

III ATTACHMENT L

AFTER RECORDING RETURN DOCUMENT TO:
City of Bellingham
Engineering Division
210 Lottie Street
Bellingham, Washington 98225

DOCUMENT TITLE: **ACCESS EASEMENT AGREEMENT**

GRANTORS: **WATERFRONT ALLEY, L.L.C.; TRILLIUM CORPORATION; and RICHARD D. and DEBRA A. BERGLUND**

GRANTEES: **CITY OF BELLINGHAM; WATERFRONT ALLEY, L.L.C.; TRILLIUM CORPORATION; and RICHARD D. and DEBRA A. BERGLUND**

ABBREVIATED LEGAL DESCRIPTIONS: **BLKS 165 & 176, PLAT OF NEW WHATCOM TIDELANDS; & PTN OF LOT 3, BLK 17, PLAT OF CENTRAL WHATCOM; PTN OF LOT 3 & ALL OF LOTS 2 & 9, BLK 17, PLAT OF CENTRAL WHATCOM; LOT 8, BLK 17, PLAT OF CENTRAL WHATCOM; LOTS 6 & 7, BLK 17, PLAT OF CENTRAL WHATCOM; & BLKS 177 & 178, NEW WHATCOM TIDE LANDS; PTN OF LOTS 1 & 2, BLOCK 8, PLAT OF NEW WHATCOM, & LOTS 193 AND 194, NEW WHATCOM TIDELANDS (FULL LEGAL DESCRIPTIONS CAN BE FOUND ON PAGES 14 - 16, EXHIBITS A - D)**

ASSESSOR'S TAX/PARCEL NUMBER(S): **380330 062207 0000; 380330 075194 0000; 380330 070209 0000; 380330 070200 0000; 380330 077202 0000; 380330 086201 0000; 380330 093190 0000**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between WATERFRONT ALLEY, L.L.C., a Washington limited liability company ("**Waterfront**"), TRILLIUM CORPORATION, a Washington corporation ("**Trillium**"), and RICHARD D. and DEBRA A. BERGLUND, a marital community ("**Berglund**"), (collectively "**Grantors**"); and the CITY OF BELLINGHAM, a first-class city and a municipal corporation of the State of Washington (the "**City**"), effective as of the date of the last authorized signature below. Hereinafter, Waterfront, Trillium, Berglund, and the City may be referred to individually as a "**Party**" or collectively as the "**Parties.**"

RECITALS

WHEREAS, Waterfront owns certain real property commonly known as 1220 Central Avenue, Bellingham, Washington, identified as Whatcom County Assessor's Parcel Nos. 380330 062207 0000 and 380330 075194 0000, and legally described in **Exhibit A** hereto (the "**Waterfront Property**"); and

WHEREAS, Trillium owns certain real property commonly known as 401 W. Holly Street and 413 W. Holly Street, Bellingham, Washington, identified as Whatcom County Assessor's Parcel Nos. 380330 070200 0000, 380330 077202 0000, and 380330 086201 0000, and legally described in **Exhibit B** hereto (the "**Trillium Property**"); and

WHEREAS, Berglund owns certain real property commonly known as 427 W. Holly Street, Bellingham, Washington, identified as Whatcom County Assessor's Parcel No. 380330 070209 0000, and legally described in **Exhibit C** hereto (the "**Berglund Property**"); and

WHEREAS, the City owns certain real property commonly known as 315 West Holly Street, Bellingham, Washington, identified as Whatcom County Assessor's Parcel No. 380330 093190 0000, and legally described in **Exhibit D** hereto (the "**City Property**"); and

WHEREAS, the City is marketing the City Property for sale and development; and

WHEREAS, the City Property may be developed for a variety of potential uses, including, but not limited to, construction of a multi-story building for a range of hotel, retail, office, or other commercial or residential uses; and

WHEREAS, due to grade issues, it is challenging to establish vehicular access to the City Property from Holly Street; and

WHEREAS, the City desires to establish an easement, approximately fifteen-feet (15') in width, extending from Central Avenue to Army Street, including across portions of the Berglund Property, Trillium Property, and Waterfront Property, as depicted in the general overview map attached hereto as **Exhibit E**, for ingress, egress and utilities to the City Property; and

WHEREAS, the City desires to establish an independent easement from Central Avenue to Army Street over that easement area depicted in the general overview map attached hereto as Exhibit E for the limited purpose of providing continued ingress and egress to install, inspect, maintain, repair, or replace public utilities located within the Army Street right-of-way; and

WHEREAS, Grantors desire to establish express reciprocal easements to each other for ingress, egress, and utilities for continued access from Central Avenue to Army

Street, across, over and under that area as depicted in the general overview map attached hereto as Exhibit E.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The above Recitals are a part of this Agreement, and the Parties represent and warrant that they are true and correct.

2. **Consideration.** In consideration of the easements granted herein by Grantors to the City, the City shall pay: (a) Waterfront the sum of Forty-Nine Thousand Three Hundred Two and No/100 Dollars (\$49,302.00); (b) Trillium the sum of Nine Thousand Seven Hundred Sixty-Five and No/100 Dollars (\$9,765.00); and (c) Berglund the sum of Fifty-Eight Thousand Three Hundred Twenty and No/100 Dollars (\$58,320.00); all at the time of full execution of this Agreement.

3. **Grant of Easements to the City for Access to the City Property.**

3.1 Waterfront hereby grants and conveys to the City a permanent, non-exclusive easement over, under, above and across the easement area legally described in **Exhibit F** and graphically depicted in **Exhibit G ("Waterfront Property Easement Area")** to provide ingress and egress and utilities to the City Property, subject to the terms of this Agreement.

3.2 Trillium hereby grants and conveys to the City a permanent, non-exclusive easement over, under, above and across the easement area legally described in **Exhibit H** and graphically depicted in **Exhibit I ("Trillium Property Easement Area")** to provide ingress and egress and utilities to the City Property, subject to the terms of this Agreement.

3.3 Berglund hereby grants and conveys to the City a permanent, non-exclusive easement over, under, above and across the easement area legally described in **Exhibit J** and graphically depicted in **Exhibit K ("Berglund Property Easement Area")** to provide ingress and egress and utilities to the City Property, subject to the terms of this Agreement.

3.4 The easements granted in this Section 3 of the Agreement shall not be construed as public rights-of-way and shall not convey any right, title or interest to the general public.

4. **Grant of Easements to the City for Access to Public Utilities in Army Street.**

4.1 Waterfront hereby grants and conveys to the City a permanent, non-exclusive easement over the Waterfront Property Easement Area to provide the City with ingress and

egress to the Army Street right-of-way for the purpose of installing, inspecting, maintaining, repairing, or replacing public utilities within the Army Street right-of-way.

