

**WHATCOM COUNTY
PROSECUTING ATTORNEY**

Whatcom County Courthouse
311 Grand Avenue, Suite 201
Bellingham, Washington 98225-4079

RETURN SERVICE REQUESTED

Department of Ecology
Northwest Regional Office c/o Dhroov Shivjani
PO Box 330316
Shoreline, WA 98133

RECEIVED
Date
FEB 24 2022
Dept. of Ecology
NWRO



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RETURN DOCUMENT TO:

Whatcom County Prosecutor's Office
311 Grand Ave., Ste. 201
Bellingham, WA 98225

Use dark black ink and print legibly: Documents not legible will be rejected per RCW 65.04.047

DOCUMENT TITLE(S):

Environmental Covenant

AUDITOR FILE NUMBER & VOL. & PG. NUMBER OF DOCUMENT(S)

Additional reference numbers can be found on page ____ of document.

GRANTORS):

County of Whatcom, a political subdivision of the State of Washington

Additional grantor(s) can be found on page ____ of document.

GRANTEE(S):

State of Washington, Department of Ecology

Additional grantee(s) numbers can be found on page ____ of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name).

PTN of Tract of Land in Eldridge Donation Claim, SEC 23, TWN 38N, R2E of W.M.

Additional Legal Description contained in Exhibit B

Tax Parcel Nos: 380223 473219 0000

Cross Reference: Consent Decree #152024091 entered in Whatcom County Superior Court on December 30, 2015

ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:

Additional numbers can be found on page ____.

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

After Recording Return
Original Signed Covenant to:
Dhroov M. Shivjani
Toxics Cleanup Program
Department of Ecology
15700 Dayton Ave. N
Shoreline, WA 98133

original

Environmental Covenant

Grantor: County of Whatcom, a political subdivision of the State of Washington (hereafter "Grantor")

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: PTN of Tract of Land in Eldridge Donation Claim, SEC 23, TWN 38N, R2E of W.M.

Additional Legal Description contained in Exhibit B

Tax Parcel Nos.: 380223 473219

Cross Reference: Consent Decree #152024091 entered in Whatcom County Superior Court on December 30, 2015.

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is a site commonly known as the Eldridge Municipal Landfill Site, Ecology Facility ID #16195. The Property is legally described in Exhibit A (hereafter "Property"). "Area 1," "Area 2B," "Area 3," and "Area 4A," collectively "the Restricted Property," that are legally described in Exhibit B and depicted in the diagrams making up Exhibit C, are areas located within the Property to which portions of this Covenant specifically apply. If there are differences between these three Exhibits, the legal description in Exhibit B shall prevail. Exhibits A – C are attached to this Covenant.
- c. The Property is part of a site that is the subject of a remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property: copper, lead, mercury and zinc.

Medium	Principal Contaminants Present
Soil	Copper, lead, zinc and mercury
Groundwater	Arsenic and iron

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are

available through Ecology. This includes, but is not limited to, the following documents: the Interim Action Cleanup Report (12/15/2011) and the final RI/FS Report and Addendum - Basis for Selection of Preferred Alternative (12/2015).

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Whatcom County, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

f. **Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public

notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Restricted Property.

a. Exposure of Contaminated Soil - Containment of Soil/Waste Materials.

Any activity on the Restricted Property that will compromise the clean cover soils or that will expose contaminated soil, including: drilling; digging; grading; excavation; and installation of underground utilities, or that would create a new exposure pathway involving that contamination, are prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the clean cover soils or exposure of contaminated soil. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

b. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the soil on the Restricted Property, no stormwater infiltration facilities or ponds shall be constructed on the Restricted Property. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

c. Groundwater Use.

The groundwater beneath the Restricted Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

d. Land Use – Park. The remedial action for the Restricted Property is based on a cleanup designed for a public park. Prohibited uses on the Restricted Property include: residential uses, childcare facilities, K-12 public or private schools, grazing of animals, and growing of food crops.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest in the Restricted Property, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ (date) AND RECORDED WITH THE WHATCOM COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Whatcom County Executive Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225 (360)676-6717 SSidhu@cp.whatcom.wa.us AHaines@co.whatcom.wa.us	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Restricted Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

- i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
- ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in Chapter 64.70 RCW and Chapter 70A.305 RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70A.305 RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA, chapter 70A.305 RCW and UECA, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 24th day of January, 2022.

COUNTY OF WHATCOM



Satpal Sidhu, County Executive

Dated: 1/24/22

Approved as to form:



Prosecuting Attorney

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Robert W. Warren
Northwest Regional Section
Toxics Cleanup Program

Dated: 2/16/2022

GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 24th day of January, 2022, I certify that Satpal Sidhu personally appeared before me, acknowledged that he is the Executive of Whatcom County who executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for Whatcom County.



