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Page: 1 of 15  
1/06/2014 10:23 AM  
EASE \$86.00

Request of: ZENDER THURSTON P.S.  
Whatcom County, WA

After Recording Return To:

Robert A. Carmichael  
1700 D Street  
Bellingham, WA 98229

DOCUMENT TITLE:

**CHUCKANUT COMMUNITY FOREST CONSERVATION EASEMENT**

GRANTOR:

**CITY OF BELLINGHAM**

GRANTEE:

**CHUCKANUT COMMUNITY FOREST PARK DISTRICT**

ABBREVIATED LEGAL DESCRIPTION:

Ptn of S ½ SW ¼ Sec 12 TWP 37 N Rge 3 E

Lot B, as delineated on Chuckanut Trust Lot Line Adjustment

Lots 1-24, Block 1, Map of Diffenbachers Addition to Fairhaven

Full legal description at page 14

ASSESSOR'S TAX PARCEL NUMBERS:

370212 359328 0000

370212 364207 0000

370212 478165 0000

370212 447323 0000

370212 477313 0000

## CHUCKANUT COMMUNITY FOREST CONSERVATION EASEMENT

### **I. PARTIES.**

This Grant of a Conservation Easement ("Conservation Easement" or "Easement") is made by the City of Bellingham, a municipal corporation organized under the laws of the State of Washington ("Grantor" or "City"), to the Chuckanut Community Forest Park District, a municipal corporation organized under the laws of the state of Washington ("Grantee" or "Park District").

### **II. FACTS, OBJECTIVES AND PURPOSES.**

Grantor owns real property in Whatcom County, Washington, referred to hereafter as the "Property", the legal description of which is attached as Exhibit A. A sketch map of the Property is attached as Exhibit B.

The Grantee is a metropolitan park district organized pursuant to RCW 35.61 by public vote to ensure that the Property's ecological, recreational, and educational functions are protected in perpetuity.

The City purchased the Property from Washington Federal Savings Bank for \$8.2 million using greenways funds, park impact fees, and a Greenways Endowment Fund Loan ("Loan") of \$3,232,021.60. The City's grant of the Conservation Easement to the Park District is in consideration for: (1) the Park District paying off the Loan and accrued interest on the Loan; and (2) the Park District formally dissolving in accordance with RCW 35.61.310 effective no later than one year from the date the City petitions the Park District to dissolve. The City will file a petition for dissolution of the Park District pursuant to RCW 35.61.310 after the Loan is paid off, but not before that time, subject to the terms in the "Interlocal Agreement." The City and the Park District have entered into an "Interlocal Agreement" specifying the terms for the Park District's payment of the Loan.

The approximately eighty-two (82) acre Property is located on the south side of the City of Bellingham and is locally known as Chuckanut Ridge or the Hundred Acre Wood. The Property is mostly forested and contains wetlands, steep slopes, and a variety of plant species. The Property also provides wildlife habitat and habitat corridors for a number of species and was listed as one of the City's "significant habitats" in the City of Bellingham Wildlife and Habitat Assessment and Wildlife Habitat Plan, December 1995.

The intent of the Grantor and Grantee and the purpose of this Conservation Easement are to assure that the natural features, functions and values of the Property are protected in perpetuity including the existing wetlands, forest, wildlife habitat, wildlife habitat corridors, and other features of ecological significance; while also allowing for the

recreational, educational, and scientific uses named in Section IV. The uses allowed pursuant to Section IV shall be sited, designed, maintained, and operated so as to minimize the impact to the natural attributes of the Property.

### **III. GRANT OF CONSERVATION EASEMENT.**

Grantor hereby conveys to Grantee, its successors and assigns, in perpetuity, a Conservation Easement ("Easement") pursuant to Revised Code of Washington RCW 84.34.210, over the Property. The 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. PERMITTED USES, PRACTICES AND RIGHTS RESERVED BY GRANTOR.**

The Grantor shall have the right to do or permit the following on the Property:

1. Allow nature oriented, non-motorized public recreational, scientific, and educational uses and construction of appropriate facilities to enhance the nature oriented public recreational or educational/research uses such as:
  - a. facilities for motor vehicle parking on the Property located, if possible, near perimeter boundaries;
  - b. facilities and access for on-site education or research related to objectives and purposes of the Easement;
  - c. trails (including, but not limited to, walking, mountain bike, forest overlook/view, natural wildlife/habitat interpretive, birdwatcher, and disabled-accessible trails), boardwalks, and bridges;
  - d. benches;
  - e. plaques for recognition, memorial, or educational purposes;
  - f. restrooms, pavilions, and educational/interpretive buildings;
  - g. directional, informational, or educational signs;
  - h. "Tree House" forest canopy viewing stations similar to the Sehome Arboretum tower;
  - i. Kid-friendly wildlife/habitat observation "Blinds";

- j. Outdoor mature forested wetlands "Touch Tank" similar to the indoor tank at the Marine Life Center;
- k. Mid-successional forest and wetlands "Native Flora/Fauna Gardens";
- l. Dual-purpose "Eco Pod" and "Yurt" forest campsites/field research labs (safety-approved fire pits/grills possible);
- m. 5k cross country running course similar to the unpaved Lake Padden trail (small portable concession stand for school/fundraising use possible on portion of parking area);
- n. Off-leash dog trails with centralized, forested obstacle/exercise area;
- o. An Urban Forested Wetlands Ecology Center;
- p. Small multi-purpose outdoor seating arena similar to the one in Sehome Arboretum;
- q. All-ages forested picnic areas with recycle station similar to the one at Boulevard Park;
- r. Hike-in uplands "View Pavilion" (covered structure); and
- s. Steep-slope hazard area education site designed with kid-friendly "Mud Slide" and other hands-on learning activity exhibits.

Provided that, such uses and facilities do not adversely impact the critical areas on the Property as defined by the City's Critical Areas Ordinance (Bellingham Municipal Code Chapter 16.55, "Critical Areas Ordinance") without adequate mitigation. Mitigation of any adverse impact to a critical area on the Property shall take place on the Property or on adjacent property if a qualified wetland biologist determines that offsite mitigation is environmentally preferable and if such off-site mitigation is allowed and approved under the Critical Areas Ordinance.

- 2. With reasonable prior written notice to Grantee, remove trees that are invasive, diseased or present a safety hazard to people or property. However, the Grantor may remove trees without prior notice to Grantee if the trees present an immediate safety hazard.

3. Make modest clearings to create viewpoints.
4. Plant native trees and vegetation and conduct other activity to enhance and protect water quality, critical areas, and wildlife habitat.
5. Control invasive, non-native species by means that do not harm water quality, critical areas or wildlife habitat.
6. Operate motor vehicles for the maintenance and development of the Property consistent with the permitted uses listed herein.
7. Maintain, repair, expand, improve, decommission, or retain trails on Property, consistent with the intent of this Easement and future City master plan.
8. Undertake other activities necessary to protect public health or safety on the Property, or that are actively required by any governmental agency with authority. Any such activity shall be conducted so that interference with the ecological values of the Property is avoided, or if avoidance is not possible, minimized to the maximum extent possible.

**V. RESTRICTIONS ON USE.**

Grantor may prohibit uses on the Property independent of this Easement. **Except as provided above**, the Grantor shall not on the Property do or permit any of the following:

1. Harvest, cut or remove trees or other vegetation except as allowed pursuant to Section IV, consistent with the purposes identified in this Conservation Easement.
2. Build or place roads or buildings of any type.
3. Explore for or extract minerals, hydrocarbons or other materials, except as expressly authorized pursuant to mineral, oil, or gas reservations or leases recorded prior to and continuing in existence on the date of this Easement.
4. Trapping or hunting of animals except to deal with a local public health emergency.
5. Excavate or grade the Property or otherwise materially alter the landscape or topography except as necessary for one of the permitted uses, practices and rights identified in Section IV above.

