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11/14/2024 03:07 PM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Byler Martz
DATE November 14, 2024

Document Title: NGPA Easement
Grantor(s): Skagit County, a political subdivision of the State of Washington
Grantee: City of Mount Vernon, a Municipal Corporation
Abbreviated Legal Description:
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: P25050

SE NW 16/34/04

SKAGIT COUNTY
Contract # C20240551
Page 1 of 10

UNOFFICIAL DOCUMENT

**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: AMEND#1-BLDG23-0585, and mutual benefits herein, the property owner(s) **Skagit County**, a political subdivision of the State of Washington, hereafter referred to as Grantor(s), 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. In addition:
 - a. Within the NGPA area shown in **Exhibit B**, the grantors have an existing drive lane and existing underground utilities. The location of these facilities is shown on **Exhibit C**.
 - b. The existing access and utilities can be used maintained and repaired as allowed under MVMC 15.40.020(4)(f).
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 _____, 2024

Skagit County (Grantor)

See attached Skagit County signature page.

CITY OF MOUNT VERNON (Grantee)

P. Donovan
By: Peter Donovan, Mayor

Date: 11/12/2024

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Donovan 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 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 12th day of September, 2024.



Delaney Knox
Notary Public
Residing at Skagit County
My appointment expires 4-18-26

DATED this 4 day of November, 2024.

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



Peter Browning, Chair



Lisa Janicki, Commissioner

ABSENT

Ron Wesen, Commissioner


Attest:



Kari Williams
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Ken Hansen
Department Head

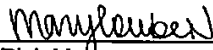
County Administrator

Approved as to form:

 10/28/24

Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Mani Leuben
Risk Manager

Approved as to budget:



Lisha Logne
Budget & Finance Director

STATE OF WASHINGTON }
 } ss
County of Skagit }

I hereby certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki, ~~and Ron Wesen~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the County Commissioners of Skagit County, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 4 day of November, 2024

Katie Williams
Notary Public in and for the State of
Washington, residing at
Skagit County
My appointment expires 11-29-2027



EXHIBIT A

Legal Description of Grantor's Property

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

A tract of land lying within parcel P25050 of the Skagit County Assessor's Office, per statutory warranty deed AFN 9703180075, located within the Southeast Quarter of the Northwest Quarter of Section 16, Township 34 North, Range 4 East, Willamette Meridian, City of Mount Vernon, Skagit County, Washington.

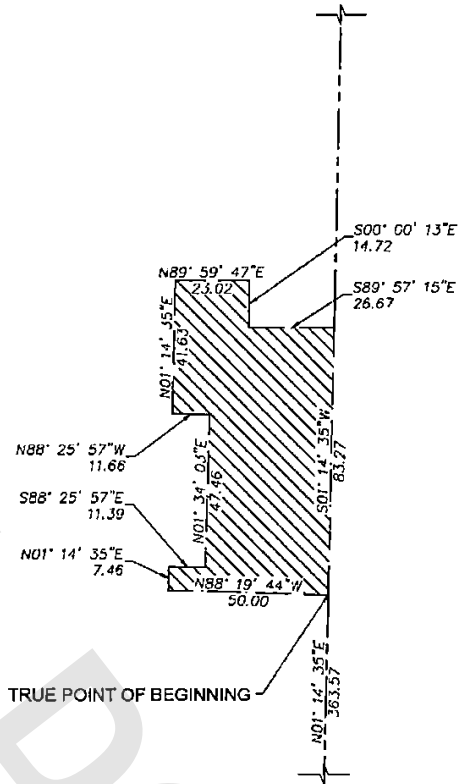
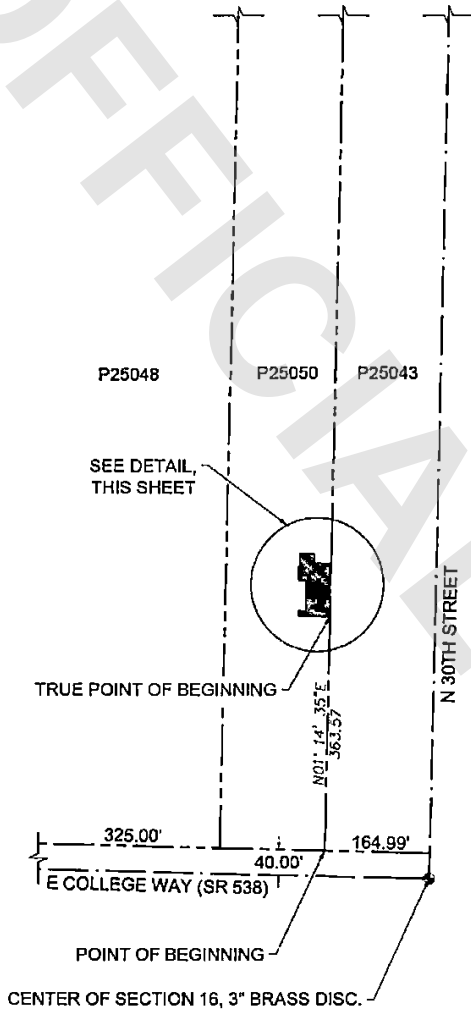
Said tract of land being more particularly described as follows:

Beginning at the Southeast property corner of parcel P25050, marked by a 1/2-inch rebar, and proceeding N 01° 14' 35" E, 363.57 feet along the east boundary of parcel P25050 to the True Point of Beginning of the easement;

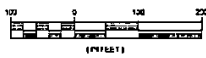
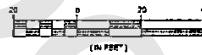
Thence N 88° 19' 44" W, 50.00 feet to a point, thence N 01° 14' 35" E, 7.46 feet a point, thence S 88° 25' 57" E, 11.39 feet a point, thence N 01° 34' 03" E, 47.46 feet to a point, thence N 88° 25' 57" W, 11.66 feet to a point, thence N 01° 14' 35" E, 41.63 feet to a point, thence N 89° 59' 47" E, 23.02 feet to a point, thence S 00° 00' 13" E, 14.72 feet to a point, thence S 89° 57' 15" E, 26.67 feet to a point, thence S 01° 14' 35" W, 83.27 feet to return to the True Point of Beginning.

Containing 3,922-square feet, more or less.

EXHIBIT B EASEMENT EXHIBIT



EASEMENT DETAIL



LEGEND

-  MONUMENT
-  NATIVE GROWTH PROTECTION AREA (3,922 S.F.)
-  PROPERTY BOUNDARY
-  1/4 SECTION LINE

EXHIBIT C ACCESS AND UTILITY LOCATIONS