Suzanne M. Mildner
Notary Public in and for the State of Washington

Residing at Bellingham

My appointment expires 12-31-22

Exhibit A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT A- PROPERTY
PER AF No. 1208788

PARCEL A:

A TRACT OF LAND IN THE ELDRIDGE DONATION CLAIM IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: THE NORTHERLY BOUNDARY OF SAID TRACT BEING THE SOUTH LINE OF THE TRACT CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED RECORDED MARCH 1, 1955, UNDER AUDITOR'S FILE NO. 790674; THE EASTERLY BOUNDARY OF SAID TRACT BEING THE WESTERLY LINE OF THE TRACT CONVEYED TO ANTONIO TISCORNIA, LAWRENCE TISCORNIA AND FRANK TISCORNIA BY DEED RECORDED OCTOBER 11, 1943, UNDER AUDITOR'S FILE NO. 582571, (SAID TRACT NOW BEING OWNED BY BELLINGHAM SCHOOL DISTRICT NO. 501); THE SOUTHERLY BOUNDARY OF SAID TRACT BEING THE NORTHERLY MARGIN OF LINDBERGH AVENUE AND MARINE DRIVE OR MARIETTA ROAD; THE WESTERLY MARGIN OF SAID TRACT BEING THE SOUTHEASTERLY LINE OF THE OLYMPIC PORTLAND CEMENT COMPANY RIGHT-OF-WAY; **EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:**

BEGINNING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF THE MARIETTA ROAD, AS NOW ESTABLISHED, WITH THE SOUTHEASTERLY MARGIN OF THE OLYMPIC PORTLAND CEMENT COMPANY RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY MARGIN OF THE OLYMPIC PORTLAND CEMENT COMPANY RIGHT-OF-WAY, A DISTANCE OF 75 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50 FEET; THENCE SOUTHWESTERLY, PARALLEL TO AND 50 FEET DISTANT FROM THE SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY, TO THE NORTHERLY MARGIN OF THE MARIETTA ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID ROAD MARGIN TO THE **POINT OF BEGINNING.**

PARCEL B:

ALSO A TRACT OF LAND IN THE ELDRIDGE DONATION CLAIM IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH, BY THE SOUTHERLY MARGIN OF THE MARIETTA ROAD OR MARINE DRIVE AS NOW LAID OUT AND ESTABLISHED; ON THE EAST BY THE PRESENT LINE OF THE BELLINGHAM CITY LIMITS; ON THE SOUTH, BY THE NORTHERLY MARGIN OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY; ON THE WEST BY THE EASTERLY MARGIN OF THE RIGHT-OF-WAY CONVEYED TO THE PORT OF BELLINGHAM, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A RIGHT-OF-WAY FORTY FEET WIDE, THE CENTER LINE OF THE RIGHT-OF-WAY BEGINNING AT THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE MARIETTA ROAD UNDER THE LITTLE SQUALICUM CREEK BRIDGE AT A POINT 17.1 FEET SOUTHEASTERLY OF THE LINE OF THE FACE OF THE SOUTHEASTERLY BRIDGE COLUMNS; THENCE SOUTH 38°56' WEST 206.5 FEET TO A POINT OF INTERSECTION; THENCE SOUTH 20° 39' WEST 165.2 FEET TO A POINT OF INTERSECTION; THENCE SOUTH 29° 30' WEST 132.6 FEET ON A TANGENT PERPENDICULAR TO THE CENTER LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY AND ENDING AT THE NORTHEASTERLY LINE OF SAID GREAT NORTHERN RAILROAD RIGHT-OF-WAY, THE ABOVE DESCRIBED ROAD RIGHT-OF-WAY BEING 20 FEET WIDE ON EACH SIDE OF THE DESCRIBED CENTER LINE.

ALSO THE FOLLOWING TRACT OF LAND:

PARCEL C:

A TRACT OF LAND IN THE WEST HALF OF THE ELDRIDGE DONATION CLAIM IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET NORTH AND 15 FEET WEST OF THE CONCRETE MONUMENT MARKING THE POINT OF INTERSECTION OF THE CENTER LINE OF MARYLAND STREET WITH THE WEST LINE OF NOME AVENUE, AS SHOWN ON THE "PLAT OF ELDRIDGE'S SECOND ADDITION TO THE CITY OF BELLINGHAM, WASHINGTON," AS PER THE MAP THEREOF, RECORDED IN BOOK 5 OF PLATS, PAGE 42, IN THE AUDITOR'S OFFICE OF WHATCOM COUNTY, WASHINGTON, THE SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF THE TRACT OF LAND RECORDED UNDER AUDITOR'S FILE NO. 796254 IN VOLUME 407 OF DEEDS, PAGE 28, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; THENCE WEST ALONG THE NORTH LINE OF THE SAID TRACT RECORDED IN VOLUME 407 OF DEEDS, PAGE 28, A DISTANCE OF 462.5 FEET TO A CONCRETE MONUMENT; THENCE NORTH 65°55' WEST ALONG THE NORTHERLY LINE OF THE SAID TRACT RECORDED IN VOLUME 407 OF DEEDS, PAGE 28, A DISTANCE OF 268.13 FEET TO A CONCRETE MONUMENT AND TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°59' WEST ALONG THE NORTHERLY LINE OF THE TRACT RECORDED IN VOLUME 407 OF DEEDS PAGE 28, A DISTANCE OF 342.6 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 20°50' WEST ALONG THE WESTERLY LINE OF THE TRACT RECORDED IN VOLUME 407 OF DEEDS, PAGE 28, A DISTANCE OF 329.42 FEET; THENCE SOUTH 57°34' EAST 290.04 FEET; THENCE NORTH 41°38' EAST 320.96 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THE TRACT RECORDED IN VOLUME 407 OF DEEDS, PAGE 28; THENCE NORTH 65°55' WEST ALONG THE SAID NORTHERLY LINE 66.04 FEET TO THE **TRUE POINT OF BEGINNING**, LESS ROADS; SITUATE IN WHATCOM COUNTY, WASHINGTON.

