



AFTER RECORDING RETURN TO:
Whatcom Land Trust
P. O. Box 6131
Bellingham, WA 98227

Document Title: Galbraith Mountain Working Forest Conservation Easement
Grantor: Galbraith Tree Farm, LLC, a Washington limited liability company
Grantee: City of Bellingham, a Washington municipal Corporation and Whatcom Land Trust, a Washington nonprofit Corporation

S 2, T 37 N, R 3 EWM
S 3, T 37 N, R 3 EWM
SE ¼, S 4, T 37 N, R 3 EWM
E 1/2, S 9, T 37 N, R 3 EWM
S 10, T 37 N, R 3 EWM
S 11, T 37 N, R 3 EWM
S 15, T 37 N, R 3 EWM
East Haven Addn to Fairhaven, Blocks 1-6
Menlo Park, Blocks 1-8
Electric Motor Line Addn to Fairhaven
Donovan Avenue Addn to Fairhaven, Blocks 1-14, and 16, 17, 19 & 20
Great Northern Addn to Fairhaven, Blocks 1-28

Tax Account No.: 370302 132264 0000/179708
Tax Account No.: 370302 364013 0000/179710
Tax Account No.: 370303 056312 0000/21151
Tax Account No.: 370303 208319 0000/21152
Tax Account No.: 370303 314523 0000/21154
Tax Account No.: 370303 348401 0000/21157
Tax Account No.: 370303 379416 0000/21160
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Tax Account No.: 370303 529365 0000/21166
Tax Account No.: 370303 531581 0000/21167
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Tax Account No.: 370311 051094 0000/26196
Tax Account No.: 370311 060466 0000/26197
Tax Account No.: 370311 062225 0000/26198
Tax Account No.: 370311 196395 0000/179705

GALBRAITH MOUNTAIN WORKING FOREST CONSERVATION EASEMENT

I. PARTIES

This grant of the Galbraith Mountain Conservation Easement ("Conservation Easement") is made by Galbraith Tree Farm, LLC, a Washington limited liability company, referred to hereafter as "GTF" to the City of Bellingham, a Washington municipal corporation, and Whatcom Land Trust, a Washington nonprofit organization, referred to hereafter as Grantees.

II. RECITALS

A. GTF owns real property located in Whatcom County, Washington, legally described as set forth in Exhibit "A" and shown on the map attached as Exhibit "B", hereinafter referred to as the "Property".

B. The City and GTF have entered into a Recreational Use Easement for the purpose of allowing and managing recreational use on the Property.

C. GTF has agreed to place covenants on the Property narrowly restricting its use and development of the Property.

D. The Property has historically been used for logging and as a site for transmission towers, power line and gas lines.

E. GTF intends to continue to grow and harvest timber from the Property.

F. Growing and harvesting timber and other activities incidental thereto, will be performed in compliance with RCW 76.09 (the "Act") as it is amended or replaced from time to time.

G. Prohibiting commercial development, residential development and industrial development will protect Lake Whatcom water quality from pollution that these prohibited uses may cause. Based on the foregoing, the protection of Lake Whatcom water quality is made a purpose of this Conservation Easement.

H. The Property has within it roads that are designated as logging roads, but are also used for access and utilities based on existing easements.

I. Over the last two (2) decades the Property has been developed by mountain bikers as a first-class mountain biking facility. The development consists of many miles of trails, and related improvements regularly used by other non-motorized recreationist in addition to

mountain bikers. Recreational use and logging have successfully coexisted on the Property for a number of years.

J. The parties agree that the recitals are true and accurate statements of facts and are included as terms of this Easement.

III. DEFINITIONS

“Biomass” means the total mass of living and dead plants and organisms on the Property.

“Commercial Forestry” means any activity defined as a forest practice under RCW 76.09.020(17), together with activities incidental thereto, including, but not limited to mining gravel for construction and maintenance of “forest roads” located on the Property as defined in the Act, temporary structures or buildings used for the purpose of harvesting, extracting or processing timber as defined in the Act, preparation work, such as tree marking, surveying, road flagging, removal or harvesting of incidental vegetation from the Property.