6. Subdivide the Property in any manner.
7. Make residential, commercial, or industrial use of the Property other than an apartment for a residential caretaker and de minimus use of the Property for commercial recreation.
8. Operate motor vehicles, except as is necessary for the development and management of the Property as allowed in Section IV; provided further that, an existing driveway serving a single family residence on an adjoining parcel pursuant to a License Agreement recorded at Whatcom County Auditor File No.893239 which may encroach on the southerly tip of Parcel C on Exhibit B and may continue so long as its use remains limited to providing ingress and egress to said single family residence only and so long as its width and length are not expanded.
9. Store derelict vehicles or waste of any kind.
10. Building or maintaining of fires except for purposes identified in this Conservation Easement.
11. Allow overnight camping except for purposes identified in this Conservation Easement.
12. Provide athletic facilities or ball fields of any kind.
13. Widen existing trails for bicycle use or build new trails for bicycle use except pursuant to an adopted master plan.
14. Grant other easements except for trails including those easements obtained through eminent domain.
15. Use or apply pesticides or herbicides on the Property including for activities allowed under Section IV; except if such use is the only reasonably feasible means to control invasive, non-native species and then only if such use can be accomplished without harming water quality or critical areas. Before any pesticide or herbicide use is allowed, the necessary risks from use shall be evaluated using best available science to determine if such use will cause adverse impacts to water quality or critical areas. Should the results of the evaluation reveal adverse impact, said use shall be minimized.
16. Use of the Property contrary to the purposes of this Easement.

## **VI. RIGHTS AND RESPONSIBILITIES OF GRANTEE.**

Grantor grants and Grantee accepts the right and shared responsibility to preserve and protect in perpetuity the natural features, functions and values of the Property including the existing wetlands, forest, and wildlife habitat consistent with the terms of this Easement. In connection with such rights and responsibilities:

1. Grantor grants to Grantee the right to enter the Property, to observe and monitor compliance with the terms of this Easement.
2. Should Grantor, its successors or assigns, undertake any activity on the Property in violation of this Easement, or should Grantor permit an activity on the Property in violation of this Easement, Grantee shall have the right to enjoin and abate any such activity. In addition, Grantee shall have the right to recover damages from Grantor or to compel the restoration by Grantor of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In the event Grantee commences a legal action against the Grantor or otherwise seeks to enforce the terms of this Easement against the Grantor, the prevailing party in any such matter shall be entitled to an award of damages, including, if applicable, costs of restoration, expenses and costs of suit, including attorneys' fees and expert witness fees.
3. Any forbearance by Grantor or Grantee to exercise any rights under this Easement in the event of a breach shall not be deemed to be a waiver of Grantor's or Grantee's rights hereunder.
4. Grantee shall indemnify, appear and defend, and hold harmless Grantor from all claims, lawsuits and liabilities of any kind, including attorney's fees and costs, arising from any negligent act or omission by Grantee in connection with its performance under this Agreement; except to the extent such claim, lawsuit, or liability arises from the negligence of the Grantor.

## **VII. BASELINE DATA.**

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 Agreement, Grantor and Grantee shall, prior to the adoption of the park master plan, prepare or cause to be prepared by a mutually agreed upon qualified person(s) with relevant scientific education, training, and experience, 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 and document

off-site references made for comparison in Section V. The Park District will pay up to \$10,000 for gathering the baseline data.

### **VIII. GRANTOR'S RESPONSIBILITIES.**

1. Grantor agrees to bear all costs of ownership, operation, improvements, administration, upkeep, management and maintenance of the Property and shall indemnify, appear and defend, and hold harmless the Grantee from all claims, lawsuits and liabilities of any kind, including attorney's fees and costs, arising from any act or omission of Grantor in connection with its ownership, management, maintenance, or administration of the Property, or in connection with public use of the Property, or for any negligent act or omission in connection with its performance of this Agreement; except to the extent such claim, lawsuit, or liability arises from the negligence of the Grantee.
2. Grantor shall pay all real property taxes and assessments levied on the Property.
3. Before construction of new facilities or upgrades of existing facilities that go beyond maintenance can occur, the Grantor shall adopt a master plan for the Property.
4. Facilities which are built and maintained on the Property shall be located, designed and constructed so as to avoid and where necessary minimize impact on critical areas and wildlife habitat.
5. Trail details such as decommissioning or upgrading existing trails, creating new trails, and maintaining trails will be determined in the master plan process.
6. Grantor shall take reasonable steps to direct and confine public access to defined and maintained trail surfaces and designated areas and to prevent damage to ground cover, understory vegetation and disturbance of wildlife from off-trail public use.
7. If dogs are allowed on the Property, Grantor shall require compliance with the City of Bellingham's animal leash laws except as provided in the park master plan and laws requiring immediate removal of animal waste on the Property.