SUBJECT TO ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD AFFECTING SAID PROPERTY.

EXHIBIT B

Legal Description of Restricted Property for Environmental Covenant

EXHIBIT B

RESTRICTED PROPERTY

AREA 1—ELDRIDGE LANDFILL ENVIRONMENTAL COVENANT LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M.; SAID TRACT BEING A PORTION OF PARCEL "C" OF THAT CONSOLIDATED "COUNTY PARKS" PROPERTY CONVEYED ACCORDING TO THAT STATUTORY WARRANTY DEED ON RECORDED IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER FILE NUMBER 1208788, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WEST ILLINOIS STREET WITH THE NORTH PROJECTION OF THE WEST MARGIN OF NOME AVENUE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 355, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE NORTH 88° 32' 06" WEST, ALONG THE AFOREMENTIONED WEST ILLINOIS STREET CENTERLINE, 1180.41 FEET, TO A MONUMENT MARKING A POINT AT THE INTERSECTION OF SAME WITH THE NORTHEAST BOUNDARY OF PARCEL "A" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 6132, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE SOUTH 53° 33' 15" EAST, ALONG THE AFOREMENTIONED NORTHEAST PARCEL "A" BOUNDARY, 52.09 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF WEST ILLINOIS STREET, SAID POINT ALSO BEING THE WEST-MOST CORNER OF THAT PARCEL OF LAND CONVEYED UNDER AUDITOR'S FILE NO. 901001187, NOW A PORTION OF THE BELLINGHAM TECHNICAL COLLEGE (BTC) CAMPUS;

THENCE CONTINUING SOUTH 53° 33' 15" EAST, ALONG THE BOUNDARY LINE COMMON TO SAID PARCEL "A" AND PROXIMATE BTC CAMPUS, 165.12 FEET TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO PARCEL "A" AND PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID POINT BEING THE NORTH-MOST CORNER OF SAID PARCEL "C";

THENCE SOUTH 22° 16' 04" WEST, ALONG SAID COMMON BOUNDARY, 173.89 FEET, TO A POINT WHICH BEARS NORTH 22° 16' 04" EAST, 155.50 FEET, FROM THE WEST-MOST CORNER OF SAID PARCEL "C";

THENCE SOUTH 67° 43' 56" EAST, 12.27 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED TRACT;

THENCE NORTH 06° 04' 09" EAST, 1.50 FEET;

THENCE SOUTH 82° 03' 11" EAST, 29.24 FEET;

THENCE SOUTH 68° 10' 40" EAST, 75.04 FEET;

THENCE SOUTH 39° 07' 47" EAST, 13.61 FEET;

THENCE SOUTH 29° 15' 45" EAST, 14.08 FEET, TO A POINT WHICH BEARS SOUTH 71° 25' 28" WEST, 997.36 FEET, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL POINT NO.355;

THENCE SOUTH 29° 40' 32" WEST, 7.73 FEET;

THENCE SOUTH 58° 25' 07" WEST, 21.09 FEET;

THENCE SOUTH 14° 45' 39" WEST, 23.97 FEET;

THENCE NORTH 43° 57' 31" WEST, 8.66 FEET;

THENCE NORTH 07° 12' 10" EAST, 11.74 FEET;

THENCE NORTH 16° 45' 49" WEST, 14.11 FEET;

THENCE SOUTH 75° 55' 28" WEST, 18.10 FEET;

THENCE NORTH 67° 26' 11" WEST, 13.39 FEET;

THENCE NORTH 55° 49' 28" WEST, 15.06 FEET;

THENCE NORTH 02° 20' 55" WEST, 14.71 FEET;

THENCE NORTH 25° 05' 30" WEST, 8.21 FEET;

THENCE NORTH 73° 17' 12" WEST, 10.26 FEET;

THENCE NORTH 21° 32' 54" WEST, 23.04 FEET;

THENCE NORTH 61° 15' 14" WEST, 14.81 FEET, TO THE **TRUE POINT OF BEGINNING AND TERMINUS** OF THIS DESCRIBED TRACT.

CONTAINS 4,119 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

RESTRICTED PROPERTY

AREA 2B—ELDRIDGE LANDFILL ENVIRONMENTAL COVENANT LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M; SAID TRACT BEING A PORTION OF PARCEL "C" OF THAT CONSOLIDATED PROPERTY CONVEYED ACCORDING TO THAT STATUTORY WARRANTY DEED ON RECORDED IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER FILE NUMBER 1208788, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WEST ILLINOIS STREET WITH THE NORTH PROJECTION OF THE WEST MARGIN OF NOME AVENUE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 355, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE NORTH 88° 32' 06" WEST, ALONG THE AFOREMENTIONED WEST ILLINOIS STREET CENTERLINE, 1180.41 FEET, TO A MONUMENT MARKING A POINT AT THE INTERSECTION OF SAME WITH THE NORTHEAST BOUNDARY OF PARCEL "A" OF THE AFOREMENTIONED CONSOLIDATED PROPERTY CONVEYED UNDER AUDITOR'S FILE No. 1208788, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 6132, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE SOUTH 53° 33' 15" EAST, ALONG THE AFOREMENTIONED NORTHEAST PARCEL BOUNDARY, 52.09 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF WEST ILLINOIS STREET, SAID POINT ALSO BEING THE WEST-MOST CORNER OF THAT PARCEL OF LAND CONVEYED UNDER AUDITOR'S FILE No. 901001187, NOW A PORTION OF THE BELLINGHAM TECHNICAL COLLEGE (BTC) CAMPUS;