4.2 Trillium hereby grants and conveys to the City a permanent, non-exclusive easement over the Trillium Property Easement Area to provide the City with ingress and egress to the Army Street right-of-way for the purpose of installing, inspecting, maintaining, repairing, or replacing public utilities within the Army Street right-of-way.

4.3 Berglund hereby grants and conveys to the City a permanent, non-exclusive easement over the Berglund Property Easement Area to provide the City with ingress and egress to the Army Street right-of-way for the purpose of installing, inspecting, maintaining, repairing, or replacing public utilities within the Army Street right-of-way.

4.4 The easements granted in this Section 4 of the Agreement shall not be construed as public rights-of-way and shall not convey any other right, title or interest to the general public.

5. Grant of Reciprocal Easements Among Grantors.

5.1 Waterfront hereby grants and conveys to Trillium and Berglund a permanent non-exclusive, reciprocal easement for ingress and egress, and utilities, over, under, above, and across the Waterfront Property Easement Area.

5.2 Trillium hereby grants and conveys to Waterfront and Berglund a permanent non-exclusive reciprocal easement for ingress and egress, and utilities, over, under, above, and across the Trillium Property Easement Area.

5.3 Berglund hereby grants and conveys to Waterfront and Trillium a permanent non-exclusive, reciprocal easement for ingress and egress, and utilities, over, under, above, and across the Berglund Property Easement Area.

6. Easement Area. The Waterfront Property Easement Area, Trillium Property Easement Area, and Berglund Property Easement Area may be referred to collectively as the "Easement Area".

7. Noninterference. No Party shall use the Easement Area in a manner that unreasonably interferes with any other Party's right to use the Easement Area for ingress and egress and utilities. The Easement Area shall not be obstructed by parked vehicles or blocked in any way without the express, written consent of each Party.

8. Maintenance. The cost and responsibility for maintenance, repair, and reconstruction of the existing access road located within the Easement Area shall be shared as follows: (a) the owner of the City Property shall pay thirty-three and one-third percent (33 1/3%) of maintenance, repair, and reconstruction costs; (b) the owner of the Waterfront Property shall pay thirty-three and one-third percent (33 1/3%) of maintenance, repair, and reconstruction costs; (c) the owner of the Trillium Property shall pay thirty-three

and one-third percent (33 1/3%) of maintenance, repair, and reconstruction costs; and (d) the owner of the Berglund Property shall pay zero (0) percent of maintenance, repair, and reconstruction costs. Notwithstanding this cost sharing, if any Party concludes that another Party is using the Easement Area more than the others (based upon traffic counts and types of use), then that Party may give written notice to the other Parties, and request a modification of the cost sharing proportion. If the Parties cannot agree upon a modification, then any Party may instigate an action to seek judicial modification. If any Party elects to improve the Easement Area to a condition that is materially better than its existing condition as of the date of this Agreement, such expense shall be borne exclusively by the Party electing to make such improvements. Prior to performing work upon the Easement Area, the Party intending to do the work shall notify the other Parties in writing of the anticipated maintenance work and costs and obtain the other Parties' written consent, provided such consent shall not be unreasonably withheld or delayed.

9. **Damage.** If any of the Parties, their employees, contractors, invitees, or agents cause any damage to the Easement Area in excess of normal wear and tear, such Party shall be responsible for repairing the damage at its/his/her sole cost. To the extent that such repair work includes work necessitated by normal wear and tear, then the Parties shall share in such costs equally in the proportions set out in Section 7 of this Agreement. Repairs shall be made promptly and shall return the Easement Area, as near as reasonably possible, to the condition it was in prior to the damage.

10. **Default.** If any Party fails to maintain or repair the access road located within the Easement Area as required herein, or to pay amounts due and owing following receipt from the another Party of a sixty (60) day written notice of default and opportunity to cure, any other Party may perform the maintenance or repair work and bill the responsible Party. Any amount remaining unpaid beyond thirty (30) days of receipt of such bill shall accrue interest at twelve percent (12%) per year.

11. **Hazardous Substances and Waste.** The Parties, and their successors and assigns, covenant and agree they will not use, store, or dispose of any hazardous substances or waste on the Easement Area and further covenant and agree that they shall strictly comply with any and all governmental laws, regulations, and ordinances regarding the handling, transportation, and storage of hazardous substances and hazardous wastes on the Easement Area.

12. **Running Covenants.** This Agreement is, and in all events shall be, understood to relate to the Waterfront Property, the City Property, the Berglund Property, and the Trillium Property, and shall be deemed to be a covenant running with the land, and shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns; provided that the easements granted to the City in Section 5 of this Agreement to provide the City with ingress and egress to public utilities located within the Army Street right-of-way shall be deemed an easement in gross and shall forever benefit the City notwithstanding the City's future conveyance of the City Property to a third party ("Retained Easement"). The City's Retained Easement shall be subject to all terms of this Agreement, except that in recognition of the limited use that will occur under the Retained

Easement, the City shall have no obligation to contribute towards any maintenance, repair, or replacement of the access road under Section 8 of this Agreement following the City's conveyance of the City Property.

13. **Hold Harmless.** Each party shall release, defend, indemnify, and hold harmless the other Parties and their respective lenders or mortgagees, if any, from all claims, demands, suits, judgements, damages, costs, and expenses, including court costs and reasonable attorneys' fees, arising from any act or omission of such party in connection with this Agreement, including, without limitation, the acts or omissions of such party's contractors, agents, employees, or invitees. To the limited extent of this provision, the Parties waive any exclusivity protection and rights set out under the Industrial Insurance Act, Title 51 Revised Code of Washington.

14. **Governing Law and Venue; Attorney's Fees.** Any dispute arising out of or relating to this Agreement shall be governed by the laws of the state of Washington, and venue shall lie exclusively in the Superior Court for the State of Washington, Whatcom County. In any action commenced for any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its/his/her attorneys' fees from the other party; provided attorney's fees shall not be awarded in any action to modify the cost sharing proportions contained in Section 8 of this Agreement.

15. **Entire Agreement.** This Agreement is a completely integrated document and shall supersede any prior or contemporaneous written or verbal agreements or understandings on the subject. This Agreement may not be modified except by written agreement of the Parties.

16. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be validly given and made to another party if delivered either personally, or by U.S. certified mail, or by an overnight delivery service of recognized standing. If such notice is personally delivered, it shall be deemed given and received at the time of such delivery. If such notice is given by U.S. certified mail, notice shall be deemed to be given three (3) business days after deposit with the U.S. Post Office. If such notice is delivered by overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit with such delivery service. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is given, as follows:

If to WATERFRONT, to:

Waterfront Alley, LLC
Attention: Robert Bray
1220 Central Avenue
Bellingham, WA 98225

If to TRILLIUM, to:

Trillium Corporation
Attention: Jonathan Syre
1329 North State Street, Suite #201
Bellingham, WA 98225

If to BERGLUND, to:

Richard Berglund
1251 Verona St.
Bellingham, WA 98229

If to CITY, to:

City of Bellingham
Attention: Public Works Director
210 Lottie Street
Bellingham, WA 98225

With copy to:

Legal Department
Attention: City Attorney
210 Lottie Street
Bellingham, WA 98225

Any Party may modify their notice address by providing written notice of such change to the other Parties.

