



202607210033

07/21/2026 11:16 AM Pages: 1 of 8 Fees: \$514.00
Skagit County Auditor

After Recording Return to:
City of Mount Vernon
910 Cleveland Ave.
Mount Vernon, WA 98273

Document Title: Tandem Parking Agreement and Covenant

Grantor(s): OMEYOCAN LLC

Grantee: City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: Section 20, Township 34 North, Range 4 E – SE NE

Full Legal Description: Full legal description of subject property is contained within the accompanying Exhibit "A"

Assessor's Tax Parcel No: P26917

TANDEM PARKING AGREEMENT & COVENANT

THIS AGREEMENT is entered into on this 4th day of June, 2025, by and between the City of Mount Vernon hereinafter referred to as the "City" and **OMEYOCAN LLC—Tina Wong registered agent** hereinafter referred to as "Owner".

RECITALS

WHEREAS, the Owner has constructed multi-family structure with ten (10) dwelling units and associated parking on real property they own addressed at 403 N 21st Street, Mount Vernon that is identified by the Skagit County Assessor as parcel P26917, and which is legally described in the accompanying **Exhibit A**. Hereinafter this property is referred to within this document as the "Property"; and

WHEREAS, the Property has been development with ten tandem parking spaces (i.e., parking spaces arranged one behind another) to serve the multi-family residential dwelling units the owner has constructed on the Property; and

WHEREAS, the City, in the exercise of its official regulatory authority under the (zoning, building permit, parking standards) has determined the tandem parking arrangement is acceptable, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the City and Owner agree as follows:

Section 1. Designation of Tandem Parking Spaces.

- a. Owner designates the spaces shown on **Exhibit B** as the location and configuration of the tandem parking spaces.
- b. The tandem configuration shall serve the residential unit(s) identified as: 301 and 304
201 and 303

Section 2. Access, Use and Maintenance.

- a. The tandem parking spaces shall be used by occupants or authorized users of the residential unit(s) identified in Section 1 above.
- b. Owner shall ensure that both vehicles have ingress/egress rights and that the tandem configuration does not unreasonably block access to either vehicle.
- c. Maintenance of the parking area (pavement, striping, signage, lighting) shall be the responsibility of the Owner or its legal successor, e.g., HOA, as applicable.
- d. The Owner shall place signage or marking as required by the City (if any) to identify the tandem configuration.

Section 3. City Approval and Compliance.

- a. The tandem parking arrangement has been reviewed and approved by the City's Development Services Department under permit no. PLAN21-0040.
- b. Owner shall thereafter comply with all City requirements (zoning, building code, fire, parking design) applicable to the tandem parking configuration.

Section 4. Default and Remedies.

If Owner, or its successors, fails to maintain the tandem parking arrangement in conformance with this Agreement, the City may take action, including but not limited to requiring conversion to non-tandem parking, or enforcing any liens or remedies available under law. Owner shall pay all recording, filing, and administrative costs associated with such enforcement.

Section 5. Exhibits.

Attached to, and made part of this Agreement with this reference are the below described Exhibits:

Exhibit A: Legal description of the Owner's Property

Exhibit B: Illustrative drawing showing the location and configuration of the tandem parking

Section 6. Amendment or Release.

This Agreement may only be amended or released upon written approval of the City and upon recording of such amendment or release in the Skagit County Auditor's office.

Section 7. Notices.

All notices hereunder shall be given to the parties at the addresses shown below. Any notice or other document required or permitted by this Agreement to be delivered to a party shall be deemed delivered on the day personally delivered; or shall be deemed delivered three (3) days after mailing. If the delivery day after mailing falls on a Saturday, Sunday, or City observed holiday, or if personal delivery is made after normal working hours, then the delivery day shall be determined to be the next day that is not a Saturday, Sunday, or City observed holiday.

Delivery to the City shall be made separately to:

City of Mount Vernon
Attention: City Attorney
910 Cleveland Ave
Mount Vernon, WA 98273

City of Mount Vernon
Attention: Development Services Director
910 Cleveland Ave
Mount Vernon, WA 98273

Or to such other address/department as is later specified to the City by written notice to the Owner.

Delivery to Owners shall be made to:

Alvin Wong
PO Box 7207
Bellevue, WA 98008

Or to other such address as is later specified by Owner by written notice to the City.

Section 8. Binding.

This Agreement and Covenant shall run with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto. It shall remain in force so long as the tandem parking spaces serve the units described above or as may be amended or released by the City in accordance with Section 7.

Section 9. Other.

- a. Private Development. It is agreed among the parties that the multi-family development with associated tandem parking spaces is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.
- b. Governing Law: This Agreement shall be governed by the laws of the State of Washington.
- c. Severability: If any provision hereof is held invalid, the remainder shall remain in full force and effect.
- d. Counterparts: This Agreement may be executed in one or more counterparts.

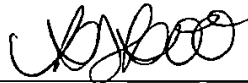
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Covenant to be executed as of the date set forth below:

SIGNED AND APPROVED this 14 day of June, 2025

~~CITY OF MOUNT VERNON~~

OWNER

OMEYOCAN LLC—Tina Wong



Signature of Property Owner

NOTARY ACKNOWLEDGEMENT(S)

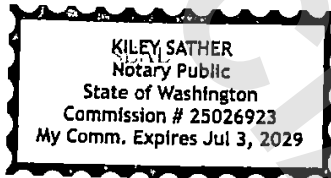
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that TINA WONG is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 27 day of MARCH, 2026



Kiley Sather
Notary Public

Residing at Juanita US Bank

My appointment expires July 3rd 2029

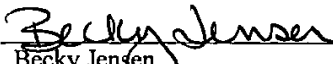
CITY OF MOUNT VERNON

Mayor



Peter Donovan

City Clerk



Becky Jensen

Development Services Director



Steve Sexton

Approved as to form:
City Attorney



Kevin Rogerson

Exhibit A: Legal description of the Owner's Property

Exhibit B: Illustrative drawing showing the location and configuration of the tandem parking

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS
AGREEMENT AND COVENANT

That portion of the West half of the East half of the Southeast quarter of the Northeast quarter of Section 20, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision;

Thence South $1^{\circ}18'11''$ East along the East line of said subdivision, a distance of 385.00 feet;

Thence South $88^{\circ}46'27''$ West, a distance of 30.00 feet to a point on the West line of 21st Street as established in the City of Mount Vernon, and which is the true point of beginning of this property description;

Thence South $88^{\circ}46'27''$ West, a distance of 105.40 feet;

Thence North $1^{\circ}13'33''$ West, a distance of 200.00 feet;

Thence North $88^{\circ}46'27''$ East, a distance of 85.16 feet;

Thence on a curve to the right, having a radius of 20.00 feet; an arc distance of 31.39 feet to a point on the West line of said 21st Street;

Thence South $1^{\circ}18'11''$ East along the West line of said 21st Street, a distance of 180.03 feet to the true point of beginning of this property description.

Situated in Skagit County, Washington

Legal description from Chicago Title Insurance Company Title Report dated January 8, 2021

[illegible]