THENCE CONTINUING SOUTH 53° 33' 15" EAST, ALONG THE BOUNDARY LINE COMMON TO SAID PARCEL "A" AND BTC CAMPUS, 165.12 FEET TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO PARCEL "A" AND PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED PROPERTY CONVEYED UNDER AUDITOR'S FILE No. 1208788, SAID POINT BEING THE NORTH-MOST CORNER OF SAID PARCEL "C";

THENCE SOUTH 22° 16' 04" WEST, ALONG SAID COMMON BOUNDARY, 269.40 FEET, TO A POINT WHICH BEARS NORTH 22° 16' 04" EAST, 59.99 FEET, FROM THE WEST-MOST CORNER OF SAID PARCEL "C", SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED TRACT;

THENCE SOUTH 29° 06' 30" EAST, 11.40 FEET;

THENCE SOUTH 56° 17' 01" EAST, 11.87 FEET;

THENCE NORTH 52° 31' 22" EAST, 7.11 FEET;

THENCE NORTH 74° 32' 40" EAST, 8.94 FEET;

THENCE SOUTH 58° 24' 17" EAST, 28.56 FEET;

THENCE SOUTH 64° 46' 46" EAST, 12.85 FEET;

THENCE NORTH 64° 03' 34" EAST, 3.96 FEET;

THENCE NORTH 28° 40' 29" EAST, 10.23 FEET;

THENCE NORTH 62° 52' 57" EAST, 5.87 FEET;

THENCE SOUTH 79° 14' 35" EAST, 7.45 FEET;

THENCE SOUTH 41° 33' 28" EAST, 22.10 FEET;

THENCE SOUTH 46° 43' 10" WEST, 5.28 FEET;

THENCE NORTH 41° 50' 10" WEST, 14.69 FEET;

THENCE SOUTH 73° 21' 14" WEST, 7.18 FEET;

THENCE SOUTH 40° 33' 16" WEST, 27.88 FEET;

THENCE SOUTH 70° 44' 49" WEST, 9.93 FEET;

THENCE NORTH 78° 54' 33" WEST, 12.23 FEET;

THENCE NORTH 59° 52' 34" WEST, 35.48 FEET;

THENCE NORTH 69° 12' 15" WEST, 4.52 FEET;

THENCE NORTH 49° 17' 35" WEST, 19.09 FEET, TO A POINT ON THE BOUNDARY LINE COMMON TO PARCELS "A" AND "C" OF THE AFOREMENTIONED CONSOLIDATED PROPERTY CONVEYED UNDER AF No.1208788, SAID POINT BEARS NORTH 22° 16' 04" EAST, 38.61 FEET, FROM THE WEST-MOST CORNER OF SAID PARCEL "C";

THENCE ALONG SAID BOUNDARY LINE, NORTH 22° 16' 04" EAST, 21.38 FEET POINT TO THE **TRUE POINT OF BEGINNING AND TERMINUS** OF THIS DESCRIBED TRACT.

CONTAINS 2,348 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

RESTRICTED PROPERTY

AREA 3—ELDRIDGE LANDFILL ENVIRONMENTAL COVENANT LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M.; SAID TRACT BEING A PORTION OF PARCEL "C" OF THAT CONSOLIDATED "COUNTY PARKS" PROPERTY CONVEYED ACCORDING TO THAT STATUTORY WARRANTY DEED ON RECORDED IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER FILE NUMBER 1208788, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WEST ILLINOIS STREET WITH THE NORTH PROJECTION OF THE WEST MARGIN OF NOME AVENUE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 355, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE NORTH 88° 32' 06" WEST, ALONG THE AFOREMENTIONED WEST ILLINOIS STREET CENTERLINE, 1180.41 FEET, TO A MONUMENT MARKING A POINT AT THE INTERSECTION OF SAME WITH THE NORTHEAST BOUNDARY OF PARCEL "A" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 6132, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE SOUTH 53° 33' 15" EAST, ALONG THE AFOREMENTIONED NORTHEAST PARCEL BOUNDARY, 52.09 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF WEST ILLINOIS STREET, SAID POINT ALSO BEING THE WEST-MOST CORNER OF THAT PARCEL OF LAND CONVEYED UNDER AUDITOR'S FILE NO. 901001187, NOW A PORTION OF THE BELLINGHAM TECHNICAL COLLEGE (BTC) CAMPUS;

