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07/24/2023 02:53 PM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 7.24.23

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

Document Title: Native Growth Protection Area (NGPA) Easement

Grantor(s): Skagit County, a political subdivision of the State of Washington

Grantee: City of Mount Vernon, a Washington Municipal Corporation

Abbreviated Legal Description: THE WEST 10 ACRES OF THE EAST 20 ACRES OF THE SE1/4 OF THE NW1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE RIGHT OF WAY FOR STATE HIGHWAY NO. 538, COMMONLY KNOWN AS COLLEGE WAY, ALONG THE SOUTH LINE THEREOF; AND EXCEPT THAT PORTION OF SAID PREMISES, IF ANY, LYING WITHIN THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8608140061. SURVEY AF#202205120046; and (4.8700 ac) INCLUDING MANUFACTURED HOME 1983 BLAZER 60X28 SERIAL NUMBER 9211533207 THE WEST 5 ACRES OF THE EAST 10 ACRE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LESS ROAD AND ALSO LESS RT 2-034-01 FOR ROAD. SURVEY AF#202205120046

SKAGIT COUNTY
Contract # C20230305
Page 1 of 9

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

Assessor's Tax Parcel Numbers: P25048 (XrefId: 340416-2-033-0005); and P25050 (XrefId: 340416-2-034-0004).

**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: **PLAN20-0185**, and mutual benefits herein, the property owner, **Skagit County**, a political subdivision of the State of Washington, hereafter referred to as Grantor, does hereby grant, convey and warrant to the **City of Mount Vernon**, a Washington municipal corporation (herein "Grantee" or "City"), 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 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 _____ day of _____, 2023

SKAGIT COUNTY (Grantor)

See attached Skagit County signature page.

CITY OF MOUNT VERNON (Grantee)

Jill

By: Jill Boudreau, Mayor
Date: July 24, 2023, 2023

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jill Boudreau is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor to be the free and voluntary act and deed of said City of Mount Vernon, a Washington municipal corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of July, 2023.

(SEAL)



Kerri A. Grechishkin
Notary Public
Residing at Mount Vernon, WA
My appointment expires 5/11/27

DATED this 17 day of July, 2023.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Lisa Janicki

Lisa Janicki, Commissioner

Peter Browning
Peter Browning, Commissioner

Attest:
Kerri Ullmanis
Clerk of the Board

Authorization per Resolution R20160001

Recommended:
Bde

County Administrator

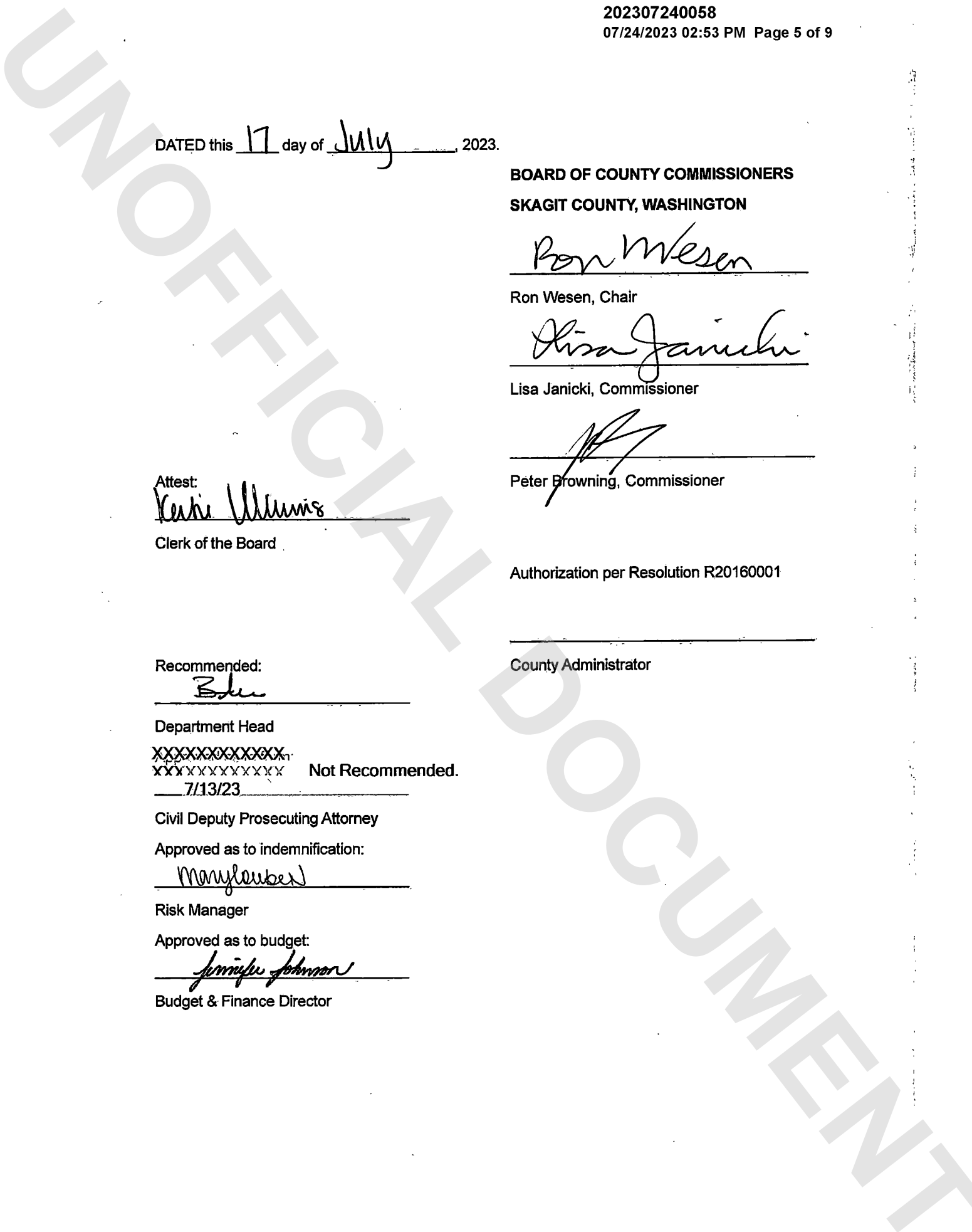
Department Head
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX Not Recommended.
7/13/23