17. **Compliance with Laws and Rules.** The Parties shall at all times exercise their rights and obligations hereunder in accordance with the requirements of all applicable statutes, order, rules, and regulations of any public authority having jurisdiction.

18. **Recording.** The City shall record this Agreement with the Whatcom County Auditor.

19. **Use of the Army Street Right of Way.**

19.1 The City and its successors and assigns shall not use or make improvements to the Army Street right-of-way for the specific benefit of the City Property in a manner that unreasonably interferes with Waterfront's or its successor's or assign's use of the Army Street right-of-way for maneuvering of vehicles and equipment, staging and parking.

19.2 Waterfront and its successors and assigns shall not use or make improvements to the Army Street right-of-way, including for maneuvering of vehicles and equipment, staging and parking, in a manner that unreasonably interferes with the City's or its successor's and assign's use of the Army Street right-of-way to provide ingress and egress and utilities to the City Property.

19.3 Nothing in this Agreement shall be construed to limit the City in its management or use of the Army Street right-of-way for public right-of-way purposes allowed by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last authorized signature below.

EXECUTED this 30 day of OCTOBER, 2015, for **WATERFRONT ALLEY, L.L.C.** by:




Robert Bray
Member, Manager

EXECUTED this 3rd day of November, 2015, for the **CITY OF BELLINGHAM** by:

Departmental Approval:



Mayor



Director of Public Works *ZMR*

Attest:



Finance Director

Approved as to Form:



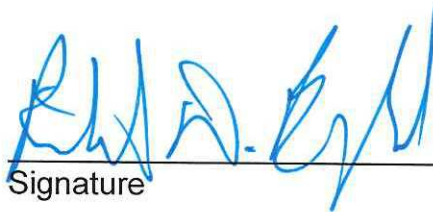
Office of the City Attorney

EXECUTED this 2nd day of November, 2015, for **TRILLIUM CORPORATION** by:



Jonathan Syre
President

EXECUTED this 30 day of OCT, 2015, by RICHARD D. BERGLUND.


Signature

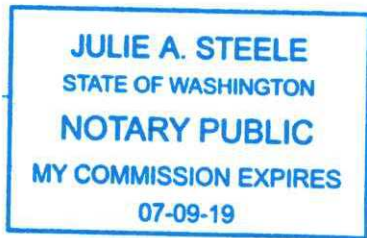
EXECUTED this 30 day of Oct, 2015, by DEBRA A. BERGLUND.


Signature

**ACKNOWLEDGEMENT
(GRANTORS/GRANTEES)**

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I CERTIFY that I know or have satisfactory evidence that **ROBERT BRAY** signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as a **MEMBER/MANAGER** of **WATERFRONT ALLEY, L.L.C.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



10/30/15

DATED

Julie A. Steele

SIGNATURE OF NOTARY PUBLIC

Julie A. Steele

NAME PRINTED

7/9/19

MY APPOINTMENT EXPIRES

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I CERTIFY that I know or have satisfactory evidence that **JONATHAN SYRE** signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as **PRESIDENT** of **TRILLIUM CORPORATION** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Nov. 2, 2015
DATED
Sophi Bl
SIGNATURE OF NOTARY PUBLIC
Sophia Blamey
NAME PRINTED
4/12/2017
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 30th day of October, 2015, before me personally appeared **RICHARD D. BERGLUND**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.



10/30/15
DATED
Tracy Lewis
SIGNATURE OF NOTARY PUBLIC
Tracy Lewis
NAME PRINTED
10/20/18
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 30th day of October, 2015, before me personally appeared **DEBRA A. BERGLUND**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.



10/30/15
DATED _____
Tracy Lewis
SIGNATURE OF NOTARY PUBLIC _____
Tracy Lewis
NAME PRINTED _____
10/20/18
MY APPOINTMENT EXPIRES _____

ACKNOWLEDGEMENT
(CITY)

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I CERTIFY that I know or have satisfactory evidence that **KELLI LINVILLE** signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **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.



Nov. 3, 2015
DATED
Sophia Blamey
SIGNATURE OF NOTARY PUBLIC
Sophia Blamey
NAME PRINTED
04-12-2017
MY APPOINTMENT EXPIRES

EXHIBIT A

Legal Description of the Waterfront Property

Assessor's Tax Parcel Nos. 380330 062207 0000 & 380330 075194 0000

COMMENCING AT A POINT ON THE EAST SIDE OF CENTRAL AVENUE, 125 FEET SOUTH OF THE SOUTHEAST CORNER OF CENTRAL AVENUE AND WEST HOLLY STREET, PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF CENTRAL AVENUE TO THE SOUTH LINE OF BLOCK 165, WHATCOM COUNTY TIDE LAND APPRAISERS' MAP OF NEW WHATCOM TIDE LANDS, STATE OF WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 31, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 165 TO THE CITY ALLEY, THENCE NORTH ALONG THE WEST LINE OF SAID ALLEY TO A POINT WITHIN 125 FEET OF THE WEST HOLLY STREET; THENCE WEST TO THE PLACE OF BEGINNING, COMPRISING ALL OF BLOCK 165, WHATCOM COUNTY TIDE LAND APPRAISERS' MAP OF NEW WHATCOM TIDE LANDS, STATE OF WASHINGTON; TOGETHER WITH THE WESTERLY HALF OF VACATED ALLEY ABUTTING THEREON; ALSO ALL THAT PORTION OF LOT 3, BLOCK 17, PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY W.T., NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 32, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE, LYING SOUTHERLY OF THE NORTHERLY 15 FEET OF SAID LOT 3; ALSO, ALL OF BLOCK 176, TOGETHER WITH THE EASTERLY HALF OF VACATED ALLEY ABUTTING THEREON, WHATCOM COUNTY TIDE LANDS APPRAISERS' MAP OF NEW WHATCOM TIDE LANDS, STATE OF WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 31, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

Legal Description of the Trillium Property

Assessor's Tax Parcel No. 380330 070200 0000

LOT 8, BLOCK 17, PLAT OF CENTRAL WHATCOM, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF WHATCOM COUNTY.