THENCE CONTINUING SOUTH 53° 33' 15" EAST, ALONG THE BOUNDARY LINE COMMON TO SAID PARCEL "A" AND BTC CAMPUS, 165.12 FEET TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO PARCEL "A" AND PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID POINT BEING THE NORTH-MOST CORNER OF SAID PARCEL "C";

THENCE SOUTH 22° 16' 04" WEST, ALONG SAID COMMON BOUNDARY 329.39 FEET, TO A POINT ON THE BOUNDARY COMMON TO THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, AND TO THAT PORTION OF THE BTC CAMPUS CONVEYED UNDER AF NO. 796254, SAID POINT BEING AT THE WEST-MOST CORNER OF SAID PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY;

THENCE SOUTH 56° 08' 15" EAST, ALONG SAID COMMON BOUNDARY, 289.57 FEET, TO A POINT AT THE SOUTH-MOST CORNER OF THE AFOREMENTIONED PARCEL "C";

THENCE NORTH 02° 31' 50" EAST, 55.84 FEET, TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED TRACT;

THENCE SOUTH 76° 29' 26" WEST, 20.36 FEET;

THENCE NORTH 71° 52' 12" WEST, 16.08 FEET;

THENCE NORTH 51° 26' 40" WEST, 26.96 FEET;

THENCE NORTH 33° 01' 09" WEST, 9.80 FEET;

THENCE NORTH 06° 30' 06" WEST, 4.93 FEET;

THENCE NORTH 22° 43' 27" EAST, 5.76 FEET;

THENCE SOUTH 83° 07' 48" EAST, 14.23 FEET;

THENCE SOUTH 55° 55' 50" EAST, 44.59 FEET;

THENCE SOUTH 44° 54' 41" EAST, 12.42 FEET, TO A POINT WHICH BEARS SOUTH 60° 08' 24" WEST, 1022.82 FEET, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 355, SAID POINT BEING THE **TRUE POINT OF BEGINNING AND TERMINUS** OF THIS DESCRIBED TRACT.

CONTAINS 1,158 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

RESTRICTED PROPERTY

AREA 4A—ELDRIDGE LANDFILL ENVIRONMENTAL COVENANT LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M; SAID TRACT BEING A PORTION OF PARCEL "C" OF THAT CONSOLIDATED "COUNTY PARKS" PROPERTY CONVEYED ACCORDING TO THAT STATUTORY WARRANTY DEED ON RECORDED IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER FILE NUMBER 1208788, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE CENTERLINE INTERSECTION OF WEST ILLINOIS STREET WITH THE NORTH PROJECTION OF THE WEST MARGIN OF NOME AVENUE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 355, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE NORTH 88° 32' 06" WEST, ALONG THE AFOREMENTIONED WEST ILLINOIS STREET CENTERLINE, 1180.41 FEET, TO A MONUMENT MARKING A POINT AT THE INTERSECTION OF SAME WITH THE NORTHEAST BOUNDARY OF PARCEL "A" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL CONTROL POINT NUMBER 6132, PER THE PUBLISHED CITY OF BELLINGHAM SURVEY INFORMATION REPORT DATABASE ENTRY FOR SAME;

THENCE SOUTH 53° 33' 15" EAST, ALONG THE AFOREMENTIONED NORTHEAST PARCEL BOUNDARY, 52.09 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF WEST ILLINOIS STREET, SAID POINT ALSO BEING THE WEST-MOST CORNER OF THAT PARCEL OF LAND CONVEYED UNDER AUDITOR'S FILE NO. 901001187, NOW A PORTION OF THE BELLINGHAM TECHNICAL COLLEGE (BTC) CAMPUS;

THENCE CONTINUING SOUTH 53° 33' 15" EAST, ALONG THE BOUNDARY LINE COMMON TO SAID PARCEL "A" AND BTC CAMPUS, 165.12 FEET TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO PARCEL "A" AND PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, SAID POINT BEING THE NORTH-MOST CORNER OF SAID PARCEL "C";

THENCE SOUTH 22 ° 16' 04" WEST, ALONG SAID COMMON BOUNDARY 329.39 FEET, TO A POINT ON THE BOUNDARY COMMON TO THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY, AND TO THAT PORTION OF THE BTC CAMPUS CONVEYED UNDER AF NO. 796254, SAID POINT BEING AT THE WEST-MOST CORNER OF SAID PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PROPERTY;

THENCE SOUTH 56 ° 08' 15" EAST, ALONG SAID COMMON BOUNDARY, 289.57 FEET, TO A POINT AT THE SOUTH-MOST CORNER OF THE AFOREMENTIONED PARCEL "C";

THENCE NORTH 43° 03' 45" EAST, ALONG SAID COMMON BOUNDARY, 34.13 FEET, TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED TRACT;

THENCE NORTH 56° 31' 38" WEST, 3.15 FEET;

THENCE NORTH 14° 27' 59" WEST, 7.63 FEET;

THENCE NORTH 24° 23' 04" EAST, 4.68 FEET;

THENCE NORTH 69° 02' 33" EAST, 3.97 FEET;

THENCE SOUTH 77° 20' 05" EAST, 6.40 FEET;

