

Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

CITY OF LYNDEN, a municipal corporation

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION:

Lots 1 & 2, Erdmann Short Plat

Full legal description at [Page 5](#) hereto

ASSESSOR'S TAX PARCEL NUMBER:

400319 459429 0000

400319 459417 0000

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the CITY OF LYNDEN, a municipal corporation (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Clean Water State Revolving Loan Account. Such loan is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and City of Lynden, Agreement Number WQC-2018-LyndPW-00044, signed by Grantor on the 29th day of June, 2019 and by Ecology on the 18th day of July, 2019 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved Erdmann Conservation Area 1625 Main St, Lynden WA 98264 Stewardship Plan, October 2021 (Stewardship Plan) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by reducing erosion, channel incision, and restore stream channel and riparian vegetation.

1.2 Grantor shall allow public access to the Property as provided in the Stewardship Plan. Such access shall be subject to the restrictions allowed under the Stewardship Plan, by written agreement with Ecology, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with habitat conservation purposes and the Project Agreement.

1.3 Grantor shall provide access to Ecology, or Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.4 Without prior written consent by Ecology or its successors, Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the riparian and habitat purposes identified in this Deed or the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the riparian and habitat purposes herein granted and as stated in the Project Agreement.

2. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

3. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

4. Right of Enforcement. Ecology or its successors shall have an independent right to enforce the terms of this Deed.

GRANTOR / GRANTOR:

City of Lynden

By: Scott Korthuis
Its: Mayor

Dated this ___ day of _____, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

GRANTEE / ECOLOGY:

State of Washington, acting by and through the
Washington State Department of Ecology

By:
Its:

Dated this ___ day of _____, 2022

On this ___ day of _____, 2021, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Korthuis, the Mayor of the **CITY OF LYNDEN**, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

EXHIBIT A
Legal Description of the Real Property

PARCEL A:

LOTS 1 AND 2, ERDMANN SHORT PLAT AS RECORDED OCTOBER 30, 1985, IN VOLUME 12 OF SHORT PLATS, PAGE 82, UNDER AUDITOR'S FILE NO. 1521121, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

A 60 FOOT EASEMENT FOR ROADWAY AS DELINEATED ON ERDMANN SHORT PLAT AS RECORDED OCTOBER 30, 1985, IN VOLUME 12 OF SHORT PLATS, PAGE 82, UNDER AUDITOR'S FILE NO. 1521121, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B
Depiction of the Real Property
(Lots 1 & 2 only)