Assessor's Tax Parcel No. 380330 086201 0000

FRACTIONAL LOT 6, BLOCK 17, PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, W.T., NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF WHATCOM COUNTY, WASHINGTON. ALSO, THAT PORTION OF TIDE LAND LOTS OF BLOCKS 177 AND 178, WHATCOM COUNTY TIDE LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, STATE OF WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS PAGE 31, RECORDS OF SAID COUNTY, LYING SOUTHEASTERLY OF THE NORTHWEST LINE EXTENDED SOUTHWESTERLY OF SAID LOT 6, BLOCK 17, PLAT OF CENTRAL WHATCOM.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Assessor's Tax Parcel No. 380330 077202 0000

FRACTIONAL LOT 7, BLOCK 17, PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, W.T., NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF WHATCOM COUNTY, WASHINGTON, ALSO THAT PORTION OF TIDE LAND LOTS OF BLOCKS 177 AND 178, WHATCOM COUNTY TIDE LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, STATE OF WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4, OF PLATS, PAGE 31, LYING NORTHWESTERLY OF THE SOUTHEAST LINE EXTENDED SOUTHWESTERLY OF SAID LOT 7, BLOCK 17, PLAT OF CENTRAL WHATCOM; EXCEPT THAT PORTION OF SAID BLOCK 177, IF ANY, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY OF SAID LOT 7, BLOCK 17, PLAT OF CENTRAL WHATCOM.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT C

Legal Description of the Berglund Property

Assessor's Tax Parcel No. 380330 070209 0000

LOT 2, THE NORTH 15 FEET OF LOT 3 AND ALL OF LOT 9, BLOCK 17, PLAT OF CENTRAL WHATCOM, WHATCOM COUNTY, WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT D

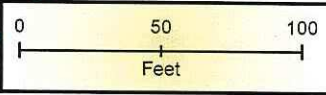
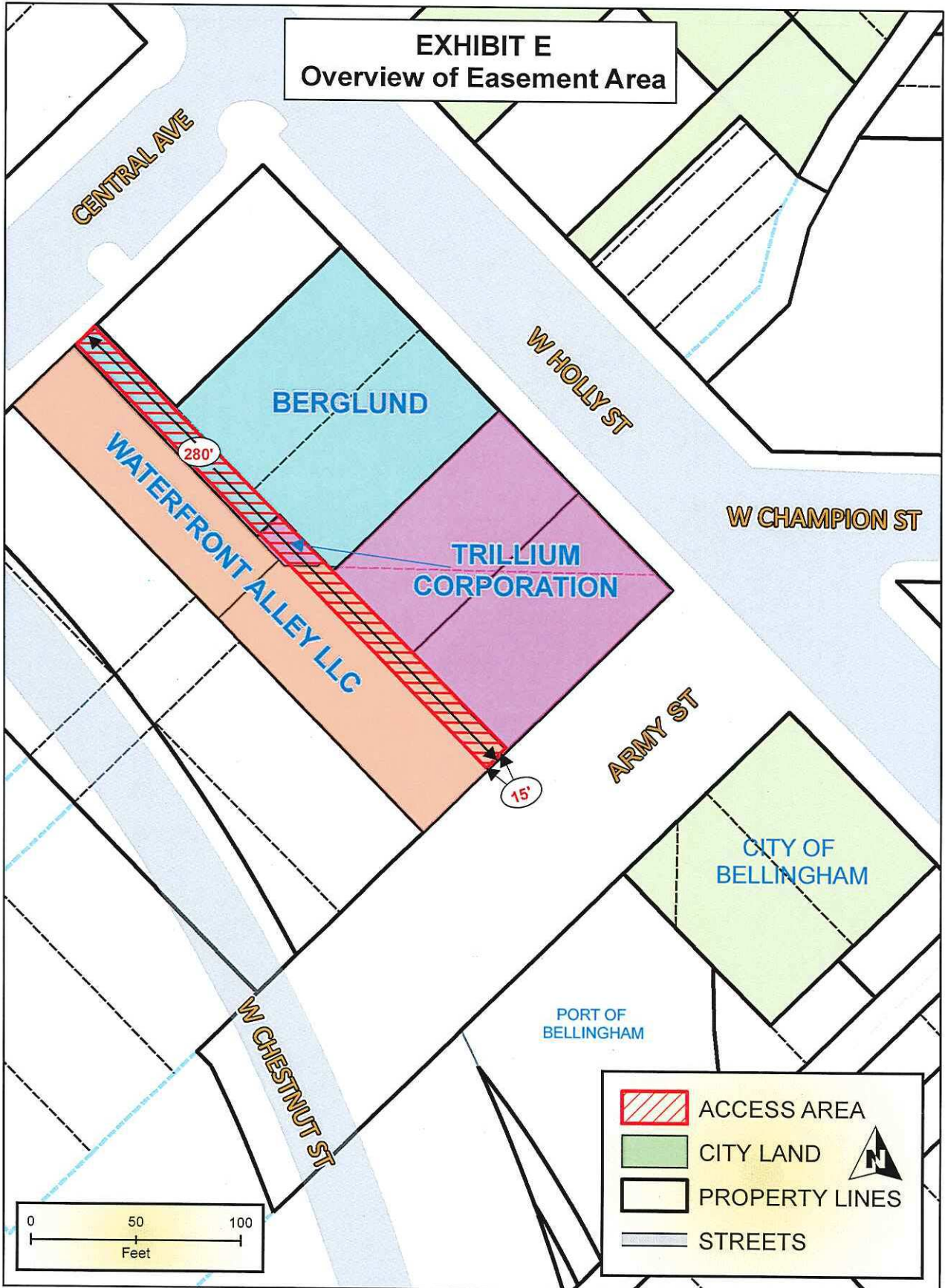
Legal Description of the City Property

Assessor's Tax Parcel No. 380330 093190 0000

THE NORTHWEST 100 FEET OF LOTS 1 AND 2, BLOCK 8, PLAT OF THE TOWN OF NEW WHATCOM, WHATCOM COUNTY, WASHINGTON TERR. 1883, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 24, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND ALL OF TIDELAND LOTS 193 AND 194, WHATCOM COUNTY TIDE LAND APPRAISER'S MAP OF NEW WHATCOM TIDE-LANDS, STATE OF WASHINGTON, NOW A PART OF THE CONSOLIDATED CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 31, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT E
Overview of Easement Area