THENCE NORTH 72° 06' 15" EAST, 7.80 FEET, TO A POINT ON THE AFOREMENTIONED BOUNDARY COMMON TO PARCEL "C" OF THE AFOREMENTIONED CONSOLIDATED "COUNTY PARKS" PARCEL AND AFOREMENTIONED BTC CAMPUS BOUNDARY, SAID POINT BEING HEREINAFTER REFERRED TO AS **REFERENCE POINT "A"**;

THENCE SOUTH 43° 03' 45" WEST, ALONG SAID COMMON BOUNDARY, 21.63 FEET, TO A POINT ON SAID COMMON BOUNDARY WHICH BEARS NORTH 43° 03' 45" EAST, 34.13 FEET, FROM THE SOUTH-MOST CORNER OF THE AFOREMENTIONED PARCEL "C", SAID POINT BEING THE **TRUE POINT OF BEGINNING** AND **TERMINUS** OF THIS PORTION OF THIS DESCRIBED TRACT;

TOGETHER WITH THE FOLLOWING TRACT OF LAND:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE NORTH 43° 03' 45" EAST, ALONG THE BOUNDARY COMMON TO PARCEL "C" OF THE CONSOLIDATED "COUNTY PARKS" PROPERTY AND TO THE BTC CAMPUS, 10.66, TO THE **TRUE POINT OF BEGINNING** OF THIS PORTION OF THE DESCRIBED TRACT;

THENCE NORTH 21° 53' 14" EAST, 29.76 FEET;

THENCE SOUTH 53° 36' 30" EAST, 10.82 FEET TO A POINT ON THE AFOREMENTIONED COMMON BOUNDARY, SAID POINT BEARS SOUTH 59° 00' 00" WEST, 961.70 FEET, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL SURVEY CONTROL POINT NO. 355;

THENCE SOUTH 43° 03' 45" WEST, ALONG SAID COMMON BOUNDARY, 29.01 FEET, TO THE **TRUE POINT OF BEGINNING** AND **TERMINUS** OF THIS PORTION OF THIS DESCRIBED TRACT.

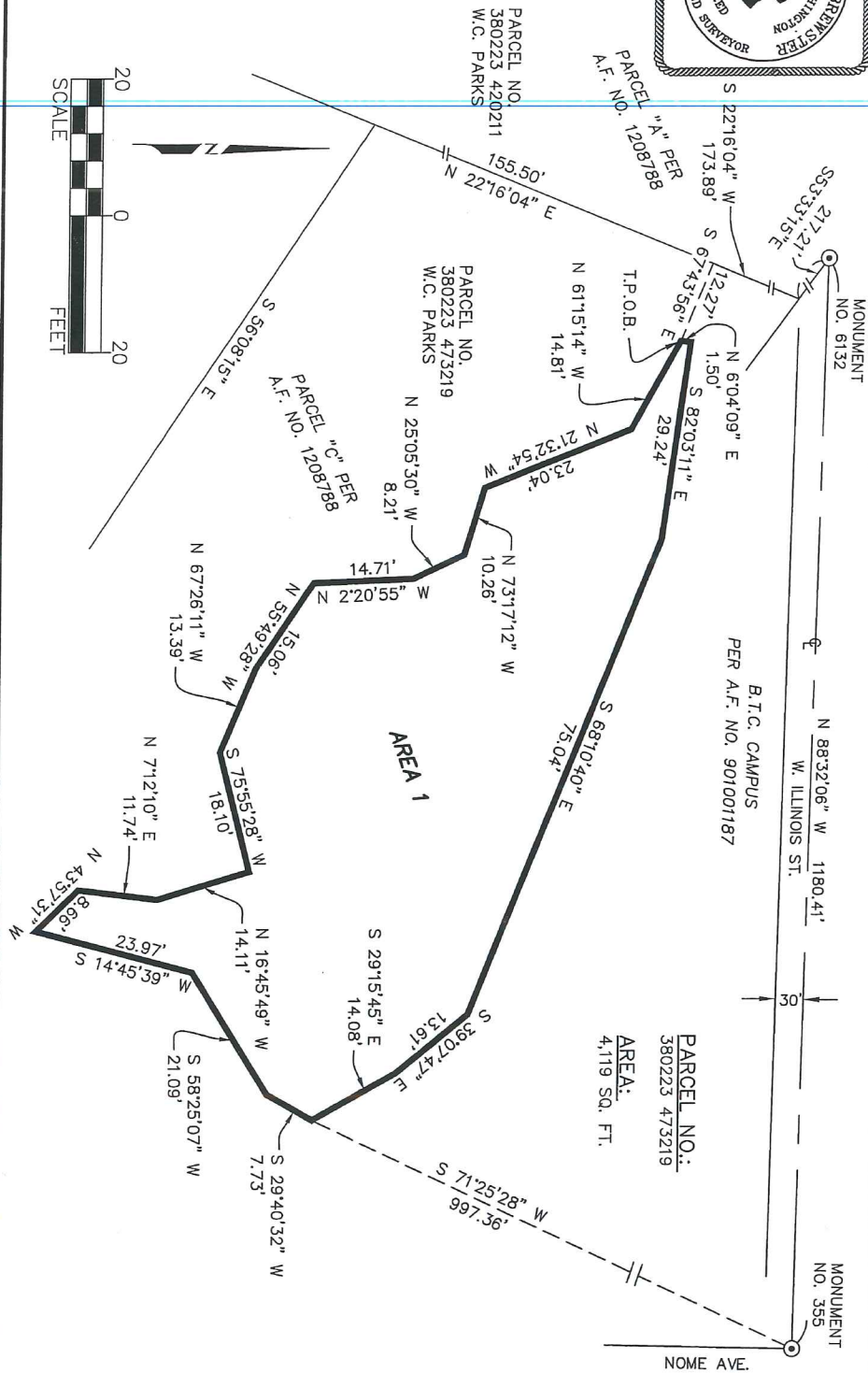
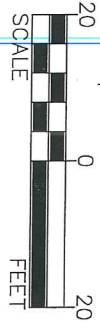
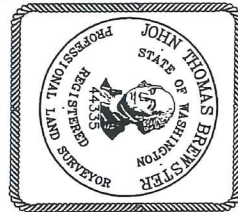
THE COMBINED PERIMETERS OF THE DESCRIBED TRACT-PORCTIONS CONTAIN, IN AGGREGATE, 297 SQUARE FEET, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Exhibit C