### **IX. ASSIGNMENT OF GRANTEE'S INTERESTS.**

The Grantee may assign its interests in this Easement to a "qualified" organization within the meaning of Section 170(h) of the Internal Revenue Code of 1954, as amended, and RCW 64.04.130 and RCW 84.34.250. Should the Grantee cease to exist, this Easement would be assigned to such an organization. Grantee shall give the Grantor 30-days



advance written notice of its intent to assign its interests in this Easement to a "qualified" organization, including the name of the organization.

#### **X. TERM OF CONSERVATION EASEMENT.**

This Easement shall run with the Property in perpetuity and shall bind the Grantor and Grantee, their successors and assigns forever. However, the City may elect to terminate the Easement if: (1) following a notice of deficiency, the Park District remains delinquent on its payments on the Loan for two consecutive years as provided in the Interlocal Agreement; (2) the Park District incurs long-term debt ("long-term debt" shall mean debt not repaid in one year or less; it shall not mean the Loan defined in the Interlocal Agreement) through acquisition of an interest in or leasing of any real property, funding a capital project, or entering into an employment agreement, without advance City approval; or (3) the Park District has not formally dissolved in accordance with RCW 35.61.310 within one year of the date the City's files a petition for dissolution of the Park District. If any of the three conditions is met, upon receiving notice to terminate the Conservation Easement from the City, the Park District shall timely execute and record an appropriate deed reconveying the Conservation Easement to the City. If the Park District fails to take such action after notice from the City, the City may file a quiet title action in Whatcom County Superior Court to establish that the Conservation Easement is terminated under the terms of the Conservation Easement and Interlocal Agreement. The prevailing party in any such quiet title action shall be entitled to an award of reasonable attorneys' fees and costs.

#### **XI. PROPERTY INTEREST.**

Grantor and Grantee agree that this Easement gives rise to a property right immediately vested in the Grantee, which right has a fair market value that is equal to the proportionate value that the Easement bears to the value of the Property as a whole, upon the date of the execution of the Easement.

If all the purposes of this Easement become impossible to accomplish because of a change of circumstances, this Easement can be extinguished only by judicial proceedings, and on subsequent disposal of the Property, the Grantee is entitled to a portion of the proceeds equal to the proportionate value of the Conservation Easement. In the event of condemnation of the Property in whole or in part, Grantee shall be entitled to compensation proportionate to the loss of conservation values caused by the condemnation.

**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.
3. Notice to Grantee shall be to the Clerk of Grantee, who until further notice shall be:

Vince Biciunas, Clerk  
P.O. Box 4283  
Bellingham, WA 98227

Copy to: Attorney for Park District  
1700 "D" Street  
Bellingham, WA 98225

Notice to Grantor shall be to the Director of Parks for Grantor, who until further notice shall be:

Bellingham Parks Director  
3424 Meridian St.  
Bellingham, WA 98225

Copy to: City Attorney  
210 Lottie St.  
Bellingham, WA 98225

4. This Easement, along with the Interlocal Agreement entered into between the parties of same date herewith, sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property. No alteration or variation of this instrument shall be valid or binding unless it is in writing and properly executed and acknowledged by both parties. The interpretation and the performance of this Easement shall be governed by the laws of the State of Washington.
5. This Easement shall be liberally construed in favor of the grant to effectuate the objectives and purposes of this Easement particularly as set forth in Section II and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent

with the objectives and purposes of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid.


IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement this 3rd day of January, 2013.

**GRANTOR: THE CITY**

**GRANTEE: THE DISTRICT**

CITY OF BELLINGHAM

PARK DISTRICT




Kelli Linville  
Mayor



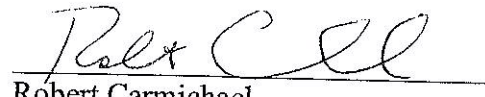
John Hymas  
President

Department Approval:

Approved as to Form:




James King  
Department of Parks and Recreation




Robert Carmichael  
Attorney for Park District

Approved As To Form:



Alan Marriner  
Office of City Attorney

Attest:



Brian Henshaw  
Interim Finance Director

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF WHATCOM )

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

DATE: 12/27/13



Tracy Lewis  
NOTARY PUBLIC  
Printed Name: Tracy Lewis  
My Commission Expires: 10/20/14

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF WHATCOM )

