

**Upon Recording, Please Return To:**

Washington State Department of Ecology  
Water Quality Program  
PO Box 47600  
Olympia, WA 98504-7600  
Attn: Sylvia Graham

**DOCUMENT TITLE:**

DEED OF RIGHT TO USE LAND FOR WATER QUALITY 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 programs or agencies

**ABBREVIATED LEGAL DESCRIPTION:**

Lot B, City of Lynden Ecology Trust Lot Line Adjustment, AF# \_\_\_\_\_

Full legal description at Page 5 hereto

**ASSESSOR'S TAX PARCEL NUMBER:**

PTN 400319 342233 0000

## **DEED OF RIGHT TO USE LAND FOR WATER QUALITY PURPOSES**

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY 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 Pepin Creek Watershed Property Protection Stewardship Plan Account. Such loan is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Pepin Creek Project, Project Number WQC-2018-LyndPW-00044 (Project Agreement), signed by Grantor on the 29<sup>th</sup> day of June, 2019, and by Ecology on the 18<sup>th</sup> day of July, 2019, 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 Dickinson Park Conservation Area Lynden Parks Department Stewardship Plan, September 2021 (Stewardship Plan) including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property for riparian and habitat purposes.

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 and Stewardship Plan.

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 and Stewardship Plan. 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 and Stewardship Plan.

**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 :**

City of Lynden

\_\_\_\_\_  
By: Scott Korthuis  
Its: Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

**GRANTEE / ECOLOGY:**

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

\_\_\_\_\_  
By:  
Its:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

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 \_\_\_\_\_, 2021, 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**

LOT B, CITY OF LYNDEN ECOLOGY TRUST LOT LINE ADJUSTMENT, RECORDED  
\_\_\_\_\_, 20\_\_\_, AT WHATCOM COUNTY AUDITOR FILE NO. \_\_\_\_\_.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT B**  
**Depiction of the Real Property**

