

CLEARANCES	Initial	Date	Date Received in Council Office:	Agenda date	Assigned to:
Originator: Ward Nelson					County Council
Division Head:					
Dept. Head:					
Prosecutor:	DG	7/14/95			
Purchasing/Budget:					
Executive:					

SUBJECT: Resolution Establishing Council Policies and Priorities for Development of Squires Lake

ATTACHMENTS:

SUMMARY STATEMENT:

Please complete sections of box as appropriate & explain the item below.

Related County contract #:	Should Clerk schedule a hearing? NO / / YES / / Requested date:
Amount budgeted for this item/project:	Is it (or will it be) within budget? YES / / NO / / (Please explain below)
Budget line item number(s):	

ORIGINATOR'S RECOMMENDED ACTION:

COUNCIL ACTION TAKEN:

7/5/95: Approved as amended 7-0

Related File Numbers:

Ordinance or Resolution Number (this item only): R95-040

squires.res 07/05/95

SPONSORED BY: Consent

amend 7/10/95

PROPOSED BY: Nelson

INTRODUCTION DATE: _____

1 RESOLUTION NO. 95-040

2 COUNCIL POLICIES AND PRIORITIES FOR DEVELOPMENT OF
3 SQUIRES LAKE

4 WHEREAS, The Whatcom County Council agrees to the purchase of the
5 Squires Lake Property as set forth in Budget amendment No. 6 of the 1995 budget;
6 and

7 WHEREAS, Several concerns have been raised from local residents and
8 citizens of Whatcom County that still remain to be addressed in a comprehensive
9 plan for this property; and

10 WHEREAS, Neighbors have concerns that development, other than currently
11 proposed, may cause an impact to Squires Road; and

12 WHEREAS, Maintenance and operation funds for our current parks are
13 limited and may not be sufficient to cover park land improvements for this property
14 at the present time; and

15 WHEREAS, Residents in the area are concerned that they may not be
16 notified upon possible implementation of improvements to the property and or road;

17 NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council
18 that it is the desire of the Council:

- 19 1. Before any action of improvement occurs with the Squires Lake
20 Property, other than emergency measures, that adequate notification
21 will be mailed to those who have requested such notification from the
22 Parks Department.

- 1 2. That the land purchased remain only as a conservancy area or land
2 banked until issues pertaining to park maintenance and operations,
3 roads, and public impact have been resolved with prior notification to
4 those who have requested such notification from the Parks
5 Department.
- 6 3. That Whatcom County not initiate any road improvement through any
7 mechanism other than the six year road program as outlined through
8 the annual budget process.

9 BE IT FINALLY RESOLVED that the attachment entitled Squires Lake
10 Conservation and Easement is also included herein.

11 APPROVED this 5 day of July , 1995.

12
13 ATTEST:

 WHATCOM COUNTY COUNCIL
 WHATCOM COUNTY, WASHINGTON

14 Marina McAllister for
15 Dana Brown-Davis, Clerk of the Council

Robert A. Imhof
 Robert A. Imhof, Council Chair

16 APPROVED AS TO FORM:

17 Daniel L. Gibson
18 Civil Deputy Prosecutor
19 Daniel Gibson

SQUIRES LAKE CONSERVATION EASEMENT

I. PARTIES.

This grant of a Conservation Easement is made by **WHATCOM COUNTY**, referred to hereafter as Grantor, to the **WHATCOM COUNTY LAND TRUST**, a Washington nonprofit corporation, referred to hereafter as the Grantee.

II. FACTS AND OBJECTIVES.

Grantor is owner of real property in Whatcom County and Skagit County, Washington, referred to hereafter as Squires Lake, the legal description of which is attached as Exhibit "A."

The Grantee is a publicly supported, nonprofit corporation organized to preserve the ecological, wildlife habitat, scenic, agricultural, recreational and open space value of land. It qualifies under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt nonprofit organization.

Squires Lake is an approximately 84-acre tract of land containing a lake of approximately ten acres and substantial additional wetlands and forested lands. The property has substantial public value due to its habitat, recreational and aesthetic qualities. The intent of the Grantor and Grantee, through this Conservation Easement, is to preserve the habitat richness and beauty of the property, while at the same time providing public recreational opportunities which utilize and respect the natural attributes of this property.

III. GRANT OF CONSERVATION EASEMENT.

Grantor hereby conveys to Grantee, its successors and assigns, in perpetuity, a Conservation Easement pursuant to Revised Code of Washington RCW 84.34.210 over Squires Lake. The Conservation Easement consists of mutual rights and obligations and is subject to the reservation of rights set forth below. Rights, obligations and reservations all operate as covenants running with the land in perpetuity.