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

DATE: 12/30/2013

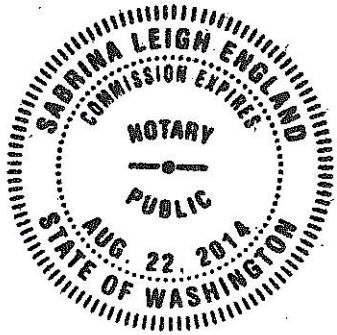



Linda D. Anderson  
NOTARY PUBLIC  
Printed Name: LINDA D. ANDERSON  
My Commission Expires: 9/29/2014

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that John Hymas is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of the CHUCKANUT COMMUNITY FOREST PARK DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: 1/3/2014



  
NOTARY PUBLIC  
Print Name: Sabrina L. England  
My Commission Expires: 8/22/14

## EXHIBIT A

### PARCEL A (370212 359328 0000):

The south half of the southwest quarter of the northeast quarter of Section 12, Township 37 North, Range 2 East of W.M., except that right-of-way lying along the easterly line thereof, commonly referred to as 20<sup>th</sup> Street.

### PARCEL B (370212 364207 0000):

That part of the northwest quarter of the southeast quarter, and that part of the southwest quarter of the southeast quarter of Section 12, Township 37 North, Range 2 East of W.M., lying northerly of Chuckanut Drive.

### PARCEL C (370212 478165 0000):

Lot B, as delineated on Chuckanut Trust Lot Line Adjustment, according to the plat thereof, recorded under Auditor's File No. 961219101, records of Whatcom County, Washington.

### PARCEL D (370212 447323 0000):

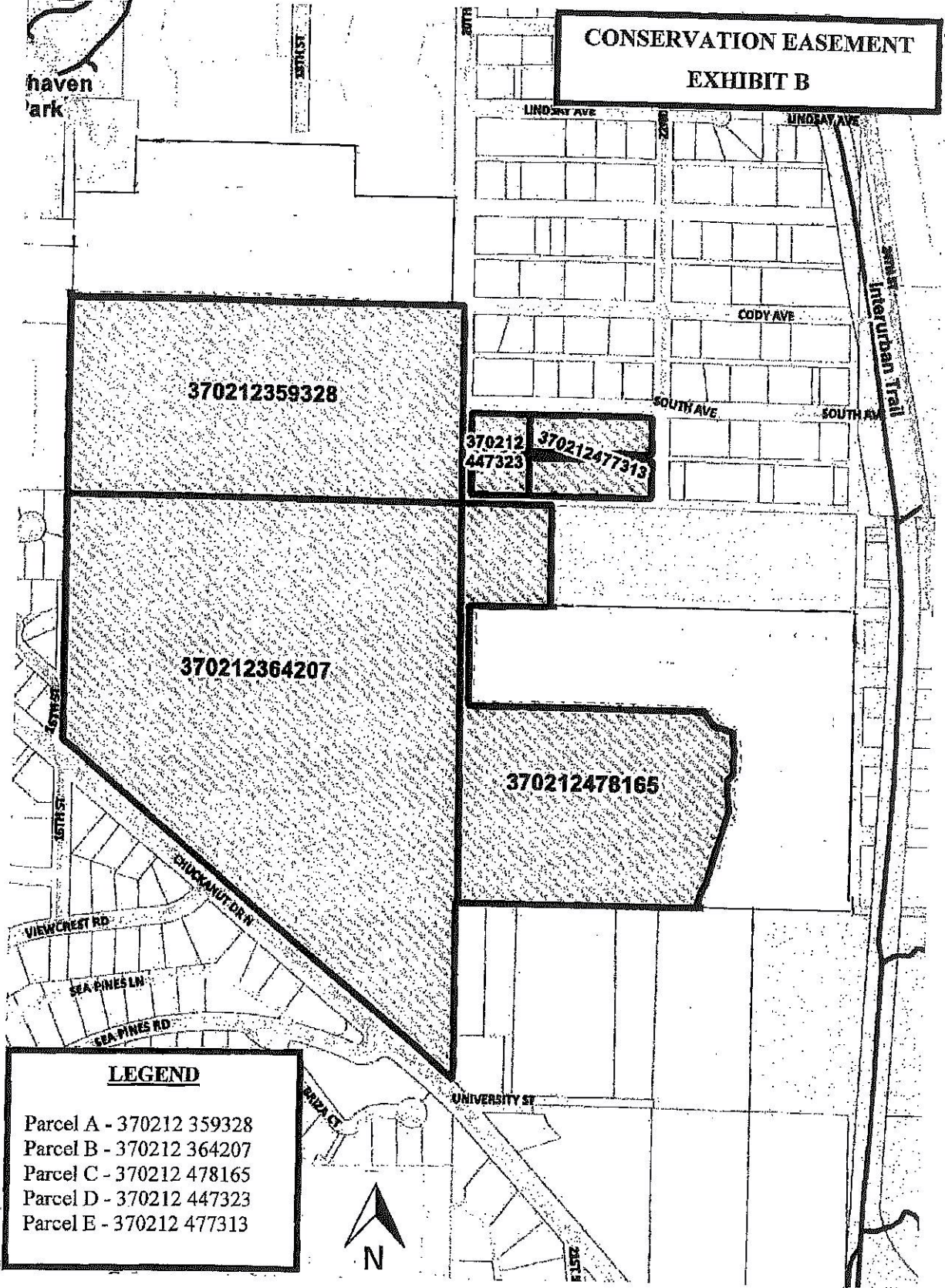
Lots 1 through 4 and Lots 21 through 24, inclusive, Block 1, Map of Diffenbachers Addition to Fairhaven, now a part of the consolidated City of Bellingham, Whatcom County, Washington, according to the plat thereof, recorded in Volume 1 of Plats, Page 51, records of Whatcom County, Washington.

