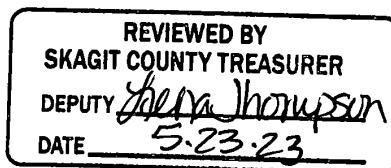




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05/23/2023 08:57 AM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

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



Document Title: NGPA Easement

Grantor(s): Heron Point Holdings, LLP

Grantee: City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: Lots 4-6, SP LU-05-056, 16, 34N, 04E

Full Legal Description: Full legal description of subject property and NGPA easement are legally described in Exhibit "A" and Exhibit "B" attached and incorporated by reference

Assessor's Tax Parcel No: P125897, P125898, P125899

**EASEMENT FOR
NATIVE GROWTH PROTECTION AREA (NGPA)**

IN CONSIDERATION of Mount Vernon Municipal Code (MVMC) 15.40.040(L) that contains the applicability, standards, and method of creation of native growth protection areas (NGPAs) for areas included under City Project Number: PLAN21-0663, and mutual benefits herein, the property owner(s) **Heron Point Holdings, LLP** hereafter referred to as Grantor(s), does hereby grant, convey and warrant to the City of Mount Vernon, a political subdivision of the State of Washington, a non-exclusive perpetual easement establishing a NGPA over, along and across those portions of the property legally described and depicted in attached **Exhibits A and B**, together with the right of ingress and egress to and from this easement over property owned by the Grantor, their heirs and assigns, for the purpose of monitoring and enforcing proper operation and maintenance of the NGPA(s) described herein.

This easement is granted to and conditioned upon the following terms, conditions and covenants:

1. Grantor is the owner of that certain real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference.
2. The NGPA is described and shown in **Exhibit B** attached hereto and incorporated herein by this reference.
3. A NGPA Easement is hereby created for the purpose of preserving critical areas, buffering and protecting plants and animal habitat, and preventing harm to property and the environment including, but not limited to; controlling surface water runoff and erosion and maintaining slope stability.

This NGPA easement establishes and creates an obligation to maintain and protect the NGPA tract(s) and leave undisturbed all trees and other vegetation within this area, except for the removal of diseased or dying vegetation that presents a hazard, or the implementation of an enhancement plan required and/or approved by the City. Any work in the NGPA, including removal of dead, diseased or dying vegetation, shall not occur unless the express written authorization of the City has been received. The cost associated with the evaluation, removal and replanting of any vegetation shall not be the responsibility of the City; but rather shall be borne by the property owner; which also includes Homeowner's Associations if they are the owner of said NGPA property.

The City of Mount Vernon is hereby granted an irrevocable easement over, along and across the area designated as a NGPA, together with the right of ingress and egress to and from the NGPA for the purpose of monitoring and enforcing proper operation and maintenance of the NGPA described herein. The City of Mount Vernon shall have the right, but not the obligation, to enforce the requirements, terms and conditions of this restriction by any method available under law. The obligation to ensure all terms of the NGPA are met is the responsibility of the property owner.


The rights and obligations set forth herein for this NGPA easement shall insure to and be binding upon all the parties, their heirs, successors and assigns, and shall constitute an easement running with the land.

4. Grantor(s) shall hereafter be responsible for maintaining and repairing the NGPA areas as described herein and is hereby required to leave NGPA areas undisturbed in a natural state. Grantor(s) are responsible for maintenance and protection of the NGPA area. Maintenance includes ensuring that no alterations occur within the tract and that all vegetation remains undisturbed unless the express written authorization of the City of Mount Vernon has been received.
5. With the exception of activities identified as Allowed without a Specific Development Permit under MVMC 15.40.020(D), any land-use activity that could impair the functions and values of critical areas or their buffers through a development activity or by disturbance of the soil or water, and/or by removal of, or damage to, existing vegetation shall require critical areas review and written authorization pursuant to Chapter 15.40 of the MVMC. No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind, planting of non-native vegetation or grazing of livestock is allowed within the NGPA areas except as specifically permitted by the City of Mount Vernon on a case-by-case basis consistent with Chapter 15.40 of the MVMC.
6. Grantor(s) retains the right to use and possession of the real property over which the easement is granted to the extent permitted by the City of Mount Vernon as low impact uses and activities which are consistent with the purpose and function of the NGPA, which comply with Chapter 15.40 of the MVMC, and which do not detract from its integrity may be permitted within the NGPA depending on the sensitivity of the habitat involved.
7. Should any disturbance of the NGPA occur, the fee owners shall have the obligation to restore and return the affected area to its natural state immediately, under the provisions of a City approved mitigation plan.
8. The parties recognize this easement is created, granted and accepted for the benefit of the inherent natural functions provided by the NGPA, but shall not be construed to provide open or common space for owners, tenants, lessors within the project or members of the public.
9. By acceptance of the easement for the purposes described, the City of Mount Vernon does not accept or assume any liability of acts or omissions of the fee owners, his or her invitees, licensees or other third parties within the easement area. Grantor(s) hold the City of Mount Vernon harmless from any damage or injury to any property or person by any person entering the easement area not expressly authorized to do so.
10. Grantor(s) agrees that this easement shall run with the land and that the rights and obligations of Grantor(s) and the City of Mount Vernon shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.
11. Grantor(s) covenants that they own the property legally described herein and has lawful right to convey the interest in the property to the City of Mount Vernon for the benefit of the public forever.

