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09/01/2022 02:40 PM Pages: 1 of 10 Fees: \$212.50
Skagit County Auditor

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

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u><i>Dena Thompson</i></u> DATE <u>9.1.22</u>
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Document Title: NGPA Easement

Grantor(s): Thomas A. Little and Scoocum Holdings, LLC

Grantee: City of Mount Vernon, a Municipal Corporation

Abbreviated Legal Description: SW ¼ of Sec. 29, Twp. 34N, Rge 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

Assessor's Tax Parcel No: P126615 and P126616

**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: **ENGR21-0453**, and mutual benefits herein, the property owner(s) **Thomas A. Little and Scoocum Holdings, LLC**, 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 30 day of August, 2022

OWNER

OWNER

Thomas A. Little

Signature of Thomas A. Little, Property Owner

James Spane

Signature of James Spane, the Governor and Registered Agent for Scoocum Holdings, LLC

CITY OF MOUNT VERNON

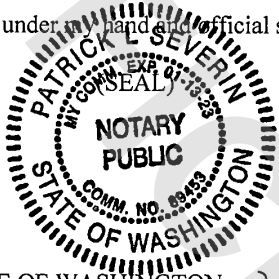
Rebecca Lowell

Signature of Rebecca Lowell, Development Services Director Designee

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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

Given under my hand and official seal this 30 day AUGUST of 2022.

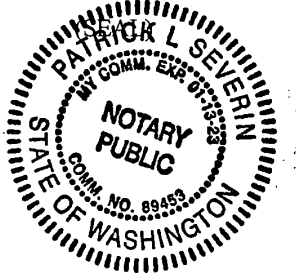


Patrick L. Severin
Notary Public
Residing at MOUNT VERNON, WA
My appointment expires 1/13/23

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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

Given under my hand and official seal this 30 day AUGUST of 2022.



Patrick L. Severin
Notary Public
Residing at MOUNT VERNON, WA
My appointment expires 1/13/23

EXHIBIT A

Legal Description of Grantor's Property

UNOFFICIAL DOCUMENT

LEGAL DESCRIPTIONS

LOT 2, PROPERTY OWNER: THOMAS A. LITTLE

LOT 2, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061", AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITOR'S FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

LOT 3, PROPERTY OWNER: SCOCUM HOLDINGS, LLC.

LOT 3, AS DELINEATED ON "SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU05-061" AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITOR'S FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B