### PARCEL E (370212 477313 0000):

Lots 5 through 20, inclusive, Block 1, Map of Diffenbachers Addition to Fairhaven, now a part of the consolidated City of Bellingham, Whatcom County, Washington, according to the plat thereof, recorded in Volume 1 of Plats, Page 51, records of Whatcom County, Washington.

**CONSERVATION EASEMENT  
EXHIBIT B**

haven  
ark



**LEGEND**

- Parcel A - 370212 359328
- Parcel B - 370212 364207
- Parcel C - 370212 478165
- Parcel D - 370212 447323
- Parcel E - 370212 477313

**REAL ESTATE EXCISE TAX AFFIDAVIT**

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>SELLER GRANTOR</b>	1 Name <u>City of Bellingham</u>	<b>BUYER GRANTEE</b>	2 Name <u>Chuckanut Community Forest Park District</u>
	Mailing Address <u>210 Lottie Street</u>		<u>C/O Robert A. Carmichael</u>
	City/State/Zip <u>Bellingham, WA 98225</u>		Mailing Address <u>1700 D Street</u>
	Phone No. (including area code) <u>(360) 778-8270</u>		City/State/Zip <u>Bellingham, WA 98225</u>
		Phone No. (including area code) <u>(360) 647-1500</u>	

3 Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee	List all real and personal property by parcel account numbers – check box if personal property	List assessed value(s)
Name <u>NO CHANGE</u>		
Mailing Address _____	370212 359328 0000 <u>19323</u> <input type="checkbox"/>	<u>2,250,000</u>
City/State/Zip _____	370212 364207 0000 <u>19339</u> <input type="checkbox"/>	<u>5,512,500</u>
Phone No. (including area code) <u>19400</u>	370212 478165 0000 <u>19471</u> <input type="checkbox"/>	<u>1,109,875</u>
	3702124473230000/3702124773130000 <input type="checkbox"/>	<u>225,400</u>

4 Street address of property: Not applicable/Unimproved properties

This property is located in Bellingham

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See "Exhibit A" attached for full legal descriptions.

5 Select Land Use Code(s):

99 - Other undeveloped land

enter any additional codes: 91

(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES  NO

6

Is this property designated as forest land per chapter 84.33 RCW? YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW? YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

DEPUTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

PRINT NAME \_\_\_\_\_

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) WAC 458-61A-205

Reason for exemption \_\_\_\_\_

Government transfers \_\_\_\_\_

Type of Document Easement (Conservation)

Date of Document 1-3-2014

Gross Selling Price \$	3,232,021.60
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	3,232,021.60
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Kelli Linville

Name (print) Kelli Linville

Date & city of signing: Bellingham, WA/ 12-19-13

Signature of Grantee or Grantee's Agent John Hymas

Name (print) John Hymas

Date & city of signing: Bellingham, WA/ 1-3-2014

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).