

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive,
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

PRE2023-00097 ABC Recycling

**Major Project Permit
Master Land Use Application**

RECEIVED
Date: 10/24/2023 Staff: AHK

Files: _____

Project Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Shoreline Substantial Development |
| <input type="checkbox"/> Binding Site Plan | <input type="checkbox"/> Shoreline Conditional Use |
| <input type="checkbox"/> Critical Areas Reasonable Use | <input type="checkbox"/> Shoreline Variance |
| <input type="checkbox"/> Long Subdivision | <input type="checkbox"/> Zoning Conditional Use |
| <input type="checkbox"/> Major Project Permit | <input type="checkbox"/> Zoning Variance |
| <input type="checkbox"/> Planned Unit Development | |

Applicant

Name _____ Phone _____

Address _____ City _____

State _____ Zip _____ Email _____

Property Owner(s)

Name _____ Phone _____

Address _____ City _____

State _____ Zip _____ Email _____

Agent/Contact Person

Name _____ Phone _____

Address _____ City _____

State _____ Zip _____ Email _____

Surveyor

Name _____ Phone _____

Address _____ City _____

State _____ Zip _____ Email _____

Deed attached: Yes No FLOOD ZONE: Yes No

Property interest of the applicant: Purchaser Lessee Other: Owner

Site address: 741 Marine Dr, Bellingham, WA 98226

Parcel size: 19.69 in acres

Legal Description: Lot NA Block NA Div NA Plat NA

NA 1/4 NA 1/4 Section 44, T 38 N, R OZE W.M

Assessor's Parcel Number 3802231063740000

Zoning: HII - Heavy Imp. Ind. Comp. Plan: UGA Shoreline: None

Subarea: Bham Urban Fringe Fire Dist.: WC #8 School Dist: WC #501

Water source: Well District/Association: Water District #2

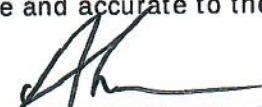
Sewage Disposal: Septic Sewer: Municipal

NOTE: Fees will be assessed in accordance with the Whatcom County Unified Fee Schedule (UFS) in effect at the time of application submittal. Please contact Planning and Development Services to determine project specific fees. Click [here](#) to see the 2019/ 2020 UFS.

Per UFS 2843 all permits and applications are subject to a Technology fee. The fee is calculated on the permit/ application fees due.

Receipt #: _____ Date Paid: _____ Total Fees: _____

I/we Andy Anthony hereby certify that the above statements and the information contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge.


Signature of Applicant

10/23/23
Date

Signature of Applicant

Date



Major Project Permit Application Criteria

The following items must be included within the proposed master plan application per WCC 20.88.205:

(1) General statement – a narrative description that in general terms identifies the purpose and intended use(s) for the site.

(2) Conceptual site development plan – showing to the appropriate level of detail, buildings and other structures, existing mature trees and landscaping, the pedestrian and vehicle circulation system, parking areas, open space and critical areas, buffers, and other required items. This information must cover the following:

(a) All existing improvements that will remain after the development of the proposed site;

(b) All improvements planned in conjunction with the proposed use;

(c) Conceptual plans for possible future uses; and

(d) General locations of usable open space, any land proposed to be dedicated for open space; pedestrian and transit connection between the site and public or private streets serving the development and connecting to off-site open space; internal circulation (both auto and pedestrian), location of proposed gates and fencing.

(3) Land Use. The master plan must include proposed functions, uses and boundaries of uses by phase. The description must include information as to the general amount and type of functions of the use, hours of operation and the approximate number of members, employees, visitors and special events. For projects which include residential units, proposed minimum and maximum floor area densities, number of units and building heights must be indicated. For office/commercial and light impact industrial projects, minimum and maximum floor area ratios must be indicated.

(4) Phasing Plan. The master plan must include the proposed development phases, probable sequence for proposed developments, estimated dates, and interim uses of the property awaiting development. In addition, the plan should address any proposed temporary uses or location of uses during construction periods.

