

**When Recorded Return to:**

Skagit County Public Health  
Attention: Shelley J. Kjos  
700 South Second Street, #301  
Mount Vernon, WA 98273

*Reserved for Recording Purposes Only*

**DECLARATION OF RESTRICTIVE HOUSING COVENANT**

Grantor(s): NORTHWEST YOUTH SERVICES, a nonprofit organization

Grantee(s): SKAGIT COUNTY, a political subdivision of the State of Washington

Abbreviated Legal: Ptn. Gov. Lot 9, Section 19, Township 34 North, Range 4 East, Parcel No.  
P26595-34049-0-244-001

Additional Legal: Exhibit "A"

Assessor's Tax Parcel Number(s): P26595/34049-0-244-0001

This Declaration of Restrictive Housing Covenant ("Covenant") is made by Northwest Youth Services, a nonprofit organization (the "Grantor"), and is part of the consideration for the financial assistance being provided by Skagit County ("County" or "Grantee") for the maintenance and rehabilitation of 427 North 4<sup>th</sup> Street ("Property"), which Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

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 described herein, subject to and in accordance with the terms of this Covenant, for twenty (20) years beginning on the 24<sup>th</sup> of October, 2024

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 24<sup>th</sup> of October, 2024 and ending after twenty years,

as set forth in Funding Agreement C20240476. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to 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 twenty (20) years and shall take effect upon 10/24/2024.
2. Restriction. Grantor was provided funds for maintenance and rehabilitation of existing residential structures at the Property for the purposes of preparing the Property for use as transitional housing (the "Project") for young adults ages 18-24. (the "Development Project") from Grantee, Skagit County. Such funds represent Skagit County Affordable and Supportive Housing and Use tax under RCW 82.14.510. Therefore, Grantor agrees that the condition of the financial assistance of Grantee Skagit County necessarily restricts use of some of the Property.
3. Covenant(s). Grantor hereby covenants that the Project shall include up to 5 beds of transitional housing for unaccompanied youth and young adults ages 18-24 experiencing or at imminent risk of homelessness and whose income is at or below 60% of the Skagit County Area Median Income (AMI). Project units will maintain affordability at less than 60% AMI for at least 20 years.
4. Compliance with State and Local Requirements. The 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 housing as detailed in paragraph 3 above, or (b) the present and future occupants of the units subject to this Low-Income Covenant do not meet the foregoing income limits at the time of their initial occupation of the Property, Grantor shall take all legal steps necessary to terminate the tenancies of such occupants as expeditiously as possible. Failure to commence such steps within thirty (30) days following Grantor becoming aware of the fact that the tenants were over income 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, their 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.

GRANTEE: SKAGIT COUNTY, a political subdivision of the State of Washington

By: Trisha Logue  
Signature  
Trisha Logue, Skagit County Administrator

Date: 10-17-24

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 17 day of October, 2024.

(SEAL)



Katie Williams  
Notary Public  
Print name: Katie Williams  
Residing at: Skagit County  
My commission expires: 11-29-2027

GRANTOR: NORTHWEST YOUTH SERVICES, a Washington nonprofit organization

By: Northwest Youth Services, a  
nonprofit organization

By: [Signature]  
Signature

Date: 8/21/24

Jason McGill  
Jason McGill

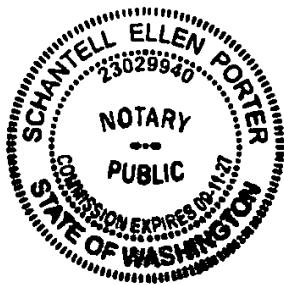
Chief Executive Officer  
CEO

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jason McGill as the Chief Executive Officer of NORTHWEST YOUTH SERVICES, a Washington nonprofit 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 21 day of August, 2024.

(SEAL)



Schantell Ellen Porter  
Notary Public  
Print name: Schantell Ellen Porter  
Residing at: Bellingham, WA  
My commission expires: 06-11-27

**Exhibit "A" – LEGAL DESCRIPTION OF PROPERTY**

THAT PORTION OF GOVERNMENT LOT 9 IN SECTION 19, TOWNSHIP 34 NORTH,  
RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,395 FEET NORTH AND 30 FEET WEST OF THE  $\frac{1}{4}$  CORNER  
BETWEEN SECTIONS 19 AND 20,  
IN TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.;  
THENCE WEST 118.32 FEET;  
THENCE NORTH 60 FEET;  
THENCE EAST 118.32 FEET;  
THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

Situated in Skagit County, Washington.