“Recreational Use Easement” shall be the Galbraith Mountain Recreational Use Easement recorded under Whatcom County Auditor’s File No. 2018-0803004.

“City” is the City of Bellingham, a Washington municipal corporation.

“Trust” is the Whatcom Land Trust, a Washington non-profit corporation.

“Permanent Structures” means structures or buildings, not including structures or buildings used for Commercial Forestry, drainage, forest road or trail improvements and Temporary Structures.

“Temporary Structures” means buildings or structures, not including structures or buildings used for Commercial Forestry, drainage, forest road or trail improvements, that remain in one place on the Property for a period of twelve (12) months or less.

IV. DESCRIPTION OF PROPERTY

The approximately 2,182 acre forested Property over which this Conservation Easement is granted consists of rolling terrain and steep slopes on 1,785-foot high Galbraith Mountain in Whatcom County, Washington. The Property has traditionally been used for commercial forest practices. Approximately half of the Property is in the Lake Whatcom Watershed, the drinking water supply for half of the residents of Whatcom County. The Property adjoins approximately 4,250-forested acres transferred by the State of Washington to Whatcom County in 2014 for use as a park and is in close proximity to other substantial properties protected by Grantees and Whatcom County.

V. PURPOSE

The purpose of this Conservation Easement is to:

- (a) Ensure sustainable Commercial Forestry on the Property;
- (b) Prohibit residential, industrial and commercial development of the Property, except for Commercial Forestry and uses allowed under Section VII. d. below;
- (c) Limit the subdivision of the Property except as allowed in Section VII. a. below;
- (d) Protect permanent public non-motorized recreation opportunities on the Property authorized under the Recreational Use Easement; and
- (e) Protect the water quality of Lake Whatcom.

VI. GRANT OF CONSERVATION EASEMENT

For the reasons stated above, and in consideration of the mutual covenants, terms and conditions and restrictions contained herein, GTF hereby grants and conveys to the Grantees, their successors and assigns, in perpetuity, a Conservation Easement pursuant to the provisions of RCW 84.34.210, over the Property, subject to the terms and conditions of this Conservation Easement. This Conservation Easement consists of mutual rights and obligations and is subject to the reservation of rights set forth herein. Each of the rights, obligations and reservations with respect to this Conservation Easement shall operate as covenants running with the Property in perpetuity and shall be binding upon the successors and assigns of both GTF and Grantees.

VII. PROHIBITED USES

The following uses of the Property, or acts relating to the Property, are prohibited:

- (a) Subdivision of the Property in any manner or separation of the parcels that comprise the Property in any manner, except GTF shall have the right to subdivide, reconfigure existing lots of record or otherwise separate the Property for sale or conveyance ("Sale Parcels") subject to the following limitation: (a) all Sale Parcels shall satisfy all requirements of Whatcom County or upon annexation the City; (b) no more than a total of four (4) Sale Parcels shall be created; (c) no Sale Parcel shall be less than one hundred sixty (160) acres in size; (d) the restrictions set forth in subsections (b) and (c) shall not apply to any sale or conveyance to Whatcom County, State of Washington or the City; and (e) on conveyance of any Sale Parcel there shall be recorded a covenant on the Sale Parcel restricting further subdivision by exemption, boundary line adjustment or any other procedure for creating additional lots of record and the covenant shall be enforceable by Whatcom County and the Grantees.

- (b) Construction of Permanent or Temporary Structures for residential, industrial or commercial use except Commercial Forestry and those uses allowed under Section VII. d. below.
- (c) Installation of infrastructure, such as water, sewer and other utilities.
- (d) Any activity or enterprise not directly related to the conduct of Commercial Forestry, except:
 - (i) Those activities and enterprises granted and reserved in the Recreational Use Easement;
 - (ii) Those activities and enterprises relating to transmission lines, power lines, gas lines, based on rights acquired prior to the date of the recording of this Conservation Easement; and
 - (iii) Any activity or enterprise authorized by the City, at its sole discretion, subject to the rights of the Trust described in Section VIII (e), and subject to the following requirements:
 - a. The enterprise or activity must be directly related to the Biomass of the Property;
 - b. There must be a material change that permanently prevents the Property from being commercially viable for Commercial Forestry;
 - c. The new activity or enterprise related to the Biomass must be compatible with the Recreational Use Easement;
 - d. The new activity or enterprise related to the Biomass must not have a greater impact on the water quality of Lake Whatcom than Commercial Forestry; and
 - e. The new activity or enterprise authorized by the City, including the description of the activity or enterprise and any conditions the City places on the activity or enterprise shall be incorporated into this Conservation Easement by amendment.

