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07/12/2023 02:14 PM Pages: 1 of 19 Fees: \$221.50
Skagit County Auditor

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

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<i>Lera Thompson</i>
DATE	<u>7.12.23</u>

Document Title: Agreement to Subordinate Lessee's Rights

Grantor(s): Housing Authority of Skagit County Mount Vernon
Farmworkers LLLP

Grantee: Housing Authority of Skagit County, a Washington Housing
Authority; and
City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: SW of the NW of Sec. 15, Twp. 34N., R. 04E, W.M.

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.

Property Address: 4103 E College Way, Mount Vernon, WA 98273

Assessor's Tax Parcel No: P24832

UNOFFICIAL DOCUMENT

**AGREEMENT TO SUBORDINATE LESSEE'S RIGHTS
UNDER LEASE TO TERMS AND CONDITIONS OF EASEMENT FOR NATURAL GROWTH
PROTECTION AREA REQUIRED TO COMPLETE PERMITTING PROCESS UNDER CITY
OF MOUNT VERNON PERMIT NUMBER PLAN20-0319**

AGREEMENT between the **Housing Authority of Skagit County** (a public body corporate and politic of the State of Washington), hereafter referred to as Property Owner, and the **Housing Authority of Skagit County Mount Vernon Farmworkers LLLP**, hereinafter referred to as Lessee.

WITNESSETH:

WHEREAS, Property Owner holds fee title to the premises, hereinafter "the Property," described in **Exhibit A**, attached to this Agreement; and

WHEREAS, Lessee has possession of the Property under a ground lease agreement dated October 21, 2021, which is described in a Memorandum of Lease recorded on October 21, 2021, under Auditor's file number 202110210117; and

WHEREAS, Property Owner, as the applicant for a permit to develop the Property, intends to sign a Natural Growth Protection Area (NGPA) agreement, which is attached hereto as **Exhibit B** (includes a legal description and map of the NGPA), to fulfill a condition of the permit issued under City of Mount Vernon (City) permit number PLAN20-0319; and

WHEREAS the NGPA Agreement creates an irrevocable easement over a certain portion of the Property and, among other conditions, requires Property Owner to maintain the NGPA at Property Owner's expense, to obtain the express written permission of the City to perform any work in the NGPA, and to grant the City of Mount Vernon the right of ingress and egress to monitor and enforce requirements, terms, and conditions of the NGPA agreement.

WHEREAS, because Lessee leased the property before the NGPA easement could be created, it is necessary for Lessee to subordinate its rights under its lease to the terms and conditions of the NGPA agreement to fulfill the intent of the NGPA agreement and complete the permitting process for the development on the Property.

NOW THEREFORE, THE PROPERTY OWNER AND LESSEE AGREE AS FOLLOWS:

1. Lessee acknowledges that Property Owner is required to establish the NGPA easement as a condition of finalizing work under permit number PLAN20-0319 and hereby agrees to subordinate its interest in the Property under its lease with the Property Owner to the terms and conditions imposed under the NGPA agreement.

SIGNED AND APPROVED this 11th day of July, 2023.

HOUSING AUTHORITY OF SKAGIT COUNTY,
a public body corporate and politic of the State of Washington

By: [Signature]
Name: Melanie Corey
Its: Executive Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On the 11th day of July, 2023, before me personally appeared **Melanie Corey** to me personally known, who, being by me duly sworn, did say that she is the **Executive Director** of the **Housing Authority of Skagit County (a Washington Housing Authority)** and executed the foregoing NGPA easement in behalf of said **Housing Authority** and acknowledged said **NGPA Easement** for the uses and purposes therein mentioned, and under oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public Signature
Residing at Skagit County WA
My appointment expires 5/1/2027

Address for Notices:

Housing Authority of Skagit County
1650 Port Drive
Burlington, WA 98233

EXHIBIT A

Legal Description of Grantor's Property

PARCEL A:

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED UNDER AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

AN EASEMENT FOR STORMWATER POND AS ESTABLISHED UNDER OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT FOR DRAINAGE AND STORMWATER FACILITIES RECORDED OCTOBER 21, 2021, UNDER RECORDING NO. 202110210093.