**PROPERTY MAP
WITH RESTRICTED AREAS SHOWN**

EXHIBIT "C"



AREA #1	DATE
RESTRICTED PROPERTY	12/02/16
LEGAL DESCRIPTION	JOB NO.
EXHIBIT MAP	16028

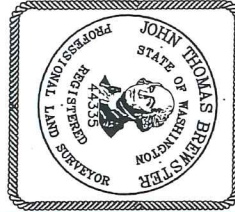
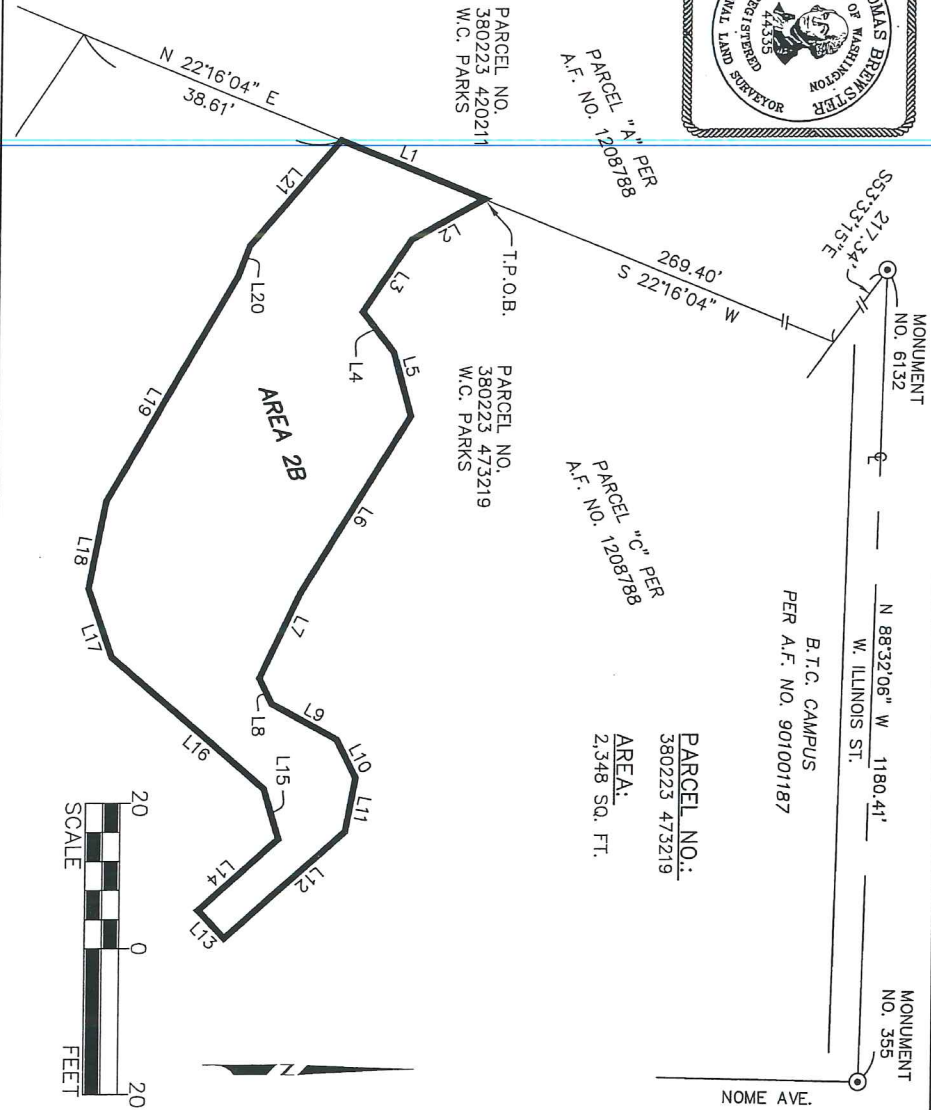
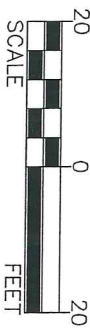


EXHIBIT "C"