VIII. ENFORCEMENT

GTF grants to the Grantees the right to monitor and enforce the terms of this Conservation Easement as follows:

- (a) GTF grants to the Grantees the right to enter the Property, including the use of motorized vehicles on the Property's Logging Roads (as Logging Roads are defined in the Recreational Use Easement) for the purpose of making general observations to assure compliance with the terms of this Conservation Easement.
- (b) Should GTF, its successors or assigns, undertake any activity in violation of this Conservation Easement, the Grantees shall give written notice to GTF of such violation and demand corrective action sufficient to cure the violation. If GTF (1) fails to cure a violation within thirty (30) days after receipt of a notice thereof

from the Grantees or under circumstances for which the violation cannot be reasonably cured within the thirty (30) day period, fails to commence curing such violation within thirty (30) days' notice; or (2) fails to continue diligently to cure such violation until finally cured; the Grantees may then invoke the dispute resolution procedures as set forth in section IX.

- (c) Any forbearance by the Grantees to exercise any rights under this Conservation Easement, in the event of a breach, shall not be deemed to be a waiver of the Grantees' rights under this Conservation Easement.
- (d) All Commercial Forestry activities of GTF within the Property including those affecting the environment or water quality that are regulated by federal, state or local statutes, ordinances, rules or regulations, shall only be a violation of this Conservation Easement if GTF is not in compliance with applicable statutes, ordinances, rules and regulations. GTF shall not be deemed to be in violation of this Conservation Easement until a final administrative or judicial decision has been rendered confirming the violation. Grantees shall have no special standing under this Conservation Easement, but shall have the right to intervyene in any administrative or judicial proceeding relating to GTF's regulatory compliance if such right existed in the absence of this Conservation Easement.
- (e) The Trust shall have the right to challenge the City's decision to authorize a new activity or enterprise pursuant to Section VII. (d) (iii); provided any such challenge must be based on the new activity or enterprise not meeting the standards in Section VII (d) (iii) (a) – (e).
- (f) The Grantee's, together or either of them individually, shall have the right to enforce the terms and conditions of this Conservation Easement.

IX. DISPUTE RESOLUTION

Any dispute arising under this Conservation Easement shall first be subject to mediation by a mutual acceptable mediator, and if that fails, then the issue shall be adjudicated in Snohomish County Superior Court unless the Parties mutually agree to an alternative method of dispute resolution.

X. BASELINE REPORT

In order to establish the present condition of the Property so as to be able to properly monitor future uses of the Property and assure compliance with the terms of this Conservation Easement, the Grantees, at their sole expense, shall prepare an inventory of the Property's relevant features and conditions, known as the "Baseline Report." The Baseline Report shall consist of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an

objective information baseline for monitoring compliance with the terms of this grant. The Baseline Report shall be used to establish the condition of the Property as of the date of this Conservation Easement. GTF and the Grantees shall execute a statement verifying their mutual agreement that the Baseline Report accurately represents the condition of the Property as of the date of this Conservation Easement.

XI. GRANTOR'S RESPONSIBILITIES

GTF agrees to bear the costs of operation, upkeep and maintenance of the Property except as otherwise provided for in the Recreational Use Easement signed and recorded concurrently with this Conservation Easement. In addition, GTF agrees to pay all real property taxes on the Property.

XII. THIRD PARTY BENEFICIARIES

There shall be no third-party beneficiaries to this Conservation Easement.

XIII. ASSIGNMENT OF GRANTEE'S INTERESTS

The City shall not assign their interest in this Conservation Easement, except to Whatcom County. The Trust may not assign its interest except to the City or an organization that is a qualified organization at the time of transfer within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (or a successor provision then applicable) and applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements under the terms and provisions of RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable).

