

When Recorded Return to:  
Director  
City of Lynden Parks Dept.  
8770 Bender Rd.  
Lynden WA 98264  
Phone: (360) 354-6717

**DOCUMENT TITLE: GLENNING PARK (CITY OF LYNDEN) CONSERVATION EASEMENT**

**GRANTOR: THE CITY OF LYNDEN**

**GRANTEE: WHATCOM COUNTY**

**ABBREVIATED LEGAL DESCRIPTION:**

**Lots 1-10, Block 32, & Lots 1-10, Block 33, Plat of City of Lynden  
(Ptn SE ¼ NW ¼ S20 T40N R03E and SW ¼ NW ¼ S20 T40N R03E)**

**ASSESSOR'S TAX PARCEL NUMBERS: 400320 142393 0000**

**GLENNING PARK (CITY OF LYNDEN) CONSERVATION EASEMENT**

- 1. Parties/Instrument.** The CITY OF LYNDEN (“Grantor”) and WHATCOM COUNTY (“Grantee”) as the parties to a Conservation Easement (“Easement”). The City and County hereinafter collectively referred to as the “Parties.”
- 2. Facts and Objectives/Recitals.**
  - 2.1. The Grantor is owner of that certain real property situated in Whatcom County, Washington, known as Glenning Park (“Protected Property”), the legal description of which is attached as Exhibit A and incorporated herein by this reference.
  - 2.2. The Grantor and Grantee are both political subdivisions of the State of Washington.

- 2.3. The Protected Property is a 4-acre parcel of land located in the Lynden city limits. The Protected Property is centrally located and situated within an established residential neighborhood. The Protected Property includes two existing basketball courts and four baseball fields and otherwise remains mostly undeveloped. Its continued availability as a public park is of great value to City and County residents and would enhance current recreational activities in the area.
- 2.4. Based on the Protected Property's value to the public, the Grantee has identified the Protected Property as public land within Whatcom County that is properly preserved under RCW 84.34.240 (Acquisition of open space-Conservation futures fund) and Chapter 3.25 (Conservation Futures Property Tax Levy and Fund) of the Whatcom County Code.
- 2.5. RCW 39.33.010 authorizes political subdivisions of the State of Washington to sell, transfer, exchange or otherwise dispose of property or property rights to other State political subdivisions, on such terms and decisions as may be mutually agreed upon.
- 2.6. To preserve and maintain the nature of the Protected Property, the Grantee seeks to purchase a non-possessory property interest in the Protected Property from the Grantor.
- 2.7. The Parties' intent and purpose ("Purpose") of this transaction is to maintain the Protected Property in perpetuity as open space and to require that it be preserved, maintained and protected as such in perpetuity.
- 2.8. For purposes of this Easement the term "open space" or "open space land" shall mean: any land area, the preservation of which in its present use does enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or does enhance recreational activities.

### **3. Purpose**

It is the purpose of this Conservation Easement to assure that the Protected Property will be preserved forever as open space for public use and access, and public recreational activities, and to prevent any use of the Protected Property that will significantly impair or interfere with its value as public open space and for recreation. Grantor intends that this Conservation Easement will confine the use of and activity on the Protected Property to such uses and activities that are consistent with the purpose described above herein.

### **4. Conveyance and Consideration**

- 4.1 For the reasons stated above, in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Conservation Easement Deed, and in consideration of payment of \$250,000.00 from Grantee to Grantor, the receipt of

which is acknowledged, Grantor hereby grants, conveys and warrants to Grantee a Conservation Easement in perpetuity over the Protected Property, consisting of certain rights in the Protected Property, as defined in this Conservation Easement Deed, subject only to the restrictions contained in this Conservation Easement Deed.

- 4.2 This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, subject only to the mutual covenants, terms, conditions and restrictions set forth in this Conservation Easement Deed and to title matters of record as of the date of this Conservation Easement Deed.
- 4.3 Grantor expressly intends that this Conservation Easement run with the land and that this Conservation Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns in perpetuity.

## **5. Prohibited Uses and Activities**

- 5.1 **General:** Any use of, or activity on, the Protected Property inconsistent with the Purpose of this Conservation Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, though not an exhaustive list, are inconsistent with the Purpose of this Conservation Easement and shall be prohibited;
- 5.2 **Subdivision and Development Rights:** The legal or de facto division, subdivision, platting, partitioning or planned unit development of the Protected Property is prohibited.
- 5.3 **Construction:** The placement or construction of any buildings, structures, or other improvements of any kind is prohibited, except those necessary and consistent with the use for public park and recreation purposes such as, but not limited to, restrooms, picnic shelters, playfields, grounds and sports courts, play structures and gardens.
- 5.4 **Recreation:** The following forms of recreation are prohibited on the Protected Property: golf courses; commercial use of motorized or mechanized recreational vehicles such as motorcycles, snowmobiles, and dune buggies; and commercial overnight camping. Other commercial public recreation uses may be allowed only pursuant to a commercial use permit approved by the City.
- 5.5 **Erosion or Water Pollution:** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters is prohibited, including the use of manure lagoons or disposal of wastewater in manners inconsistent with the terms of this Conservation Easement Deed.