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

SIGNED AND APPROVED this 22 day of May, 2023

J. Hugh Wiebe



Signature of Property Owner

CITY OF MOUNT VERNON



Signature of Development Services Director or Designee

STATE OF WASHINGTON

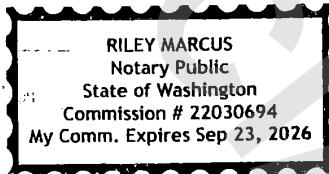
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Hughmiller is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Governor to be the free and voluntary act and deed of said Governor, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day May of, 2023.

(SEAL)



Riley Marcus
Notary Public

Residing at Bellingham, WA

My appointment expires 09/23/2026

EXHIBIT A

Legal Description of Grantor's Property

Lots 4-6, inclusive, as delineated on Short Plat No. LU 05-056, approved on February 7, 2007 and recorded February 13, 2007 under Auditor's File No. 200702130096, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 34 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

EXHIBIT B
Native Growth Protection Area (NGPA) Easement Legal Description

That portion of Lots 4, 5, and 6, Short Plat No. LU05-056, according to the map thereof, recorded under auditor's file no. 200702130096, records of Skagit County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Lot 4;

Thence South $88^{\circ}38'43''$ East along the North line of said Lot 4, for a distance of 23.17 feet;

Thence South $02^{\circ}25'08''$ East for a distance of 32.99 feet;

Thence South $01^{\circ}06'31''$ West for a distance of 54.41 feet;

Thence South $03^{\circ}42'14''$ West for a distance of 20.49 feet to the South line of said Lot 4;

Thence continuing South $03^{\circ}42'14''$ West for a distance of 0.52 feet;

Thence South $02^{\circ}29'40''$ East for a distance of 39.15 feet;

Thence South $01^{\circ}40'13''$ West for a distance of 25.76 feet;

Thence South $06^{\circ}05'13''$ West for a distance of 20.82 feet to the South line of said Lot 5;

Thence continuing South $06^{\circ}05'13''$ West for a distance of 6.32 feet;

Thence South $06^{\circ}58'09''$ West for a distance of 38.44 feet;

Thence South $05^{\circ}51'57''$ East for a distance of 41.88 feet to the South line of said Lot 6;

Thence North $88^{\circ}38'43''$ West along said South line, for a distance of 24.58 feet to the Southwest corner of said Lot 6;

Thence North $00^{\circ}58'10''$ East along the West line of said Lots 4, 5 and 6, for a distance of 280.00 feet to the Northwest corner of said Lot 4 and to the **Point of Beginning**.

Containing 6,746 Square Feet, more or less.

Situate in Skagit County, Washington.



**LAND DEVELOPMENT
ENGINEERING &
SURVEYING INC.**
 5160 INDUSTRIAL PL. #108
 FERNDALE, WA 98248
 Phone (360) 383-0620

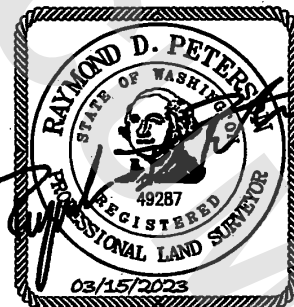


EXHIBIT "C"
(DEPICTION OF NATIVE GROWTH PROTECTION AREA EASEMENT)

