



**202205170079**

05/17/2022 01:47 PM Pages: 1 of 6 Fees: \$412.00  
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:** Filmon Ali and Karalee A. Langdon

**GRANTEES:** City of Mount Vernon

**ABBREVIATED LEGAL DESCRIPTION:** SW 1/4 of Section 22, Twp. 34N, Rge. 04E

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):** P107387

## COVENANT AND AGREEMENT REGARDING ACCESSORY DWELLING UNIT

**THIS COVENANT AND AGREEMENT** is made and entered into this 20 day of April, 2022 by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Filmon Ali and Karalee A. Langdon, hereinafter the "Owners"

### RECITALS

**WHEREAS**, the owners are the owners and occupants of real property in the City of Mount Vernon, Washington, more particularly described within the attached **Exhibit A**, and

**WHEREAS**, the owners desire to locate an accessory dwelling unit within the existing structure located on the property described within the attached **Exhibit A**, 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 an accessory dwelling unit 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 ONE.** Owners are required to comply with all conditions and obligations set forth within MVMC 17.73.110. All references to MVMC 17.73.110 in this document shall be construed to mean MVMC 17.73.110 as it is currently written and as it may be amended in the future.

**SECTION TWO.** City has approved a permit to allow an accessory dwelling unit upon the property described within the accompanying **Exhibit A** provided that the owners comply with all conditions and obligations set forth within MVMC 17.73.110.

**SECTION THREE.** Owners agree, and with the recording of this Agreement provides notice to future owners, that the accessory dwelling unit 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 FOUR.** Owners hereby provide 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 17.73.110 the accessory dwelling unit can continue to exist on the subject property.

**SECTION FIVE.** Owners agree to 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 of this approval is violated.

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

**SECTION SEVEN.** 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 EIGHT.** 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:**

Filmon Ali and Karalee A. Langdon  
109 S 38<sup>th</sup> Place  
Mount Vernon, WA 98274

**SECTION NINE.** 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.

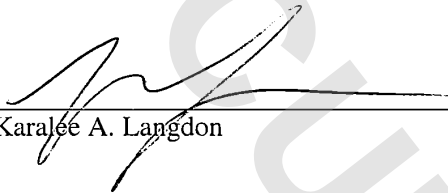
**IN WITNESS WHEREOF,** the parties hereto have caused this Covenant and Agreement to be executed as of the dates set forth below:

**SIGNED AND APPROVED** this 20 day of April, 2022

**OWNER:**



Filmon Ali



Karalee A. Langdon

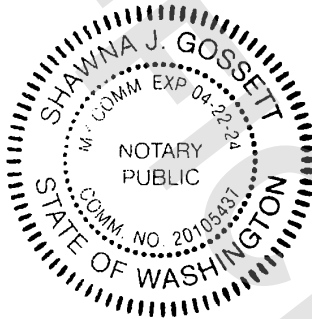
STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Filmon Ali** 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 20 day of April, 2022.



Notary Public Signature

Notary Public Printed Name

SHAWNA J. GOSSETT

Residing at

Maymiller

My appointment expires

4/22/2024

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Karalee A. Langdon** is the person who appeared before me, and said person acknowledged that she 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 20 day of April, 2022



Notary Public Signature

Notary Public Printed Name

SHAWNA J. GOSSETT

Residing at

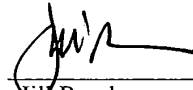
Maymiller

My appointment expires

4/22/2024

CITY OF MOUNT VERNON:

MAYOR

  
Jim Boudreau

DEVELOPMENT  
SERVICES  
DEPARTMENT

  
Rebecca Lowell, Principal  
Planner

ATTEST

  
Becky Jensen, City Clerk

APPROVED AS  
TO FORM

  
Kevin Rogerson, City Attorney

**EXHIBIT A**

**ADDRESS**

P107387

**LEGAL DESCRIPTION**

Lot 1, "Plat of Edgemoor Estates", as per the plat recorded in Volume 16 of Plats, pages 62 through 64, inclusive, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.