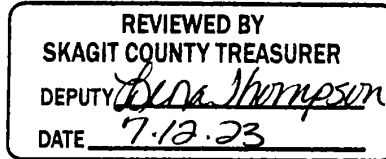
EXHIBIT B
NGPA Easement

UNOFFICIAL DOCUMENT

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07/12/2023 02:11 PM Pages: 1 of 13 Fees: \$215.50
Skagit County Auditor

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



Document Title: NGPA Easement

Grantor(s): Housing Authority of Skagit County, a Washington Housing Authority

Grantee: City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: SW of the NW of Sec. 15, Twp. 34N., R. 04E, W.M.

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.

Property Address: 4103 E College Way, Mount Vernon, WA 98273

Assessor's Tax Parcel No: P24832

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 **PLAN20-0319**, and mutual benefits herein, the property owner(s) **Housing Authority of Skagit County** (a public body corporate and politic of the State of Washington), 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 for the acts or omissions of the fee owners, his or her invitees, licenses 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 will obtain and provide a copy of an agreement between it and the Housing Authority of Skagit County Mount Vernon Farmworker LLLP on October 21, 2021 that subordinates the Lessee's rights under that lease to this NGPA agreement and thereby establish that Grantor has the lawful right to convey the NGPA easement 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 11th day of July, 2023

OWNER

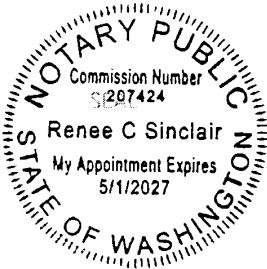
[Signature]
Housing Authority of Skagit County

MELANIE COREY
Printed Name

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

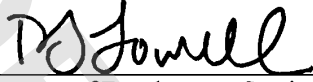
On the 11th day of July, 2023, before me personally appeared **Melanie Corey** to me personally known, who, being by me duly sworn, did say that she is the **Executive Director** of the **Housing Authority of Skagit County (a Washington Housing Authority)** and executed the foregoing NGPA easement in behalf of said **Housing Authority** and acknowledged said **NGPA Easement** for the uses and purposes therein mentioned, and under oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public Signature
Residing at Skagit County WA
My appointment expires 5/1/2027

CITY OF MOUNT VERNON



Signature of Development Services Director or
Designee

UNOFFICIAL DOCUMENT

EXHIBIT A

Legal Description of Grantor's Property

PARCEL A:

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED UNDER AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

AN EASEMENT FOR STORMWATER POND AS ESTABLISHED UNDER OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT FOR DRAINAGE AND STORMWATER FACILITIES RECORDED OCTOBER 21, 2021, UNDER RECORDING NO. 202110210093.

EXHIBIT B

Legal Description and Map of NGPA Area

UNOFFICIAL DOCUMENT

NGPA EASEMENT AREA "A"

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 88°41'12" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION,
SAID LINE ALSO BEING THE RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 538
(COLLEGE WAY), FOR A DISTANCE OF 1352.60 FEET TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15;
THENCE NORTH 1°26'27" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 40.00 FEET
TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF STATE ROUTE 538 (COLLEGE WAY);
THENCE NORTH 88°41'12" WEST ALONG SAID RIGHT-OF-WAY MARGIN FOR A DISTANCE
OF 67.39 FEET TO THE TRUE **POINT OF BEGINNING** OF THIS DESCRIPTION;
THENCE CONTINUING NORTH 88°41' 12" WEST ALONG SAID RIGHT-OF-WAY MARGIN FOR
A DISTANCE OF 209.46 FEET;
THENCE NORTH 0°52'25" EAST 34.08 FEET;
THENCE NORTH 16°42'33" EAST 28.73 FEET;
THENCE NORTH 36°27'36" EAST 39.26 FEET;
THENCE NORTH 50°21'16" EAST 33.70 FEET;
THENCE NORTH 25°30'27" WEST 20.56 FEET;
THENCE NORTH 6°19'43" WEST 19.60 FEET;
THENCE NORTH 32°52'10" EAST 16.92 FEET;
THENCE NORTH 69°00'20" EAST 17.01 FEET;
THENCE SOUTH 76°13'32" EAST 13.89 FEET;
THENCE NORTH 55°10'09" EAST 66.75 FEET;
THENCE NORTH 68°35'48" EAST 58.10 FEET;
THENCE NORTH 80°00'05" EAST 40.15 FEET;
THENCE SOUTH 76°30'13" EAST 22.89 FEET;
THENCE NORTH 35°49'25" EAST 46.85 FEET TO THE EAST LINE OF SAID SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH 1°26'27" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 212.17 FEET;
THENCE SOUTH 71°34'55" WEST 38.58 FEET;
THENCE SOUTH 33°21'21" WEST 58.83 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

