Fernandez
229 E Hazel St
Mount Vernon, WA 98273

SECTION EIGHT. 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 15 day of January, 2021.

OWNER:


Jose Santos Vargas- Fernandez

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Jose Santos Vargas- Fernandez** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she/they was/were 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 15th day of January, 2021

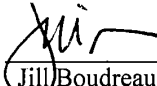
(SEAL)



Notary Public Signature Jessika Kristen Bauer
Notary Public Printed Name Jessica Kristen Bauer
Residing at Burlington
My appointment expires 08/13/2024

CITY OF MOUNT VERNON:

MAYOR



Jill Boudreau

**DEVELOPMENT
SERVICES
DEPARTMENT**



Rebecca Lowell

ATTEST



Doug Volesky, Finance Director

**APPROVED AS
TO FORM**



Kevin Rogerson, City Attorney