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06/29/2022 02:28 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:

Jorge and Carolina Aguirre

GRANTEES:

City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: SW1/4 of Section 21, Twp. 34N, Rge. 04E

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P100349

**COVENANT AND AGREEMENT REGARDING
ACCESSORY DWELLING UNIT**

THIS COVENANT AND AGREEMENT is made and entered into this 14th day of June, 2022 by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” and Jorge and Carolina Aguirre, 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:

Jorge and Carolina Aguirre
308 S 27th St
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 14th Day of June, 2022

OWNER:

Jorge Aguirre
Jorge Aguirre

Carolina Aguirre
Carolina Aguirre

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Carolina Aguirre is the person who appeared before me, and said person(s) acknowledged that he/she/they 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 14 day of June, 2022.



Notary Public Signature Shawna J. Gossett
Notary Public Printed Name SHAWNA J. GOSSETT
Residing at Marysville
My appointment expires 4/22/2024

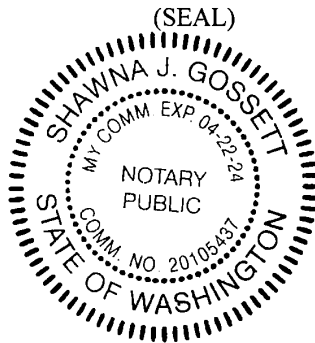
STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Jorge Aguirre is the person who appeared before me, and said person(s) acknowledged that he/she/they 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 14 day of June, 2022.



Notary Public Signature Shawna J. Gossett
Notary Public Printed Name SHAWNA J. GOSSETT
Residing at Marysville, WA
My appointment expires 4/22/2024

CITY OF MOUNT VERNON:

MAYOR




Jim Boudreau


DEVELOPMENT
SERVICES
DEPARTMENT




Rebecca Lowell

ATTEST



Doug Volesky, Finance Director

Becky Jensen, City Clerk

APPROVED AS
TO FORM



Kevin Rogerson, City Attorney

EXHIBIT A

ADDRESS

308 South 27th Street, Mount Vernon, WA 98274

LEGAL DESCRIPTION

LOT 55, PARTINGTON PLACE DIV 1, RECORDED IN
VOLUME 14 OF PLATS, PAGES 186 TO 190,
RECORDS OF SKAGIT COUNTY, WASHINGTON.