Line #	Direction	Length
L1	N22°16'04"E	21.38'
L2	S29°06'30"E	11.40'
L3	S56°17'01"E	11.87'
L4	N52°31'22"E	7.11'
L5	N74°32'40"E	8.94'
L6	S58°24'17"E	28.56'
L7	S64°46'46"E	12.85'
L8	N64°03'34"E	3.96'
L9	N28°40'29"E	10.23'
L10	N62°52'57"E	5.87'
L11	S79°14'35"E	7.45'
L12	S41°33'28"E	22.10'
L13	S46°43'10"W	5.28'
L14	N41°50'10"W	14.69'
L15	S73°21'14"W	7.18'
L16	S40°33'16"W	27.88'
L17	S70°44'49"W	9.93'
L18	N78°54'33"W	12.23'
L19	N59°52'34"W	35.48'
L20	N69°12'15"W	4.52'
L21	N49°17'35"W	19.09'

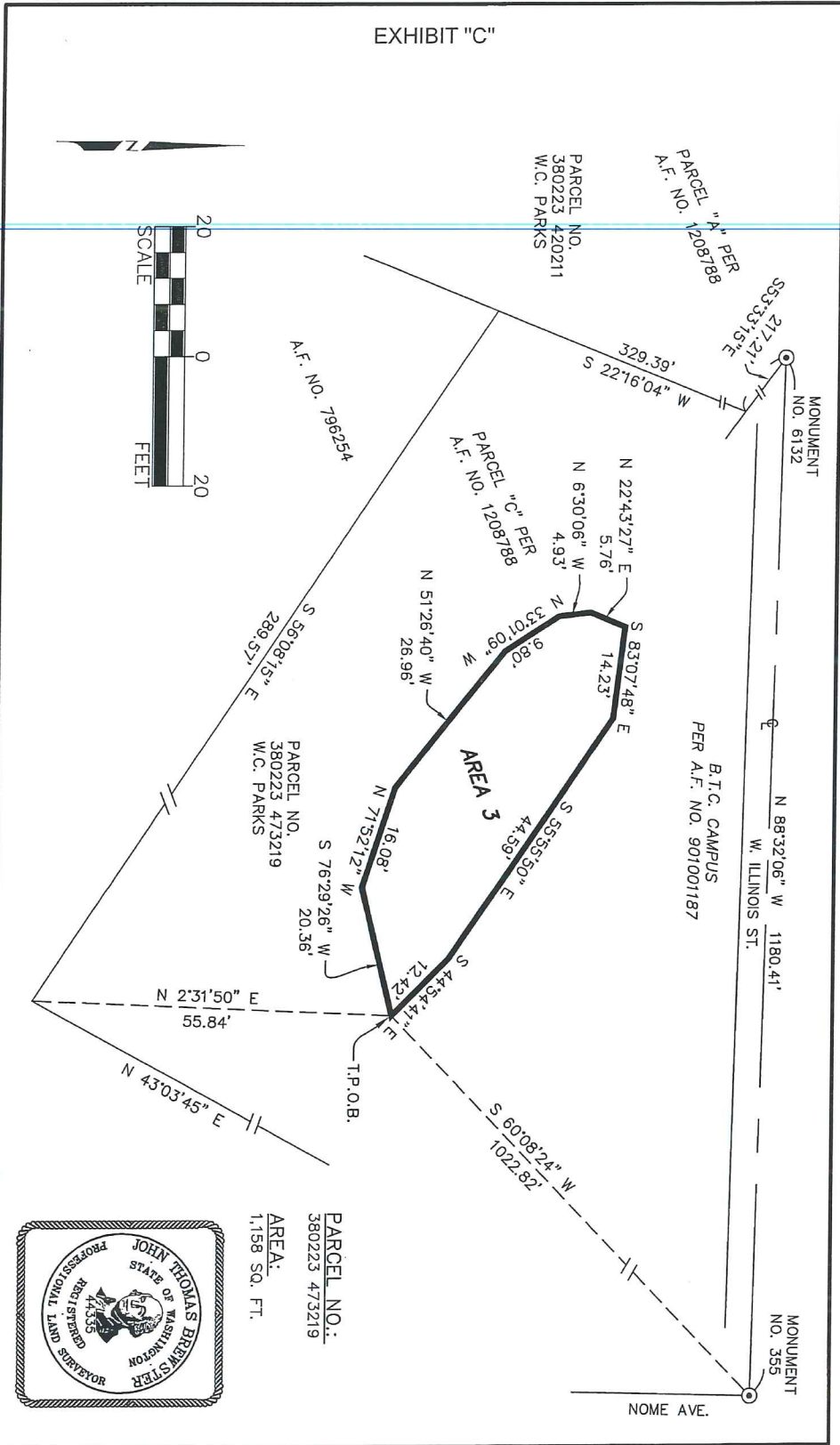



DATE 12/02/16
 JOB NO. 16028

AREA #2B
 RESTRICTED PROPERTY
 LEGAL DESCRIPTION
 EXHIBIT MAP



EXHIBIT "C"



	<p>AREA #3</p> <p>RESTRICTED PROPERTY LEGAL DESCRIPTION EXHIBIT MAP</p>	<p>DATE 12/02/16</p> <p>JOB NO. 16028</p>
	<p>PARCEL NO.: 380223 473219</p> <p>AREA: 1,158 SQ. FT.</p>	