	ACCESS AREA
	CITY LAND
	PROPERTY LINES
	STREETS



EXHIBIT F

Legal Description of Waterfront Property Easement Area

A tract of land being a portion of Block 176, "Whatcom County Tide Land Appraiser's Map of New Whatcom Tide-Lands, State of Washington," as per the map thereof, recorded in Book 4 of Plats, page 30, in the Auditor's office of Whatcom County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of West Holly Street and Central (Front) Avenue as shown on the "Plat of Central Whatcom, Whatcom County, W.T.," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 32, in the Auditor's office of said county and state.;

thence S.00°45'57"W., 56.58 feet to the intersection of the southwest margin of West Holly Street with the southeast margin of Central Avenue;

thence S.45°45'32"W. along the said southeast margin of Central Avenue, 110.00 feet to the western most corner of Lot 1, Block 17 of said plat of Central Whatcom;

thence S.44°13'38"E. along the southwest margin of Lot 1, Lot 2, Lot 9, and a portion of Lot 7, Block 17 of said plat of Central Whatcom, 165.83 feet to a point on the south line of the Peabody Donation Land Claim, said point being the northeast corner of Block 176, Whatcom Tidelands, said point being the TRUE POINT OF BEGINNING;

thence N.89°12'26"W. along said south line, 21.22 feet to a point bearing S.89°10'26"E., 2.88 feet from a monument marking the corner on the south line of said Peabody Donation Land Claim;

thence S.44°13'38"E along a line parallel with and 15.00 feet distant from the northeast line of Block 176, said plat of Whatcom Tidelands, 129.27 feet to a point on the northwest margin of Army Street per said plat of Whatcom Tidelands;

thence N.45°46'55"E along said northwest margin, 15.00 feet to the southeast corner of said Block 176;

thence N.44°13'38"W. along the northwest margin of said Block 176, 114.26 feet to the TRUE POINT OF BEGINNING

Containing 1,826 square feet, more or less.

Situate in Whatcom County, Washington.

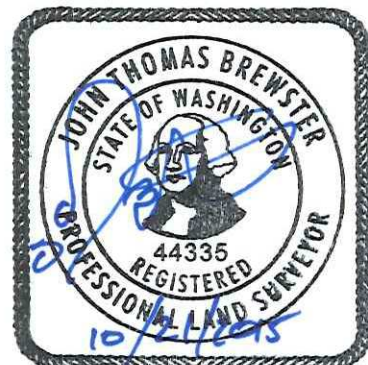
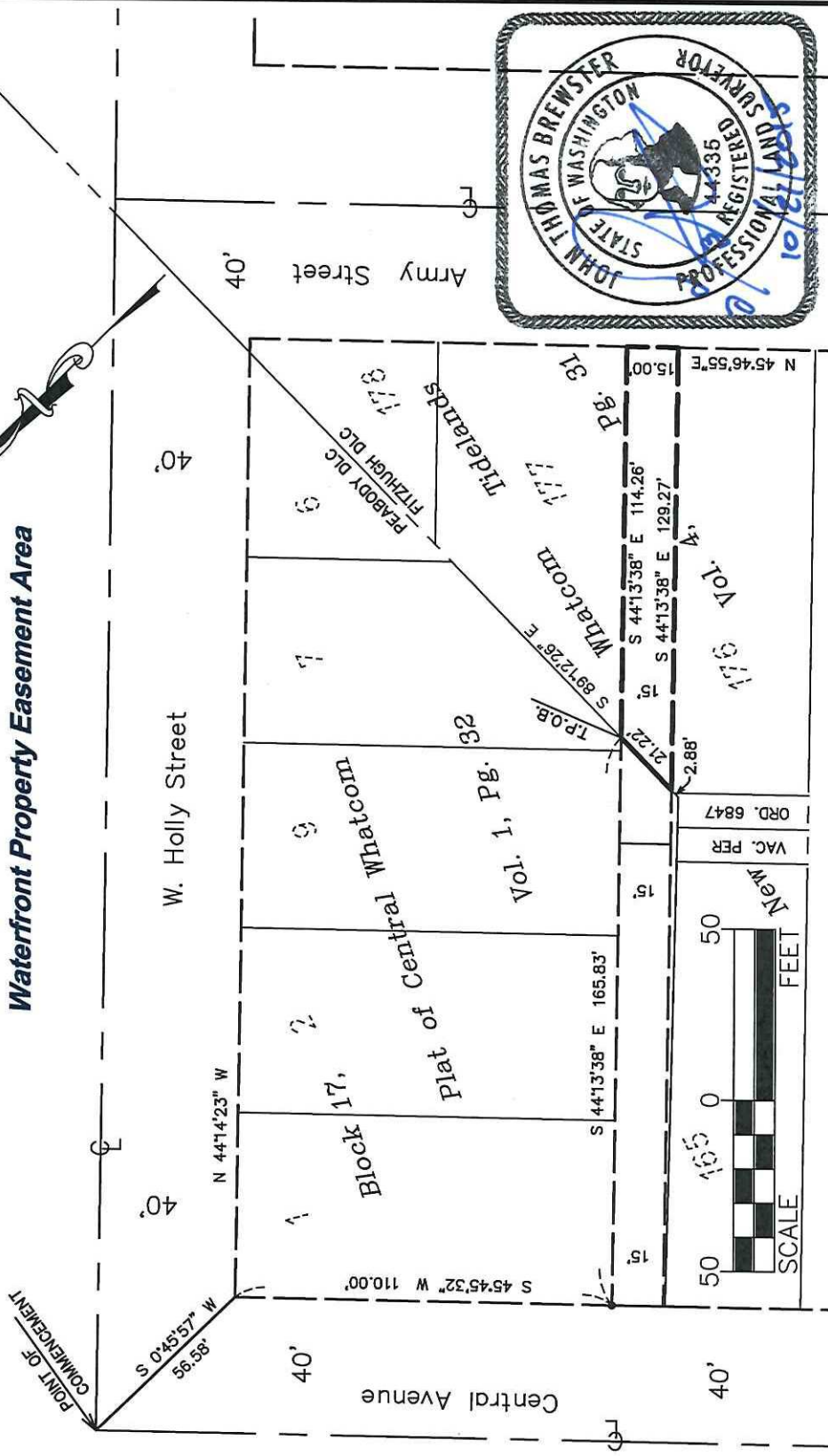

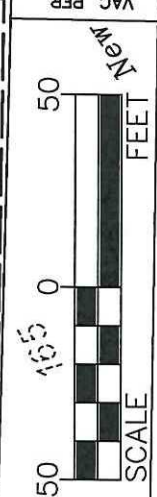


EXHIBIT G

Map of Waterfront Property Easement Area



 Wilson SURVEY / ENGINEERING <small>WILSON ENGINEERING, LLC 805 DUPONT STREET BELLINGHAM, WA 98225 (360) 733-6100 • FAX (360) 647-9081 www.wilsonengineering.com</small>	15' Alley Easement		DATE 10/21/15
	BELLINGHAM Within Sec. 30, Twp. 38 N., Rge. 3 E., W.M.		JOB NO. 15055



VAC. PER
 ORD. 6847

EXHIBIT H

Legal Description of Trillium Property Easement Area

A tract of land being a portion of Lot 8, Block 17 of the "Plat of Central Whatcom, Whatcom County, W.T.," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 32, in the Auditor's office of said county and state, being more particularly described as follows:

