

When Recorded Return to:

Skagit County Public Health
Attention: George Kosovich
700 South Second Street, #301
Mount Vernon, WA 98273

Reserved for Recording Purposes Only

DECLARATION OF RESTRICTIVE HOUSING COVENANT

Grantor(s):

1. HOUSING AUTHORITY OF SKAGIT COUNTY, a Washington public body corporate and politic
2. HOUSING AUTHORITY OF SKAGIT COUNTY MOUNT VERNON FARMWORKER LLLP, a Washington limited liability limited partnership

Grantee(s): SKAGIT COUNTY, a Municipal Corporation

Abbreviated Legal: SW NW of Sec. 15, Twp. 34 N., R.4 E., WM

Additional Legal: Exhibit "A"

Assessor's Tax Parcel Number(s): P24832

This Declaration of Restrictive Housing Covenant ("Covenant") is made by the Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership ("Borrower") and the Housing Authority of Skagit County, a Washington public body corporate and politic (the "Authority" and, together with the Borrower, the "Grantor"), and is part of the consideration for the financial assistance provided by Skagit County ("County" or "Grantee") for the development of affordable housing located at 4103 East College Way, Mount Vernon, WA ("Property"), which Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, for development by Grantor into affordable housing.

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, subject to and in accordance with the terms of this Covenant, for fifty years beginning on the date of recording of this Covenant.

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 on the date of recording of this Covenant and ending after fifty years, as set forth in the Funding Agreement (the "Agreement"). Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to be 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, the following covenants, conditions, and restrictions are hereby imposed upon the use and ownership of the Property identified in the attached Exhibit "A" for the term of this Covenant, commencing on the date of execution of this Covenant, as follows:

1. Term, Effective Date. This Covenant shall bind the Property, identified on Exhibit "A," for a period of 50 (fifty) years and shall take effect upon recording with the Skagit County Auditor.
2. Restriction. Borrower was provided funds for the construction of affordable housing from Grantee. Such funds are derived from the Skagit County Real Estate Excise Tax, subject to RCW 82.46.075, which requires said funds to be used for the housing that serves households that at the time of initial occupancy have gross annual household incomes at less than eighty percent (80%) of the local area median income for Skagit County. Therefore, Grantor agree that the condition of the financial assistance of Grantee necessarily restricts use and resale of the Property.
3. Covenant(s). Grantor hereby covenants that within five years of the date of the execution of this agreement, development of the Property into not less than 50 units of affordable housing (the "Project") shall be completed. The Project shall serve households that at the time of initial occupancy have gross annual household incomes at less than eighty percent (80%) of the local area median income for Skagit County and meet the definition of affordable housing as defined by RCW 82.46.075.
4. Compliance with State and Local Requirements. 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 Skagit County.
5. Records. The Grantor will keep any records and make any reports relating to compliance with this Covenant that Grantee may reasonably require.
6. Default. In the event that Grantor, or Grantor's successor-in-interest, (a) fails to maintain or use the Property as residential, or (b) the present and future occupants of the units do

not meet the affordability requirements of the Property, Grantor shall take all legal steps necessary to terminate the tenancies of such occupants as expeditiously as possible subject to all applicable statutory, legal and programmatic restrictions applicable to the Property, including but not limited to Section 42 of the Internal Revenue Code and the policies and regulations promulgated by the Washington State Housing Finance Commission as tax credit allocating agency. Failure to commence such steps within a thirty (30) days following Grantor becoming aware of the fact that the tenants were not from a qualifying population at the time of their initial occupancy shall constitute an Event of Default hereunder and under the terms of the Agreement.

7. Waiver. No delay or omission of any kind on the part of any party in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the provisions of this Covenant.
8. Extent of Remedies. The provisions of this Covenant are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.
9. Amendment. This Covenant may be amended or repealed only by duly recording a written instrument which contains an agreement providing termination, revocation or amendment which is signed by all parties, or their respective heirs, successors or assigns, hereto.
10. Covenants Running with the Land. The covenants, conditions and restrictions contained herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Property and Grantor's heirs, successors and assigns, and all persons possessing any of said Property by, through, or under the Grantor hereto, or their respective heirs, successors or assigns.
11. Notices. Any notice permitted or required to be delivered under the provisions of this Covenant, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States Mail, postage prepaid for first class mail, addressed to the person or entity to such at the most recent mailing address shown for the party.
12. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.
13. Interpretation. The provisions of this Declaration of Covenant shall be liberally construed to effectuate its purpose.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties as of the date first written above.

GRANTEE: SKAGIT COUNTY

By: Trisha Logue
Trisha Logue, Skagit County Administrator

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that TRISHA LOGUE as the Administrator of SKAGIT COUNTY, a municipal corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19 day of October, 2021.




Katie Williams
Notary Public
Print name: Katie Williams
Residing at: Skagit County
My commission expires: 11-29-2023

[Signatures Pages Continue]

GRANTOR:

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

By: 

Melanie Corey
Printed Name

Executive Director
Printed Title


STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Melanie Corey as the Executive Director of the HOUSING AUTHORITY OF SKAGIT COUNTY, a municipal corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was duly authorized to executed this instrument, and that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 14th day of October, 2021.

(SEAL)

Notary Public
State of Washington
Renee C Sinclair
Commission No. 207424
My Commission Expires 5/1/2023


Notary Public
Print name: RENEE C. SINCLAIR
Residing at: Skagit County
My commission expires: 5/1/2023

[Signature Pages Continue]

GRANTOR:

**HOUSING AUTHORITY OF SKAGIT COUNTY
MOUNT VERNON FARMWORKER LLLP,
a Washington limited liability limited partnership**

By: Housing Authority of Skagit County,
a public body corporate and politic of the State of Washington
Its: General Partner

By: 
Melanie Corey, Executive Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, the General Partner of Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14th day of October, 2021.

(SEAL)

Notary Public
State of Washington
Rence C Sinclair
Commission No 207424
My Commission Expires 5/1/2023



Notary Public
Print name: RENCE C SINCLAIR
Residing at: Skagit County
My commission expires: 5/1/2023

Exhibit "A" – LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL A:

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED UNDER AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

AN EASEMENT FOR STORMWATER POND AS ESTABLISHED UNDER OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT FOR DRAINAGE AND STORMWATER FACILITIES RECORDED October 21 2021, UNDER RECORDING NO. 202110210093