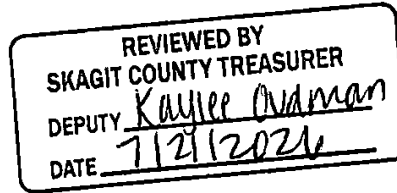




202607210039

07/21/2026 11:55 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor

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



Document Title: NGPA Easement

Grantor(s): Shaw Group LP

Grantee: City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: Ptn of NE ¼ of the SW ¼, Sec. 16, Twp 34N, Rge 4 E, 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.

Assessor's Tax Parcel No: P25067

**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: **PLAN22-0389 and BLDG23-0613**, and mutual benefits herein, the property owner(s) **Shaw Group LP**, 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, B and C**, 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 **Exhibits B and C** 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 16 day of July, 2026

OWNER

OWNER

Humberto A. Piazza
Signature of Property Owner

Signature of Property Owner

Printed Name of Signatory:

Humberto A. Piazza
Member

Title of Signatory:

LP is Managed by (check as applicable)

☒ Member Managed ☐ Manager Managed

State of Incorporation:

LP Address:

224 Stewart Rd suite 130

LP Telephone No.:

360-424-3547

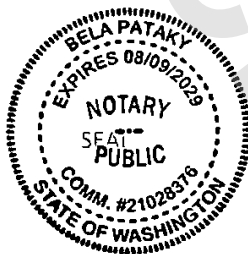
LP Email Address:

hjm@piazzaconst.com

NOTARY ACKNOWLEDGMENT REQUIRED FOR SIGNATURE OF OWNER(S)

On the 16 day of July, 2026, before me personally appeared Humberto Pizarra to me personally known, who, being by me duly sworn, did say that he or she is the member/manager of Shaw Group, a limited partnership of the state of Washington, executed the foregoing Designation of Agent in behalf of said limited liability company by authority of its Articles of Organization and/or its Operating Agreement; and acknowledged said Designation of Agent to be the free act and deed of said limited liability company for the uses and purposes therein mentioned, and on 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.



A handwritten signature of the Notary Public, Bela Pataky, written in black ink.

Notary Public Signature

Residing at FERNOALE, WA.

My appointment expires 08-09-2029

Date copy mailed to Registered Agent: _____

NATURAL GROWTH PROTECTION EASEMENT

BURDENED PARCEL DESCRIPTION

A.F.N. 202309050066

PARCEL "A"

THE WEST 165 FEET OF THE EAST 660 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THE SOUTH 60 FEET AND THE NORTH 40 FEET FOR ROAD AND RIGHT-OF-WAY PURPOSES AS CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED UNDER AUDITOR'S FILE No. 9904090045.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT "B"

NATURAL GROWTH PROTECTION EASEMENT

AFFECTING TAX PARCEL No. P25067

AN IRREVOCABLE NATURAL GROWTH PROTECTION EASEMENT OVER, ALONG, AND ACROSS A PORTION OF THE WEST 165 FEET OF THE EAST 660 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 16 AS MARKED BY A CASED MONUMENT AT THE INTERSECTION OF EAST COLLEGE WAY AND NORTH LAVENTURE ROAD;

THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER AND THE CENTERLINE OF EAST COLLEGE WAY SOUTH $88^{\circ}38'47''$ EAST 484.48 FEET;

THENCE SOUTH $01^{\circ}15'53''$ WEST, 40.00 FEET MORE OR LESS TO THE SOUTH MARGIN OF COLLEGE WAY AND THE NORTHWEST CORNER OF LOT 2 OF "SHORT PLAT No. MV 3-92" RECORDED ON FEBRUARY 28, 1992 IN BOOK 10, PAGES 64 AND 65;

THENCE SOUTH $88^{\circ}39'08''$ EAST ALONG SAID MARGIN, 30.00 FEET TO THE NORTHWEST CORNER OF LOT 1 SAID SHORT PLAT;

THENCE SOUTH $01^{\circ}15'53''$ WEST ALONG THE WEST BOUNDARY OF SAID LOT 1, 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH $88^{\circ}38'48''$ EAST ALONG THE EAST-WEST LINE COMMON TO SAID LOT 1 AND THE AFOREMENTIONED LOT 2, 135.00 FEET TO THE MOST EASTERLY AND NORTHERLY CORNER OF SAID LOT 2 ON THE BOUNDARY COMMON TO SAID LOT AND THE AFOREMENTIONED WEST 165 FEET OF THE EAST 660 FEET AND THE TRUE POINT OF BEGINNING OF THE NATURAL GROWTH PROTECTION EASEMENT DESCRIBED HEREIN;

THENCE NORTH $11^{\circ}56'10''$ EAST ON A RADIAL BEARING, 37.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 37.50 FEET;

THENCE SOUTH AND EAST ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF $79^{\circ}19'44''$ OVER AN ARC DISTANCE OF 51.92 FEET TO THE POINT OF TANGENCY FROM WHICH THE CLOSING RADIAL BEARS NORTH $88^{\circ}44'06''$ WEST TO THE CENTER POINT OF THE CURVE;

THENCE SOUTH $01^{\circ}15'53''$ WEST, 302.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 37.50 FEET;

