



**202303130049**

03/13/2023 10:49 AM Pages: 1 of 6 Fees \$208.50  
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:** Pineda Trust

**GRANTEES:** City of Mount Vernon

**ABBREVIATED LEGAL DESCRIPTION:** (0.1500 ac) LOT 33, PLAT OF BLACKBURN RIDGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGES 206 THROUGH 208, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):** P113182

**COVENANT AND AGREEMENT REGARDING  
ACCESSORY DWELLING UNIT**

**THIS COVENANT AND AGREEMENT** is made and entered into this 3<sup>rd</sup> Day of March, 2023 by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Gilbert and Kyla Pineda, Trustees of Pineda Trust, 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 (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 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 ONE.** Owner is 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 (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 THREE.** 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 FOUR.** 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 17.73.110 the ADU can continue to exist on the subject property.

**SECTION FIVE.** 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 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:**

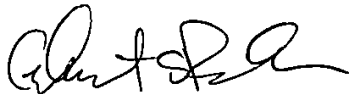
Pineda Trust  
Gilbert and Kyla Pineda  
1502 Traci Place  
Mount Vernon, WA 98273

**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 3<sup>rd</sup> day of March, 2023

**OWNER:**



Gilbert Pineda



Kyla Pineda

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Gilbert Pineda 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 3<sup>rd</sup> day of March, 2023



Notary Public Signature

Delaney Knox

Notary Public Printed Name

Delaney Knox

Residing at

Mount Vernon

My appointment expires

4-18-26

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Kyla Pineda 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 3<sup>rd</sup> day of March, 2023



Notary Public Signature

Delaney Knox

Notary Public Printed Name

Delaney Knox

Residing at

Mount Vernon

My appointment expires

4-18-26

CITY OF MOUNT VERNON:


MAYOR

  
Jill Boudreau


DEVELOPMENT  
SERVICES  
DEPARTMENT

  
Darren Groth

ATTEST

  
~~Doug Volesky, Finance Director~~  
Becky Jensen, City Clerk

APPROVED AS  
TO FORM

  
Kevin Rogerson, City Attorney

**EXHIBIT A**

**ADDRESS**

1502 Traci Place, Mount Vernon, WA 98273

**LEGAL DESCRIPTION**

(0.1500 ac) LOT 33, PLAT OF BLACKBURN RIDGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGES 206 THROUGH 208, RECORDS OF SKAGIT COUNTY, WASHINGTON.