COMMENCING at the centerline intersection of West Holly Street and Central (Front) Avenue as shown on said plat of Central Whatcom;

thence S.00°45'57"W., 56.58 feet to the intersection of the southwest margin of West Holly Street with the southeast margin of Central Avenue;

thence S.45°45'32"W. along the said southeast margin of Central Avenue, 110.00 feet to the western most corner of Lot 1, Block 17 of said plat of Central Whatcom;

thence S.44°13'38"E. along the southwest margin of Lot 1, Lot 2 and a portion of Lot 9, Block 17 of said plat of Central Whatcom to the northeast corner of Lot 8, said Block 17, also known as the southeast corner of Lot 3, said Block 17, 135.00 feet to the TRUE POINT OF BEGINNING;

thence continuing S.44°13'38"E. along said southwest margin, 30.83 feet to a point on the south line of the Peabody Donation Land Claim, said point being the northeast corner of Block 176 of the Plat of Whatcom Tidelands;

thence N.89°12'26"W. along said south line, 21.22 feet to a point bearing S.89°12'26"E., 2.88 feet from a monument marking the corner on the south line of said Peabody Donation Land Claim;

thence N.44°13'38"W., 15.81 feet to a point on the southeast margin of Lot 3, Block 17 of said plat of Central Whatcom, said point bears S.45°45'32"W. of the TRUE POINT OF BEGINNING;

thence N.45°45'32"E. along said southeast margin, 15.00 feet to the TRUE POINT OF BEGINNING.

Containing 350 square feet, more or less.

Situate in Whatcom County, Washington.

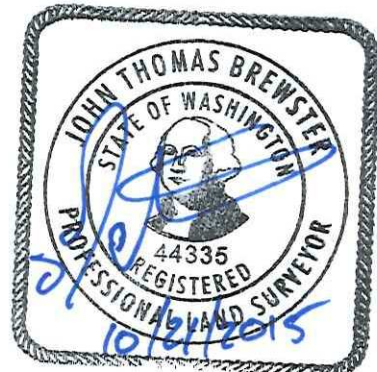
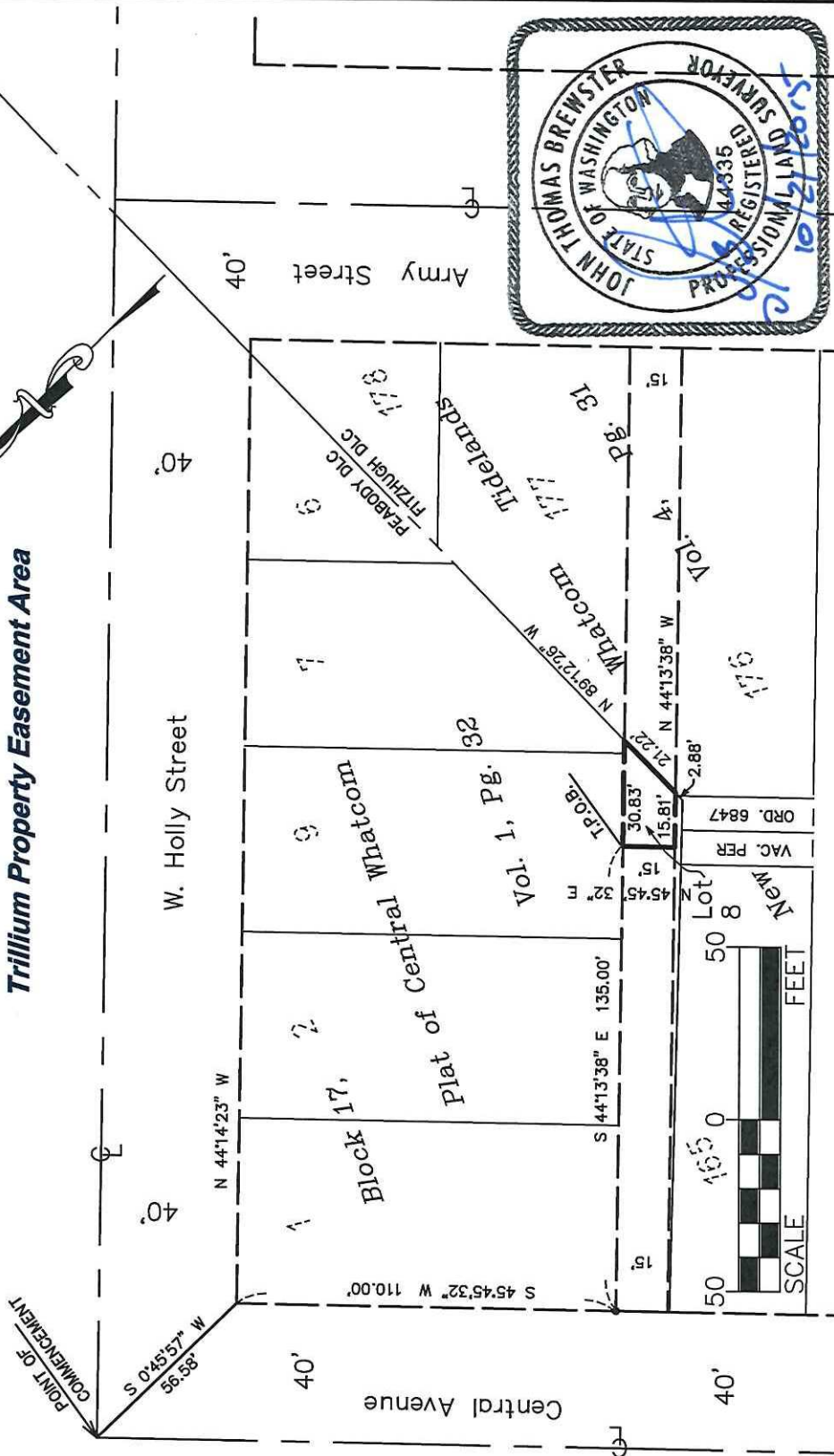


EXHIBIT I

Map of Trillium Property Easement Area



<p>Wilson SURVEY / ENGINEERING</p> <p>WILSON ENGINEERING, LLC 805 DUPONT STREET BELLINGHAM, WA 98225 (360) 733-6100 • FAX (360) 647-9061 www.wilsonengineering.com</p>	<p>15' Alley Easement</p> <p>BELLINGHAM WASHINGTON</p> <p>Within Sec. 30, Twp. 38 N., Rge. 3 E., W.M.</p>	<p>DATE 10/21/15</p> <p>JOB NO. 15055</p>
	<p>SCALE</p> <p>0 50 100 FEET</p>	

EXHIBIT J

Legal Description of Berglund Property Easement Area

A tract of land being a portion of Lot 3, Block 17 of the "Plat of Central Whatcom, Whatcom County, W.T.," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 32, in the Auditor's office of said county and state, being more particularly described as follows:

COMMENCING at the centerline intersection of West Holly Street and Central (Front) Avenue as shown on said plat of Central Whatcom;

thence S.00°45'57"W., 56.58 feet to the intersection of the southwest margin of West Holly Street with the southeast margin of Central Avenue;

thence S.45°45'32"W. along the said southeast margin of Central Avenue, 110.00 feet to the western most corner of Lot 1, Block 17 of said plat of Central Whatcom being the TRUE POINT OF BEGINNING;

thence S.44°13'38"E. along the southwest margin of Lot 1, Lot 2, and a portion of Lot 9, Block 17 of said plat of Central Whatcom, 135.00 feet to the southeast corner of Lot 3, Block 17, said plat of Central Whatcom, also known as the northeast corner of Lot 8, said Block 17;

thence S.45°45'32"W. along the southeast line of said Lot 3, 15.00 feet;

thence N.44°13'38"W., 135.00 feet to the southeast margin of said Central Avenue;

thence N.45°45'32"E. along said southeast margin, 15.00 feet to the TRUE POINT OF BEGINNING.

Containing 2,025 square feet, more or less.

Situate in Whatcom County, Washington.

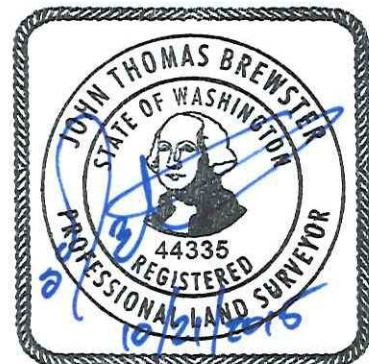
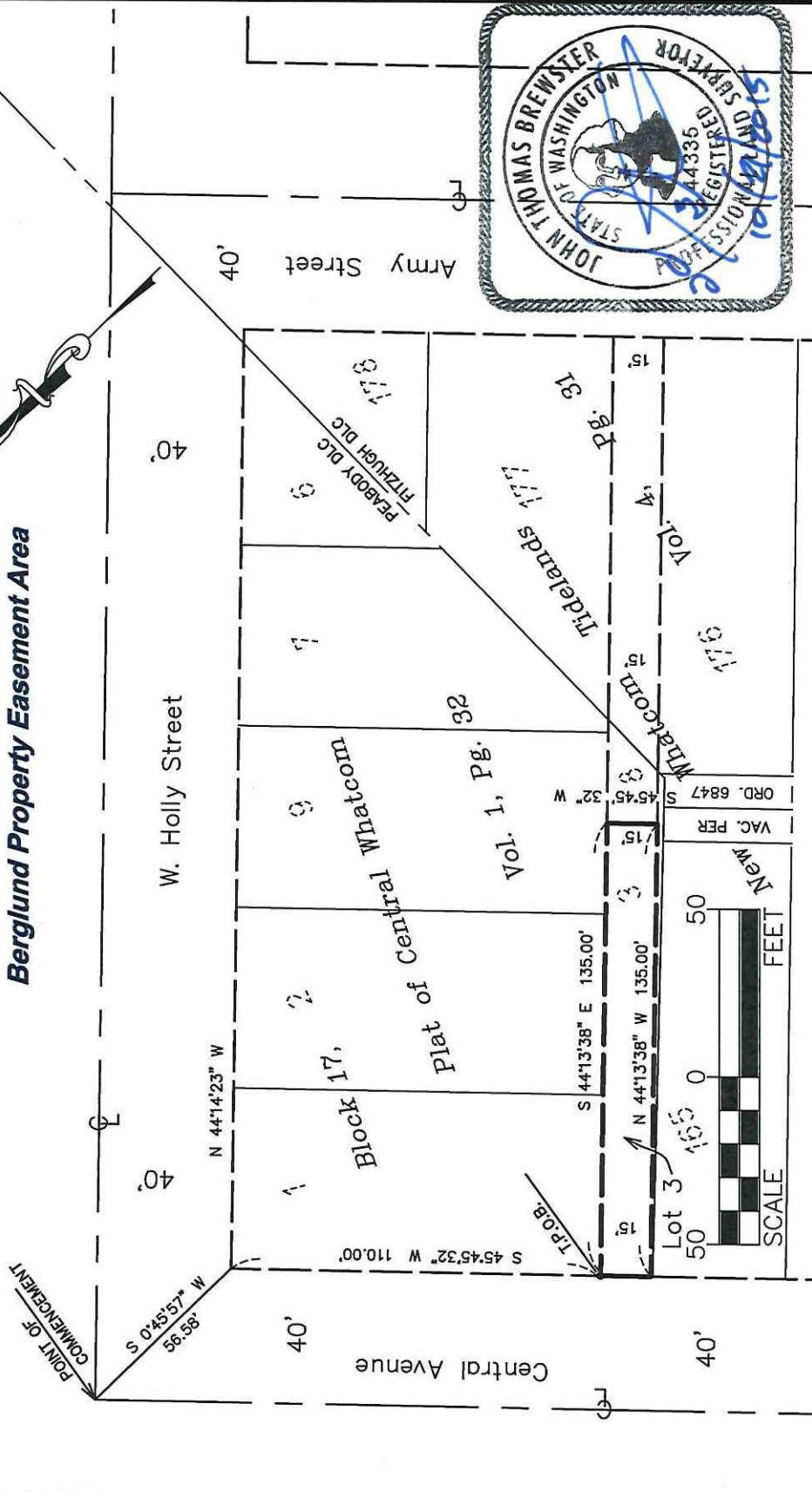
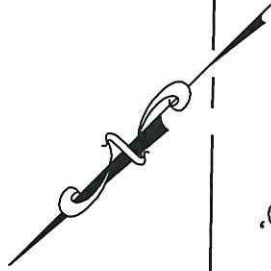


EXHIBIT K

Map of Berglund Property Easement Area



<p>WILSON ENGINEERING, LLC 805 DUPONT STREET BELLINGHAM, WA 98225 (360) 733-6100 • FAX (360) 647-9061 www.wilsonengineering.com</p>	<p>Wilson SURVEY / ENGINEERING</p>
<p>15' Alley Easement BELLINGHAM Within Sec. 30, Twp. 38 N., Rge. 3 E., W.M.</p>	<p>DATE 10/21/15 JOB NO. 15055</p>

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.