IV. SUBSEQUENT SALE.

If within six (6) years of the date of this Conservation Easement Grantor decides that it wishes to sell the Squires Lake property because it cannot effectively use the property as a park, the Grantee has the option to purchase the property for \$300,000.00, plus the value of any

improvements to the property paid for by the Grantor, which enhance the value of the property, so that the Grantor will be reimbursed for its contribution to the acquisition price of the property. If the Grantee declines to exercise its option, the Grantee will remove this Conservation Easement from the property in return for payment to the Grantee of one-half (1/2) of the net proceeds of sale.

V. PERMITTED USES, PRACTICES AND RIGHTS RESERVED BY GRANTOR.

With regard to Squires Lake, Grantor reserves the following rights:

1. To use as a public park or conservancy area.
2. To ensure and enhance public access, utilization and enjoyment.
3. To make improvements deemed necessary by the Grantor to encourage and improve use as a public park, including, but not limited to, picnic tables, shelters, trails and toilets; provided that any improvement on the property will be done in scale, color, design and materials compatible with the surroundings and the purposes of this Conservation Easement.
4. To cut and trim trees and to landscape as is necessary for public safety and park use and development and as is compatible with protection of the natural habitat and environment; the Grantee must agree to the cutting of any living tree in excess of eight inches in diameter four feet from the ground, unless such cutting is for reasons of public safety.

VI. RESTRICTIONS ON USE.

Except as provided above, and as may be necessary to carry out those rights reserved, the Grantor shall not on the Squires Lake property:

1. Subdivide the property in any manner.
2. Erect or permit placement of any building, structure or improvement unrelated to park and recreation uses.
3. Remove live trees or other native vegetation.
4. Excavate or grade the property or otherwise materially alter the landscape or topography.
5. Explore for or extract minerals, hydrocarbons, soils or other materials.

6. Install, maintain or use mercury vapor light fixtures or other similar obtrusive, high intensity outdoor lighting.

7. Permit hunting or trapping, except as necessary to manage the property, with the consent of Grantee, which shall not unreasonably be denied.

8. Make any commercial use of the property which is unrelated to park activity

9. Allow use of motorized boats or other vehicles on the lake.

10. Permit dwelling for human habitation, except for a park ranger or caretaker.

11. Drain wetlands or otherwise denigrate wildlife habitat without consent of the Grantee.

12. Otherwise use the property inconsistent with the reservation of rights and the purposes of this Conservation Easement.

VII. RIGHTS AND RESPONSIBILITIES OF GRANTEE.

Grantor grants and Grantee accepts the right and responsibility to preserve and protect in perpetuity the aesthetic, habitat and ecological and public access values of Squires Lake consistent with the terms of this Easement. In connection with such rights and responsibilities:

1. Grantor grants to Grantee the right to enter Squires Lake, on reasonable notice, to observe and enforce compliance with the terms of this Conservation Easement.

2. Should Grantor, its successors or assigns, undertake any activity in violation of this Easement, Grantee shall have the right to recover damages or to compel the restoration of that portion of Squires Lake affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the damages or cost of restoration and Grantee's expenses and costs of suit, including attorneys' fees, shall be borne by Grantor or those of its successors or assigns against whom judgment is entered, or, in the event that Grantee secures relief without a completed judicial proceeding, by Grantor or those of its successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

3. Any forbearance by Grantee to exercise any rights under this Agreement in the event of a breach shall not be deemed to be a waiver of Grantee's rights under this Easement.

VIII. BASELINE DATA.

In order to establish the present condition of Squires Lake resources so as to be able to properly monitor future uses of the property and assure compliance with the terms of this Agreement, Grantee shall, at its earliest possible convenience, prepare or cause to be prepared an inventory of the property's relevant features and conditions, known as baseline data. The baseline data shall be used to establish the condition of the property as of the date of this Easement.

IX. GRANTOR'S RESPONSIBILITIES.

Grantor agrees to bear all costs of operation, upkeep and maintenance of the property and to indemnify the Grantee therefrom; in addition, Grantor agrees to pay all real property taxes and assessments levied on the property.

Grantor agrees to notify Grantee prior to exercising any right reserved in Part IV of this Conservation Easement, if such exercise may have an adverse impact on the conservation interests associated with the objectives of this Conservation Easement.

X. ASSIGNMENT OF GRANTEE'S INTERESTS.

The Grantee may not assign its interests in this Easement except to a "qualified" organization within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, which organization has a concern for ecological and aesthetic considerations consistent with the terms of this Easement, and on condition that such organization as a condition of the assignment expressly agrees to continue to carry out the rights and responsibilities of Grantee in this Conservation Easement. Should the Grantee cease to exist, this Easement shall be assigned to such an organization.

XI. GRANT IN PERPETUITY.

This Conservation Easement gives rise to a property right immediately vested in Grantee. This Easement shall run with the property in perpetuity and shall bind the Grantor, its successors and assigns forever.

XII. MISCELLANEOUS.

1. The terms Grantor and Grantee, wherever used in this Easement, shall include the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns.