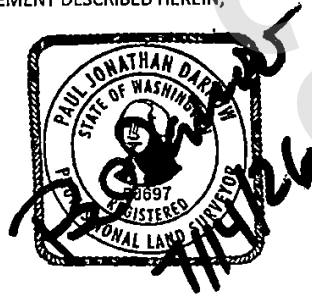
THENCE SOUTH AND WEST ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF $89^{\circ}59'58''$ OVER AN ARC DISTANCE OF 58.90 FEET TO A POINT ON THE AFOREMENTIONED COMMON BOUNDARY BETWEEN SAID LOT 2 AND THE AFOREMENTIONED WEST 165 FEET OF THE EAST 660 FEET;

THENCE NORTH $01^{\circ}15'53''$ EAST ALONG SAID COMMON BOUNDARY ON A RADIAL BEARING, 37.50 FEET TO THE CENTER POINT OF THE AFOREMENTIONED CURVE CONCAVE TO THE NORTH;

THENCE NORTH $01^{\circ}15'53''$ EAST ALONG SAID COMMON BOUNDARY, 302.96 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THE EASEMENT DESCRIBED HEREIN;

CONTAINS 13, 439 S.F. MORE OR LESS.

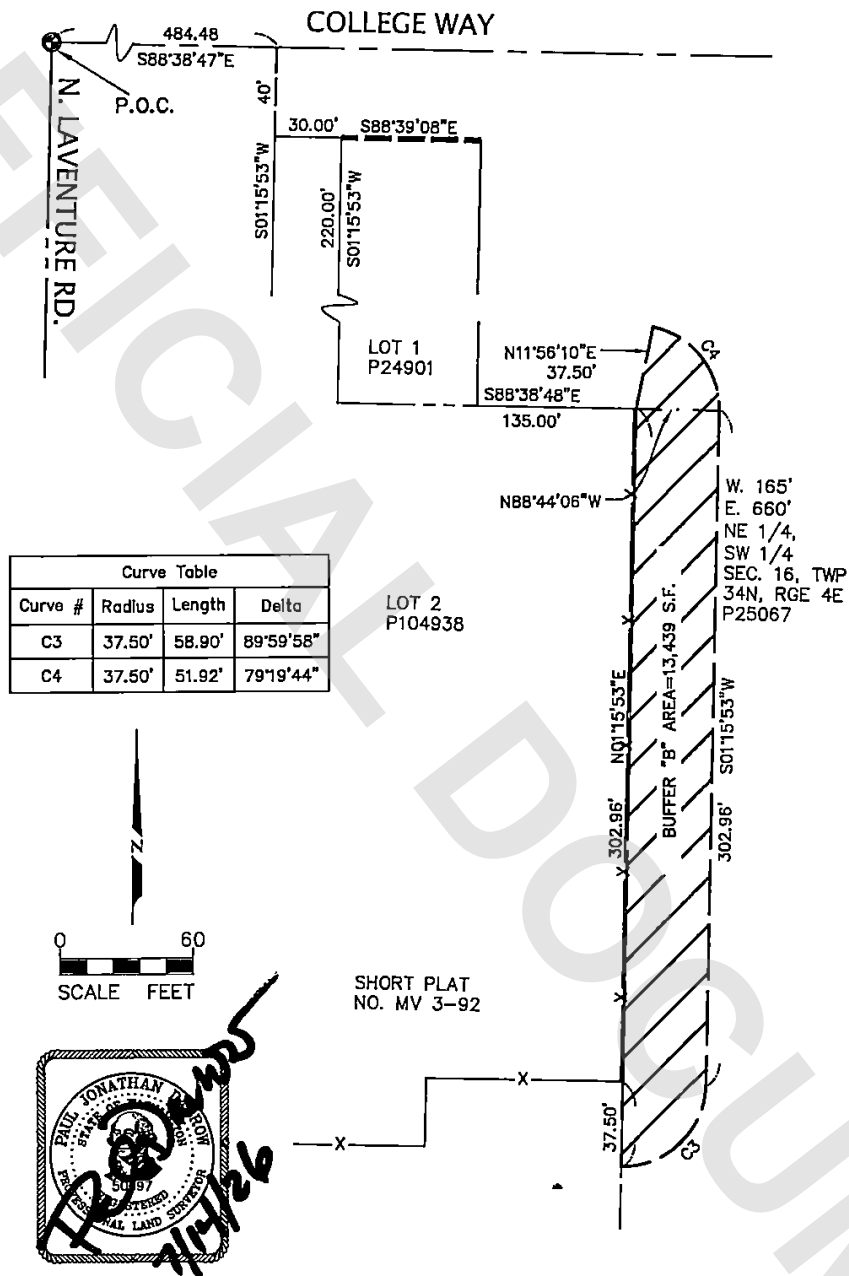
SITUATE IN SKAGIT COUNTY, WASHINGTON.



THIS EXHIBIT IS NOT A RECORD OF
SURVEY AND DOES NOT, NOR IS IT
REQUIRED TO, MEET THE RECORDING
STANDARDS SPECIFIED PER RCW
58.09 OR WAC 332-130.

NW 1/4, SW 1/4
16, 34N, 4E W.M.

EASEMENT AREA:
13,439 SQ. FT.



WILSON ENGINEERING

WILSON ENGINEERING, LLC
805 DUPONT STREET
BELLINGHAM, WA 98225
(360) 733-6100 • FAX (360) 647-6061
www.wilsonengineering.com

N.G.P.A. EASEMENT

MOUNT VERNON WASHINGTON

hin the NE 1/4-SW 1/4, Sec. 16,
Twp. 34 N, Rge 4 E, W.M.

DATE _____

7/14/28

JOB NO.

25048