NGPA EASEMENT AREA "B"

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 88°41'12" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION,
SAID LINE ALSO BEING THE RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 538
(COLLEGE WAY), FOR A DISTANCE OF 1352.60 FEET TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15;
THENCE NORTH 1°26'27" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 656.00 FEET
TO THE TRUE **POINT OF BEGINNING** OF THIS DESCRIPTION;
THENCE NORTH 88°41'12" WEST PARALLEL WITH SAID EAST-WEST CENTERLINE FOR A
DISTANCE OF 35.14 FEET;
THENCE SOUTH 05°35'03" WEST 34.18 FEET;
THENCE SOUTH 26°34'22" EAST 33.97 FEET;
THENCE SOUTH 04°51'16" WEST 65.84 FEET;
THENCE SOUTH 01°13'02" EAST 76.17 FEET;
THENCE SOUTH 09°47'23" WEST 62.35 FEET;
THENCE SOUTH 24°22'46" EAST 49.43 FEET;
THENCE SOUTH 55°14'40" EAST 11.44 FEET TO THE EAST LINE OF SAID SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 1°26'27" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 318.45 FEET
TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

NGPA EASEMENT AREA "C"

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 88°41'12" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION,
SAID LINE ALSO BEING THE RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 538
(COLLEGE WAY), FOR A DISTANCE OF 1352.60 FEET TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15;
THENCE NORTH 1°26'27" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 656.00 FEET;
THENCE NORTH 88°41'12" WEST PARALLEL WITH SAID EAST-WEST CENTERLINE FOR A
DISTANCE OF 118.12 FEET TO THE TRUE **POINT OF BEGINNING** OF THIS DESCRIPTION;
THENCE CONTINUING NORTH 88°41'12" WEST 89.30 FEET;
THENCE SOUTH 65°01'18" EAST 18.13 FEET;
THENCE SOUTH 84°16'13" EAST 44.08 FEET;
THENCE NORTH 70°57'14" EAST 30.67 FEET TO THE **POINT OF BEGINNING**.