SELLER GRANTOR	1 Name <u>SEE EXHIBIT A: Waterfront Alley LLC; City of Bellingham;</u> <u>Trillium Corporation; Richard D. and Debra A. Berglund</u>	BUYER GRANTEE	2 Name <u>SEE EXHIBIT A: Waterfront Alley LLC; City of Bellingham;</u> <u>Trillium Corporation; Richard D. and Debra A. Berglund</u>
	Mailing Address <u>see attached 210 Lottie St</u>		Mailing Address <u>see attached 210 Lottie St</u>
	City/State/Zip <u>Bellingham WA 98225</u>		City/State/Zip <u>Bellingham WA 98225</u>
	Phone No. (including area code) <u>360.778.7900</u>		Phone No. (including area code) <u>360.778.7900</u>
3 Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name <u>no change</u>		SEE EXHIBIT C: Waterfront PARCEL A <input type="checkbox"/> \$367,955.00	
Mailing Address _____		Trillium PARCEL B <input type="checkbox"/> \$487,200.00	
City/State/Zip _____		<input checked="" type="checkbox"/> Berglund PARCEL C <input type="checkbox"/> \$457,500.00	
Phone No. (including area code) _____		City of Bellingham PARCEL D <input type="checkbox"/> \$330,000.00	

4 Street address of property: see attached: 401 W Holly St.; 1220 Central Ave.; 427 W. Holly St.
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 B

5 Select Land Use Code(s):
91 - Undeveloped land (land only)
enter any additional codes: 91, 51, 59
(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? 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.
NA

If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) _____
Reason for exemption _____

Type of Document EASEMENT AGREEMENT
Date of Document November 3, 2015

Gross Selling Price \$	\$117,387.00
*Personal Property (deduct) \$	0
Exemption Claimed (deduct) \$	0
Taxable Selling Price \$	<u>117387</u> 0.00
Excise Tax : State \$	<u>1502.55</u> 0.00
<u>0.0050</u> Local \$	<u>586.94</u> 0.00
*Delinquent Interest: State \$	0
Local \$	0
*Delinquent Penalty \$	0
Subtotal \$	<u>2089.49</u> 0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	<u>5.00</u>
Total Due \$	<u>2094.49</u> 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 Lance Rexroat
Name (print) Lance Rexroat
Date & city of signing: November 3, 2015 Bellingham, WA

Signature of Grantee or Grantee's Agent Lance Rexroat
Name (print) Lance Rexroat
Date & city of signing: November 3, 2015 Bellingham, WA

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)).

Whatcom County Auditor
 311 Grand Ave, Suite 103
 Bellingham, WA 98225
 360-778-5100

Receipt #: 2775 Receipt Date: 11/09/2015 04:14 PM
 Station: 2 Cashier: PM
 Receipt Name: CITY OF BELLINGHAM
 Account Name: 1003 - CITY OF BELLINGHAM

Comments:

RECORDING

Document #	Recording Date	Doc Type	Base Fee	NonStd	Other	Total
2015-1100934	11/09/2015 04:14:15 PM	I-SUBA	101.00			\$101.00
2015-1100935	11/09/2015 04:14:15 PM	I-LEASE	96.00			\$96.00
Totals:			\$197.00	\$0.00	\$0.00	\$197.00

Date: 11/9/2015
 Receipt Date: 11/9/2015
 Time: 4:04 PM

Steven N. O'river
 Whatcom County Treasurer
 311 Grand Ave, Suite 104
 Bellingham, WA 98225
 360.778.5160

Receipt #: 2263528
 Received From: CITY OF BELLINGHAM
 Payment Code: Full Payment

NON-PROPERTY ITEMS
 Excise: 197616

Base: 0.00
 P&I: 0.00
 Over: 2,094.49
 Total: 2,094.49
 Check 2,094.49

TENDERS

Thank You
 Retain this receipt for your records

Receipt Total **\$197.00**
 DEBIT ACCOUNT 1003 - CITY OF BELLINGHAM \$197.00
 Debit Account Balance **\$627.00**

WAC-420 Sub 3a19a101

RECORDER 994EZ 1/2 U.S. PATENTS 559290, 557550, 564193, 579553, 598464 & 603000

Inv #	Desc.	Inv Amount	Discount Amt	Check No.	Net Amt
ARMY EASEMENT 2015	663 ARMY STREET EASEMENT	\$ 57,280.23	\$ 0.00	510720	\$ 57,280.23

Received by: *Richard D. Berglund*
 (signature)
 Printed name: Debra Berglund Richard D. BERGLUND
 Date: 11-6-15 11-6-15

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



City of Bellingham
 210 Lottie Street
 Bellingham WA 98225
 Phone (360) 778-8030

US Bank
 121 W. Holly St. PO Box 2099
 Bellingham WA 98225
 US Bank of Washington, National Association
 1-800-US BANKS

11/6/2015

510720

Claims Account

19-10
1250

*\$57280.23

*Fifty Seven Thousand Two Hundred Eighty Dollars And 23 Cents

Pay To The Order Of
 RICHARD OR DEBRA BERGLUND

Kelli Lind
Brian Howland

510720 125000105 153505322450

REORDER 954EZ 1/2 U.S. PATENTS 5538200, 5575508, 5641183, 5785353, 594364 & 6030000

Inv #	Desc.	Inv Amount	Discount Amt	Check No.	Net Amt
ARMY EASEMENT 2015	663 ARMY STREET EASEMENT	\$ 48,422.76	\$ 0.00	510718	48,422.76

Received by: *Robert C. Bray*
 (signature)
 Printed name: ROBERT C. BRAY
 Date: 11/6/15

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



City of Bellingham
 210 Lottie Street
 Bellingham WA 98225
 Phone (360) 778-8030

US Bank
 121 W. Holly St. PO Box 2099
 Bellingham WA 98225
 US Bank of Washington, National Association
 1-800-US BANKS

11/6/2015

510718

Claims Account

19-10
1250

*\$48422.76

*Forty Eight Thousand Four Hundred Twenty Two Dollars And 76 Cents

Pay
 To The
 Order Of

WATERFRONT ALLEY LLC

Kelli Lind
Brian Hancock

⑈ 510718⑈ ⑆ 125000105⑆ 153505322450⑈

REORDER 954EZ, 1/2 U.S. PATENTS 5539290, 5575509, 5641183, 5785353, 5984384 & 6030000

Inv #	Desc.	Inv Amount	Discount Amt	Check No.	Net Amt
ARMY EASEMENT 2015	663 ARMY STREET EASEMENT	\$ 9,589.52	\$ 0.00	510715	\$ 9,589.52

Received by: *Jonathan Syre*
 (signature)
 Printed name: Jonathan Syre
 Date: 11/9/15

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



City of Bellingham
 210 Lottie Street
 Bellingham WA 98225
 Phone (360) 778-8030

US Bank
 121 W. Holly St. PO Box 2099
 Bellingham WA 98225
 US Bank of Washington, National Association
 1-800-US BANKS

11/6/2015

510715

Claims Account

*\$9589.52

*Nine Thousand Five Hundred Eighty Nine Dollars And 52 Cents

Pay To The Order Of

TRILLIUM CORPORATION

Kelli Lind
Brian Hovland

⑈ 510715⑈ ⑆ 125000105⑆ 153505322450⑈