Civil Deputy Prosecuting Attorney

Approved as to indemnification:
Marylouise

Risk Manager

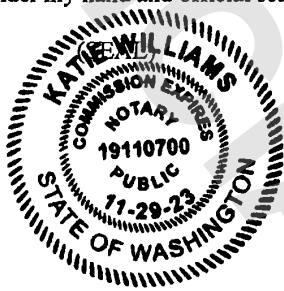
Approved as to budget:
Jennifer Johnson
Budget & Finance Director



STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Lisa Janicki, and/or Peter Browning is/are the person(s) 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 Skagit County Commissioners to be the free and voluntary act and deed of Skagit County, a political subdivision of the State of Washington, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of July, 2023.



Katie Williams
Notary Public
Residing at Skagit County
My appointment expires 11-29-2023

EXHIBIT A

Legal Description of Grantor's Property

LEGAL DESCRIPTION OF PARCEL P25048 (WARRANTY DEED AFN 200506010004):

THE WEST 10 ACRES OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.,

EXCEPT THE RIGHT OF WAY FOR STATE HIGHWAY NO. 538, COMMONLY KNOWN AS COLLEGE WAY, ALONG THE SOUTH LINE THEREOF;

AND EXCEPT THAT PORTION OF SAID PREMISES, IF ANY, LYING WITHIN THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

AND ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, BY DEED RECORDED AUGUST 14, 1986, UNDER AUDITOR'S FILE NO. 8608140061.

LEGAL DESCRIPTION OF PARCEL P25050 (STATUTORY WARRANTY DEED AFN 9703180075):

THE WEST 5 ACRES OF THE EAST 10 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT COUNTY ROAD ALONG THE SOUTH LINE THEREOF

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B
Legal Description and Map of NGPA Area

ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 16;
THENCE SOUTH 1°14'35" WEST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1320.51 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER;
THENCE LEAVING SAID EAST LINE, NORTH 88°31'18" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER A DISTANCE OF 164.91 FEET TO THE EASTERLY LINE OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°31'18" WEST A DISTANCE OF 200.00 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 1°14'35" WEST PARALLEL WITH SAID EASTERLY LINE OF THE WEST 5 ACRES OF THE EAST 10 ACRES A DISTANCE OF 200.00 FEET;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 88°31'18" EAST PARALLEL WITH SAID NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER A DISTANCE OF 150.00 FEET;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 1°14'53" WEST A DISTANCE OF 460.00 FEET;
THENCE SOUTH 88°31'18" EAST PARALLEL WITH SAID NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER A DISTANCE OF 50.04 FEET TO THE EASTERLY LINE OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER;
THENCE LEAVING SAID PARALLEL LINE, NORTH 1°14'35" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 660.01 FEET TO THE TRUE POINT OF BEGINNING;

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

CONTAINING 63009 SQUARE FEET, MORE OR LESS.