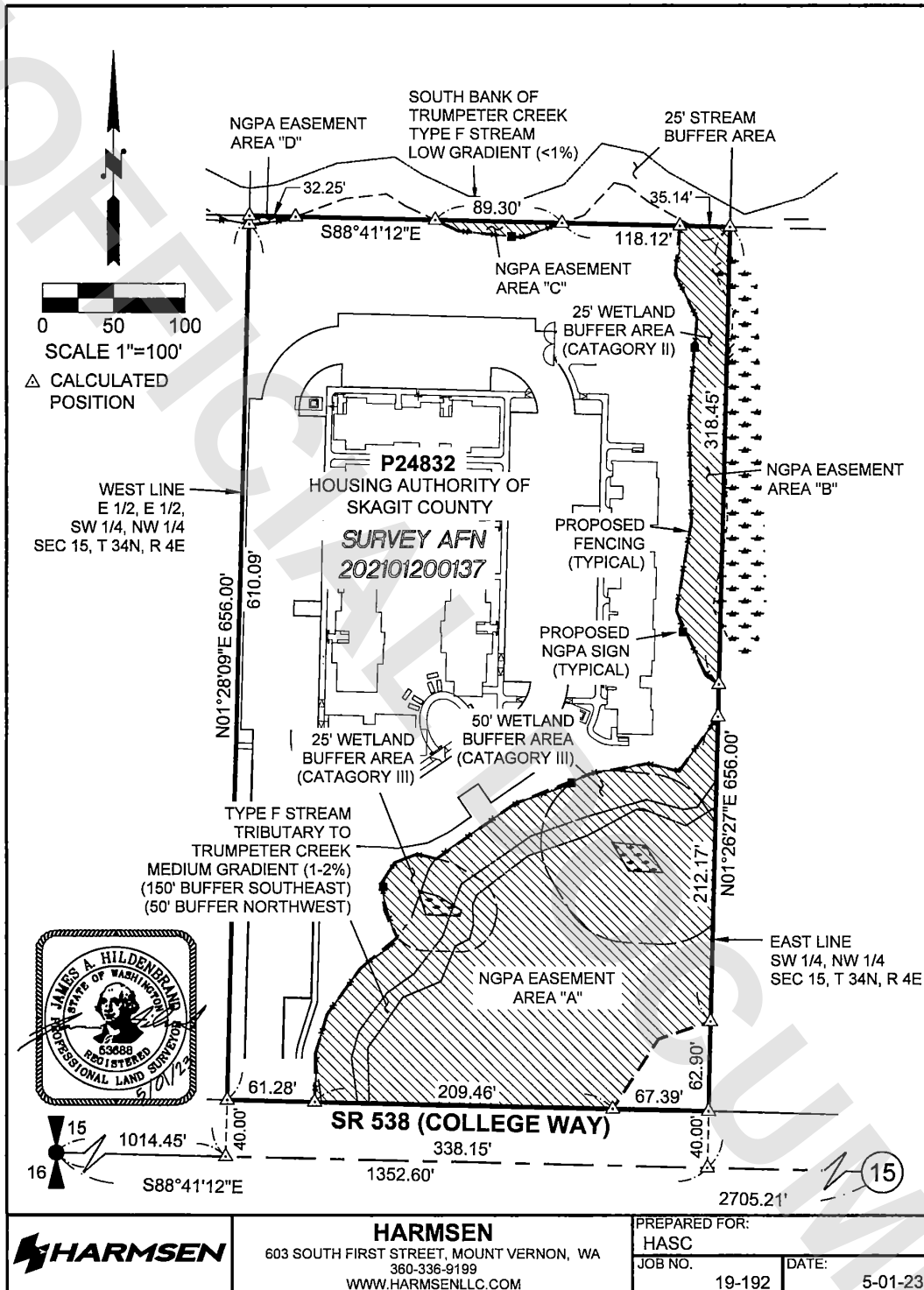
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

NGPA EASEMENT AREA "D"

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 88°41'12" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION,
SAID LINE ALSO BEING THE RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 538
(COLLEGE WAY), FOR A DISTANCE OF 1014.45 FEET TO THE WEST LINE OF THE EAST
HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION 15;
THENCE NORTH 1°28'09" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 656.00 FEET
TO THE TRUE **POINT OF BEGINNING** OF THIS DESCRIPTION;
THENCE SOUTH 88°41'12" EAST PARALLEL WITH SAID EAST-WEST CENTERLINE FOR A
DISTANCE OF 32.25 FEET;
THENCE SOUTH 65°44'50" WEST 4.80 FEET;
THENCE SOUTH 82°16'25" WEST 22.52 FEET;
THENCE SOUTH 88°15'55" WEST 5.71 FEET TO SAID WEST LINE;
THENCE NORTH 01°28'09" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 5.91 FEET
TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



HARMSSEN
603 SOUTH FIRST STREET, MOUNT VERNON, WA
360-336-9199
WWW.HARMSSENLLC.COM

PREPARED FOR: HASC	
JOB NO. 19-192	DATE: 5-01-23



HOUSING AUTHORITY
OF SKAGIT COUNTY

This institution is an equal opportunity provider and employer.

July 11, 2023

City of Mount Vernon
Development Services
910 Cleveland Avenue
Mount Vernon, WA 98273

Dear City of Mount Vernon,

We request that visits to the Mount Vernon Family Housing site, per the NGPA, by the grantee (City of Mount Vernon) be arranged ahead of time with the grantor (Mount Vernon Family Housing). This will ensure the safety of all our residents. Visitors to the site will be accompanied by our staff, per the NGPA agreement.

To arrange a visit, please contact the Manager of Properties and Operations, Gilberto Estrada, at 360-708-5825, or email info@skagitcountyha.org and include "Manager of Properties" in the heading.

Please retain this letter with our NGPA Agreement.

Sincerely,

Melanie Corey
Executive Director



ELDERLY & FAMILY HOUSING

LOW-INCOME WEATHERIZATION



1650 Port Drive, Burlington, Washington 98233 ♦ (360) 428-1959 ♦ FAX: (360) 424-6005