2. In the event that any of the provisions contained in this Easement are declared invalid or unenforceable in the future, all remaining provisions shall remain in effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement this _____ day of _____, 1995.

WHATCOM COUNTY

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of WHATCOM COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 1995.

(S E A L)

NOTARY PUBLIC
Printed Name:
My commission expires: _____

WHATCOM COUNTY LAND TRUST

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument and acknowledged it as the President of the **WHATCOM COUNTY LAND TRUST** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 1995.

(S E A L)

NOTARY PUBLIC
Printed Name:
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

E X H I B I T A
LEGAL DESCRIPTION

GOVERNMENT LOT 3 AND THAT PORTION OF GOVERNMENT LOT 4 LYING EAST OF HIGHWAY 99, SECTION 6, TOWNSHIP 36 NORTH; RANGE 4 E.W.M., EXCEPT ROAD.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

AND

The land referred to is situated in the State of Washington, County of WHATCOM, and is described as follows:

PARCEL A

THAT PORTION OF GOVERNMENT LOT 4 AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY MARGIN OF COUNTY ROAD NO. 277, ALSO KNOWN AS THE SQUIRES ROAD. EXCEPT THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY MARGIN OF U.S. HIGHWAY 99, AND EXCEPT THAT PORTION LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4, THENCE NORTH 2 DEGREES 24' 08" EAST, A DISTANCE OF 804.09 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 85 DEGREES 17' 34" EAST, A DISTANCE OF 159.49 FEET TO AN IRON PIPE; THENCE SOUTH 84 DEGREES 14' 04" EAST, A DISTANCE OF 116.79 FEET; THENCE SOUTH 86 DEGREES 53' 19" EAST, A DISTANCE OF 99.81 FEET TO AN IRON PIPE; THENCE SOUTH 80 DEGREES 13' 19" EAST, A DISTANCE OF 185.38 FEET TO AN IRON PIPE; THENCE SOUTH 56 DEGREES 22' 04" EAST, A DISTANCE OF 261.39 FEET TO AN IRON PIPE; THENCE SOUTH 50 DEGREES 46' 19" EAST, A DISTANCE OF 165.41 FEET TO AN IRON PIPE; THENCE NORTH 23 DEGREES 20' 49" EAST, A DISTANCE OF 167.39 FEET TO AN IRON PIPE; THENCE NORTH 2 DEGREES 30' 41" WEST, A DISTANCE OF 168.73 FEET TO AN IRON PIPE; THENCE NORTH 44 DEGREES 25' 41" WEST, A DISTANCE OF 154.18 FEET; THENCE NORTH 51 DEGREES 13' WEST, A DISTANCE OF 177 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF COUNTY ROAD NO. 277, ALSO KNOWN AS THE SQUIRES ROAD, AND THE END OF THIS LINE DESCRIPTION.

NOTE: ALL BEARINGS HEREIN SHOWN REFER TO THE WASHINGTON STATE LAMBERT GRID-NORTH ZONE.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PART OF GOVERNMENT LOT 4, LYING WITHIN 50 FEET OF EACH SIDE OF THE CENTER LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY AS ORIGINALLY LOCATED NOW ABANDONED, SECTION 31, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., ALL EXCEPT ROADS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B

THAT PORTION OF GOVERNMENT LOT 4, SECTION 31, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4, THENCE NORTH 2 DEGREES 24' 08" EAST, 804.09 FEET; THENCE SOUTH 85 DEGREES 17' 34" EAST, 159.49 FEET TO AN IRON PIPE; THENCE SOUTH 85 DEGREES 14' 04" EAST, 116.79 FEET; THENCE SOUTH 86 DEGREES 53' 19" EAST, 99.81 FEET TO AN IRON PIPE; THENCE SOUTH 80 DEGREES 13' 19" EAST, 185.38 FEET TO AN IRON PIPE; THENCE SOUTH 56 DEGREES 22' 04" EAST, 261.39 FEET TO AN IRON PIPE; THENCE SOUTH 50 DEGREES 46' 19" EAST, 165.41 FEET TO AN IRON PIPE; THENCE NORTH 23 DEGREES 20' 49" EAST, 167.39 FEET TO AN IRON PIPE; THENCE NORTH 2 DEGREES 30' 41" WEST, 168.73 FEET TO AN IRON PIPE; THENCE NORTH 44 DEGREES 25' 41" WEST, 137.18 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 44 DEGREES 25' 41" WEST, 17.00 FEET; THENCE NORTH 51 DEGREES 13' 36" WEST, 177 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF COUNTY ROAD NO. 277; THENCE WESTERLY ALONG SAID SOUTHWESTERLY MARGIN 73.00 FEET; THENCE SOUTHWESTERLY 240 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

NOTE: ALL BEARINGS HEREIN SHOWN REFER TO THE WASHINGTON STATE LAMBERT GRID-NORTH ZONE.