Legal Description and Map of NGPA Area

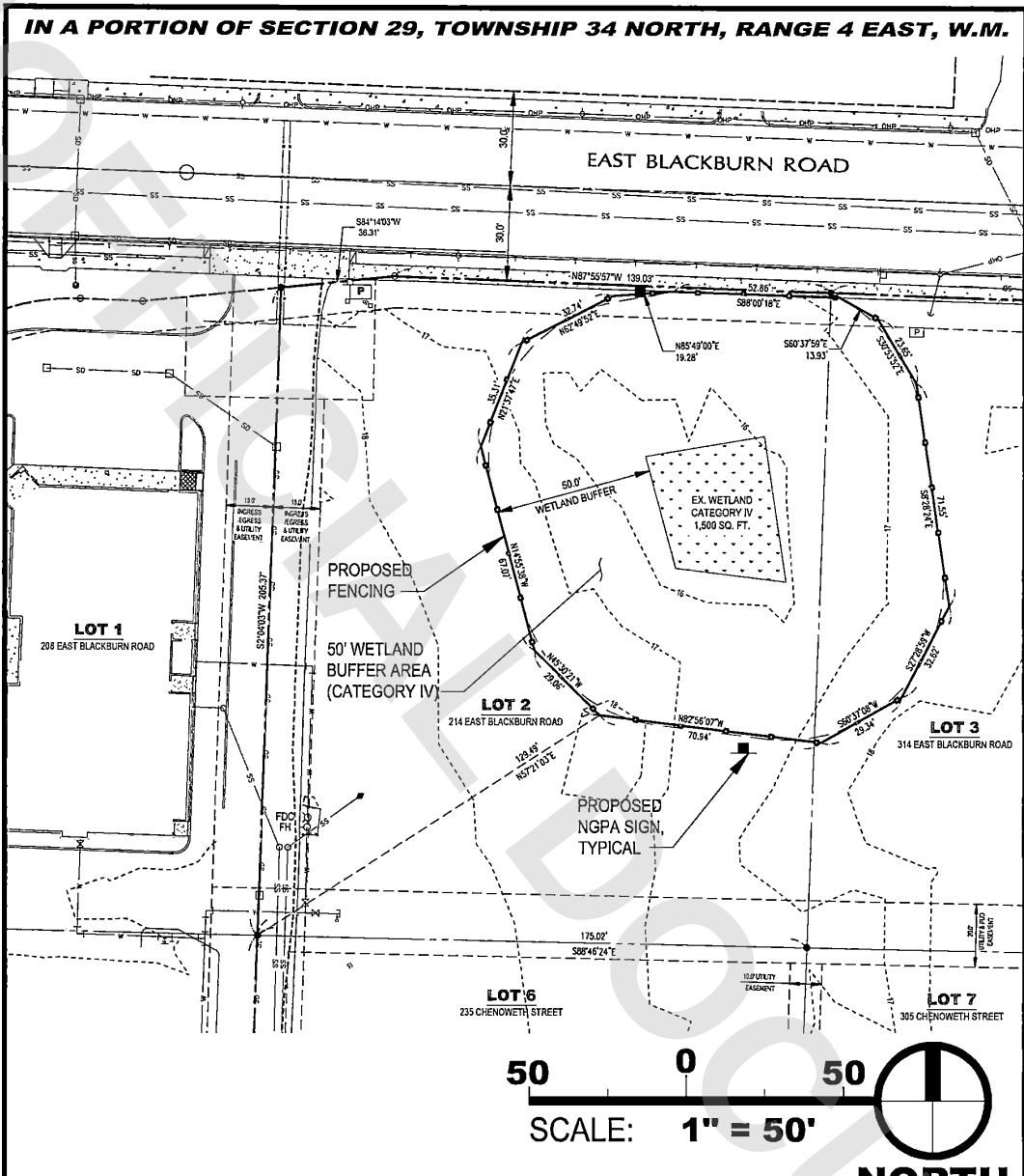
UNOFFICIAL DOCUMENT

NGPA EASEMENT AREA

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W M, IN SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 2 OF THE SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN NO. LU-05-061, AS APPROVED ON AUGUST 30, 2007 AND RECORDED SEPTEMBER 10, 2007 UNDER AUDITOR'S FILE NO. 200709100133, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 88°46'24" EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 175.02 TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 57°21'03" EAST 129.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°30'21" WEST 29.06 FEET; THENCE NORTH 14°55'38" WEST 67.07 FEET; THENCE NORTH 21°37'47" EAST 35.31 FEET; THENCE NORTH 62°49'52" EAST 32.74 FEET; THENCE NORTH 85°49'00" EAST 19.28 FEET; THENCE SOUTH 88°00'18" EAST 52.86 FEET; THENCE SOUTH 60°37'59" EAST 13.93 FEET; THENCE SOUTH 30°53'52" EAST 23.65 FEET; THENCE SOUTH 8°28'24" EAST 71.55 FEET; THENCE SOUTH 27°28'59" WEST 32.62 FEET; THENCE SOUTH 60°37'08" WEST 29.34 FEET; THENCE NORTH 82°56'07" WEST 70.94 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



Sound Development Group
 ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
 P.O. Box 1705-1111 Cleveland Avenue, Suite 202
 Mount Vernon, WA 98273
 Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION
NGPA EXHIBIT

PROJECT
NGPA EXHIBIT FOR TOM LITTLE & SCOOCUM HOLDINGS, LLC

SCALE: 1" = 50'
DRAWN BY: P.LAU
JOB NUMBER: 19055
DATE: 08.12.22

DRAWING NAME
19055NGPA.dwg
SHEET
1 OF 1