

After Recording Return to:

City of Lake Stevens
Planning & Community Development
PO Box 257
Lake Stevens, WA 98258-0257

NATIVE GROWTH PROTECTION AREA EASEMENT

Grantor(s): _____

Grantee: City of Lake Stevens _____

Tax Parcel ID#: _____

Legal Description:Exhibit A

NGPA Site Plan: Exhibit B

NGPA Legal Description: Exhibit C

For and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, (“Grantor”) grant, convey and warrant to the City of Lake Stevens, a Washington municipal corporation (“Grantee,” or “Lake Stevens”), a perpetual easement (the “Easement”) under, across and over real property located in Snohomish County, Washington, legally described in Exhibit C.

Said perpetual easement is subject to the terms and conditions that follow:

1. PURPOSES AND INTENT. The purpose of establishing this Native Growth Protection Area (NGPA) Easement is to protect critical areas and buffers across the property legally described in Exhibit A, illustrated in Exhibit B, and legally described in Exhibit C, pursuant to Lake Stevens Municipal Code (LSMC) 14.88.290.

2. ALLOWED ACTIVITIES. Grantee shall allow the uses and activities defined in LSMC 14.88.220, 14.88.420, 14.88.520, 14.88.620, and 14.88.820 within the NGPA,

3. including but not limited to normal maintenance and emergency activities, subject to City approval, unless such activity is specifically prohibited elsewhere in the Municipal Code.

4. RESERVATIONS IN THE GRANTOR; GRANTOR'S USE OF EASEMENT

AREA. Subject to the rights, title, and interest conveyed by this easement deed to Lake Stevens, the Grantor reserve:

- a. Title. Record title, along with the Grantor's right to convey, transfer, and otherwise alienate title to these reserved rights, subject to the terms of this easement.
- b. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- c. Control of Access. The right to prevent trespass and control access by the general public.

5. OBLIGATIONS OF THE GRANTOR. The Grantor shall comply with all terms and conditions of this easement, including the following:

- a. Prohibitions: NGPAs are to be left permanently undisturbed in a substantially or environmentally enhanced natural state per LSMC 14.88.295. No clearing, grading, filling, building construction or placement, or road construction is allowed except the following when approved by the City:
 - (1) On a case by case basis when supported by a critical areas assessment study, crossings for underground utility lines which utilize the shortest alignment possible and for which no alignment that would avoid such a crossing is feasible;
 - (2) Removal of hazardous trees by the property owner, when based on a recommendation by a qualified arborist and an assessment of hazardous tree risk study and when approved by the City.
 - (3) Existing legally (on-going) established structures and non-native or ornamental landscaping, including, but not necessarily limited to, gardens, yards, pastures, and orchards, are not required to be designated as NGPAs.
- b. Monitoring and Maintenance. The Grantor is responsible for the monitoring and maintenance of any required mitigation area(s) for a minimum of five years subject to the approved mitigation plan per LSMC 14.88.277.
- c. Fences and Signs. The Grantor shall construct and maintain city approved fencing and signage along the boundary of the NGPA per LSMC 14.88.287.
- d. Taxes. The Grantor shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

6. RIGHTS OF LAKE STEVENS. The rights of Lake Stevens include, but are not limited to:

- a. Right of Entry. The director of any City department, appointed designee, or law enforcement personnel, while acting within their official capacity, may enter any property, subject to the conditions of LSMC 17.08.060. The Grantee will attempt to provide notice to the Grantor 24 hours before entry by foot or vehicle, except in an emergency or for routine servicing performed during normal working hours where no notice is required.
- b. Perpetual Easement Monitoring and Enforcement. Lake Stevens may monitor and enforce this easement as set forth herein or may delegate all or part of the monitoring or enforcement responsibilities under this easement to any entity authorized by law that Lake Stevens determines to have the appropriate authority, expertise, and resources necessary to carry out such delegated responsibilities.
- c. Violations and Remedies – Enforcement. The parties agree that this easement may be introduced in any enforcement proceeding as the stipulation of the parties hereto. If there is any failure of the Grantor to comply with any of the provisions of this easement, Lake Stevens or any delegated authority shall have any legal or equitable remedy provided by law and the right:
 - (1) To enter upon the perpetual easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and
 - (2) To assess and recover all expenses incurred by Lake Stevens, including costs and reasonable attorney's fees against the Grantor for Grantor's violation of the terms of this grant of wetland and conservation easement.

7. TITLE. Grantors covenant that they are the lawful owners of the Property and they have the right to execute the instrument.

8. NOTICE. Any notice required under this Easement, if directed to the Grantee, shall be directed to:

City of Lake Stevens
Planning and Community Development
P.O. Box 257
Lake Stevens WA 98258

And if directed to the Grantor, shall be directed to:

9. BINDING EFFECT; SUCCESSORS AND ASSIGNS. Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising herein. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This instrument may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Snohomish County Auditor.

DATED this ____ day of _____, 20____.

Grantor

Grantor

I certify that I know or have satisfactory evidence that _____ and _____ Are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

DATED this _____ day of _____, 2025.

CITY OF LAKE STEVENS

By _____
BRETT GAILEY, Mayor

ATTEST:

City Clerk

Exhibit A Legal Description of Parcel

Exhibit B Native Growth Area Site Plan

Exhibit C Legal Description of Easement