XIV. SUCCESSION

If it becomes impossible for the Grantees to ensure compliance with the covenants contained herein and the Grantees have not named a successor organization, or the Grantees shall cease to exist, then their rights and duties hereunder shall be assigned to and become vested and fall upon the following named entities to the extent that they shall accept this Conservation Easement in the following order:

- (a) Whatcom County;
- (b) Such other entity, with purposes similar to the Trust constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986 (or corresponding provision of any future statute); provided that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding

provision of any future statute) and with due regard to the purposes of this Conservation Easement.

XV. GRANT IN PERPETUITY

This Conservation Easement shall run with the Property in perpetuity and shall bind GTF and the Grantees and their successors and assigns, forever.

XVI. PROPERTY INTERESTS

The omission of any acknowledgement of the property rights created by this Conservation Easement is not intended to alter the law regarding property interests.

XVII. MISCELLANEOUS

- (a) Severability. In the event that any of the provisions contained in this Conservation Easement is found to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.
- (b) Notices. Any notice, demand, request, consent, approval or communication that either party wishes or is required to give to the other shall be in writing either served personally, by overnight delivery or by certified mail, return receipt requested, postage prepaid, addressed to the last known address of each party.
- (c) Entire Agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussion, negotiations, understandings and agreements relating to the restrictions on use and development of the Property, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by both parties.
- (d) Counterparts. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- (e) Prior Encumbrances. This Conservation Easement is subject to those encumbrances of record on the date of recording of this Conservation Easement described in Section VII (d) (2). Any mortgage or lien arising or recorded before the date of this Conservation Easement shall be subordinate to the terms of this Easement.

IN WITNESS WHEREOF, the parties have executed this Conservation Easement
this 24th day of August, 2018.

GRANTOR:

GALBRAITH TREE FARM, LLC

By [Signature]
ROBERT J. DUNICKI, Manager

THE CITY OF BELLINGHAM

By [Signature] 8/21/18
KELLY J. LINVILLE, Mayor

Approved by Department Head:

[Signature]
LESLIE BRYSON
Bellingham Parks and Recreation Director

Attest:

[Signature]
Brian Henshaw, Finance Director

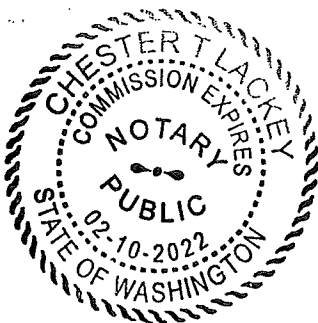
Approved as to Form

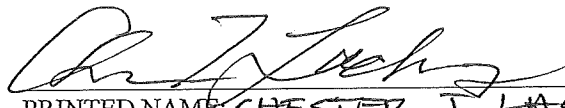
[Signature]
Office of the City Attorney

STATE OF WASHINGTON)
 : ss.
COUNTY OF WHATCOM)

On this 24th day of August, 2018, before me personally appeared ROBERT JANICKI, to me known to be the Manager of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

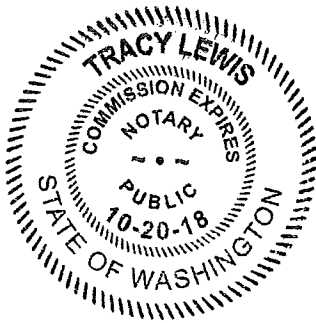


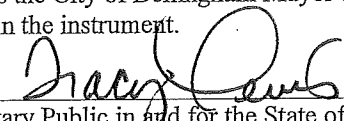

PRINTED NAME: CHESTER T. LACKEY
Notary Public in and for the State of Washington,
residing at Bellingham.
My Commission Expires: 2/10/22

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that KELLI J. LINVILLE, is the person who appeared before me and said person acknowledged that she signed this instrument, on oath and stated that she was authorized to execute the instrument and acknowledged it as the City of Bellingham Mayor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/21/18




Notary Public in and for the State of Washington,
residing at Bellingham
My Commission Expires: 10/20/18

WHATCOM LAND TRUST, a Washington Nonprofit Corporation

By: *Christopher Moench*
President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that *Christopher Moench* 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 Whatcom Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 17 day of August, 2018.