- 5.6 Waste Disposal: Except as expressly permitted in Section V, the disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Protected Property is prohibited.
- 5.7 Commercial Signs: The placement of commercial signs, billboards, or other advertising material on the Protected Property is prohibited; except to state the access conditions to and use of the Protected Property or in sponsorship of park or recreational activities.

**6. Grant in Perpetuity.**

- 6.1 This Easement shall run with the property in perpetuity and shall bind the Parties and their respective successors and assigns forever.
- 6.2 Subsequent Transfers. Grantor agrees to:
  - 6.2.1 Incorporate the terms of this Conservation Easement Deed by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest; and
  - 6.2.2 Describe this Conservation Easement Deed in and append it to any executory contract for the transfer of any interest in the Protected Property; and
  - 6.2.3 Obtain a certificate from the purchaser, leaseholder or other party gaining an interest in all or part of the Protected Property and any financier, acknowledging their awareness of this Conservation Easement and their intent to comply with it. Such certificate shall be appended to and recorded with any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Protected Property; and
  - 6.2.4 Give written notice to Local Grantee of the transfer of any interest in all or a portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to Local Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.
- 6.3 The failure of Grantor to perform any act required by sub-section 6.2 herein shall not impair the validity of this Conservation Easement Deed or limit its enforceability in any way.

**7. Rights of Grantee.**

- 7.1. Should the Grantor, its successors or assigns, undertake any activity in violation of this Easement, the Grantee shall have the right to compel the restoration of that portion of the Protected Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of restoration shall be borne by the Grantor or those of its successors or assigns against whom judgement is entered.
- 7.2 Any forbearance by the Grantee to exercise any rights under this agreement in the event of breach shall not be deemed to be a waiver of the Grantee's rights under this Easement.

**8. Miscellaneous.**

- 8.1. The terms "Grantor" and "Grantee," wherever used in this Easement, shall include the above-named City of Lynden and its successors and assigns, and the above-named Whatcom County and its successors and assigns.
- 8.2. No term or provision of this Easement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Easement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 8.3. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor to abate, correct, or restore any condition on the Protected Property resulting from activities and actions of prior owners of the Protected Property or from causes beyond the Grantor's control, including, without limitation, natural disasters such as fire, flood, storm, pest infestation or earth movement, or for acts of the public or of trespassers, or for any change resulting from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Party resulting from such causes.
- 8.4. This instrument sets forth the entire agreement of the Parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements between the Parties relating to this Easement and the Protected Party, all of which are merged herein.
- 8.5. In the event that any of the provisions contained in this Easement are declared invalid or unenforceable in the future by a court of competent jurisdiction, all remaining provisions shall remain in effect.
- 8.6. Notice to the Grantee shall be to the registered agent of the County, who until further notice shall be:

Director  
Whatcom County Parks & Recreation Department  
3373 Mount Baker Highway  
Bellingham WA 98226  
Phone: (360) 778-5850

8.7. Notice to the Grantor shall be to:

Director  
City of Lynden Parks Dept.  
8770 Bender Rd.  
Lynden WA 98264  
Phone: (360) 354-6717

IN WITNESS WHEREOF, the City of Lynden has executed this Conservation and Pubic Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and Whatcom County has executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Lynden

Whatcom County

\_\_\_\_\_  
Scott Korthuis, Mayor

\_\_\_\_\_  
Satpal Sidhu, County Executive

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the City of Lynden and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Satpal Sidhu to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Michael McFarlane, Director

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Senior Deputy Prosecuting Attorney

Exhibit A  
Legal Description

LOTS 1 THROUGH 10, BLOCK 32, AND LOTS 1 THROUGH 10, BLOCK 33,  
SUPPLEMENTAL AND CORRECTED PLAT OF LYNDEN, ACCORDING TO THE PLAT  
THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 48, RECORDS OF WHATCOM  
COUNTY, WASHINGTON.

TOGETHER WITH THOSE PORTIONS OF SEVENTH STREET, AND OF ALLEYS  
WITHIN SAID BLOCKS AS VACATED UNDER TOWN OF LYNDEN ORDINANCE NO.  
208, RECORDED AUGUST 3, 1925 UNDER AUDITOR'S FILE NO. 295877.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



Exhibit B  
Map of Protected Property