Shawn Lorane Fuller
Printed Name: *Shawn Lorane Fuller*
NOTARY PUBLIC in and for the
State of Washington
Residing at: *Bellingham, WA*
My commission expires: *12-20-2021*

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

THE SOUTHEAST QUARTER, EXCEPT PART PLATTED AS "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; TOGETHER WITH BLOCKS 1, 2, 3, 4, 5 AND 6, "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; ALSO TOGETHER WITH GOVERNMENT LOTS 3 AND 4; ALSO TOGETHER WITH THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER; ALL IN SECTION 2, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.
SITUATE IN WHATCOM COUNTY, WASHINGTON

PARCEL B:

ALL OF BLOCKS 1, 2, 3, 4, MENLO PARK, AN ADDITION TO SEHOME AND FAIRHAVEN, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 68, RECORDS OF WHATCOM COUNTY, WASHINGTON.
SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL C:

GOVERNMENT LOT 4 (ALSO DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER), SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON. ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER, OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL D:

THE EAST HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL E:

THE ENTIRE PLAT OF ELECTRIC MOTOR LINE ADDITION TO FAIRHAVEN, (BLOCKS 1 TO 20, INCLUSIVE), BEING THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.; ALL OF BLOCKS 1 THROUGH 9, INCLUSIVE; LOTS 1 THROUGH 9, 11 through 14, AND 16 THROUGH 22, BLOCK 10; LOTS 1 THROUGH 22, BLOCK 16, LOTS 1 THROUGH 11, BLOCK 17 AND ALL OF BLOCKS 11 THROUGH 14 AND 19 AND 20; DONOVAN AVENUE ADDITION TO FAIRHAVEN, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 83, RECORDS OF WHATCOM COUNTY, WASHINGTON;

PARCEL F:

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4 THAT LIE EAST OF THE WEST LINE OF A PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 779595 AND 789170, SECTION 4, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M. EXCEPT ROADS. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL G:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALSO ALL OF GOVERNMENT LOTS 1 AND 2; GOVERNMENT LOT 4; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; GOVERNMENT LOT 3; THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE ENTIRE SOUTHWEST QUARTER; THE ENTIRE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.;

ALL OF BLOCKS 1 THROUGH 5, LOTS 1 THROUGH 22, BLOCK 6; LOTS 1 THROUGH 22, BLOCK 7; LOTS 1 THROUGH 22, BLOCK 8; ALL OF BLOCKS 9 AND 10; LOTS 1 THROUGH 22, BLOCK 11; ALL OF BLOCKS 12 THROUGH 15; LOTS 22, 23, AND 24, BLOCK 16; ALL OF BLOCKS 17 THROUGH 25; LOTS 1 AND 2 THROUGH 24, BLOCK 26; LOTS 1 THROUGH 24, BLOCK 27; AND ALL OF BLOCK 28, PLAT OF GREAT NORTHERN ADDITION TO FAIRHAVEN, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 23, RECORDS OF WHATCOM COUNTY, WASHINGTON;

PARCEL H:

A PORTION OF SECTIONS 9, 10, 11 AND 15, TOWNSHIP 37 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE EAST HALF OF SECTION 9 THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 789621, RECORDS OF WHATCOM COUNTY, WASHINGTON.

ALSO THE FOLLOWING PORTIONS OF SECTION 10; ALL OF THE SOUTHEAST QUARTER; AND THOSE PORTIONS OF THE NORTH TWO-THIRDS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER THAT LIE EAST OF THE WEST LINE OF A TRANS-MOUNTAIN OIL PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 789620, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH

HALF OF THE NORTHWEST QUARTER; AND THE WEST HALF OF THE NORTHEAST QUARTER; AND ALL OF BLOCKS 5 THRU 8 OF MENLO PARK, RECORDED IN VOLUME 2 PAGE 68 OF PLATS, RECORDS OF WHATCOM COUNTY, WASHINGTON. EXCEPT THE SOUTH ONE-THIRD OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE NORTH TWO-THIRDS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11. ALSO THE FOLLOWING PORTIONS OF SECTION 15: THE NORTH HALF OF THE NORTHEAST QUARTER; SITUATE IN WHATCOM COUNTY, WASHINGTON.