(5) Circulation, Transportation and Parking. The master plan must include but is not limited to projections by phase of traffic impacts, probable safety concerns, internal circulation layout, parking requirements, ingress/egress locations and proposed road standards for each phase. Specific requirements for transportation and parking include:

(a) The expected number of trips (peak daily), an analysis of the impact of those trips on the adjacent street system, and proposed mitigation measures to limit any projected negative impacts. Mitigation measures may include improvements to the street system or specific programs to reduce traffic impacts such as encouraging the use of public transit, carpools, vanpools, and other alternatives to single-occupancy vehicles.

(b) Projected peak parking demand, an analysis of this demand compared to proposed on-site and off-site supply, potential impacts to the no-street parking system and adjacent land uses, and mitigation measures.

(6) Utilities. The master plan must include evidence of service availability from primary service providers (water, sewer, power, cable, natural gas, telephone) and address stormwater drainage management both on and off-site.

(7) Environment. The master plan must identify critical areas as defined in Chapter [16.16](#) WCC and areas of special concern as defined by WCC [24.05.230](#). Mitigating measures for all environmental impacts identified by the applicant through a SEPA checklist, or EIS process and/or identified by agency staff, including but not limited to special development standards, modification of site layout, dedicated open space and mitigation replacement areas must be identified. Identification of any hazardous wastes anticipated, special handling techniques and/or site designs required for containment must also be addressed. If an EIS is required, the EIS and master plan may, upon approval by the director, be combined into a joint document.

(8) Development Standards. The master plan may propose standards that will control development of the possible future uses that are in addition to, or substitute for, requirements of this chapter. These may be such things as height limits, setbacks, frontage, landscaping requirements, parking requirements, signage, view corridors or facade treatments. Proposed standards that do not meet the minimum county standards must obtain the appropriate variance prior to county approval of the proposed standards. If the proposed design standards will apply to property located partially or totally within an urban growth area, concurrence of the affected city will be required.

To demonstrate that your proposal complies with the applicable major project permit requirements (WCC20.88.130) please address the following criteria:

The major project permit shall be issued by the county council when the applicant has established that the proposed major development:

(1) Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.

(2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.

(3) Will be consistent with applicable laws and regulations.

(4) Will not substantially interfere with the operation of existing uses.

(5) Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.

(6) Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.

(7) Will be appropriately responsive to any EIS prepared for the project.



Major Project Permit Application Intake Checklist

The following requirements for a fully completed application and any other information must be provided in order to initiate a review for a Determination of Completeness.

Applicant Checklist		PDS Checklist
	<p>1. Written and Other Data and Fees <u>Eleven (11) sets</u> of the required information (listed below) shall be submitted. The Administrator may require the applicant to submit the information in an electronic format, and may reduce the number of required sets if provided in an alternative format</p>	
<input type="checkbox"/>	a) Completed application form	<input type="checkbox"/>
<input type="checkbox"/>	b) Name, address and phone number of owner(s), applicant, and contact person	<input type="checkbox"/>
<input type="checkbox"/>	c) Names, addresses and telephone numbers of the involved engineers, surveyors, and consultants	<input type="checkbox"/>
<input type="checkbox"/>	d) Intended uses	<input type="checkbox"/>
<input type="checkbox"/>	e) List of variances and waivers requested	<input type="checkbox"/>
<input type="checkbox"/>	f) Names and addresses of all persons, firms, and corporations holding legal interests in the land, such as easements, of which the applicant has knowledge	<input type="checkbox"/>
<input type="checkbox"/>	g) Assessor's parcel number (of the parent parcel)	<input type="checkbox"/>
<input type="checkbox"/>	h) List of names and addresses of owners of property within 300' of site's boundaries (based on the latest assessor's equalized tax roll) when within an urban growth area, or within 1,000 feet of site's boundaries when outside an urban growth area, together with corresponding parcel numbers and assessor's parcel map	<input type="checkbox"/>
<input type="checkbox"/>	i) Proposed covenants, conditions, and restrictions (CC&Rs)	<input type="checkbox"/>
<input type="checkbox"/>	j) SEPA Checklist	<input type="checkbox"/>
<input type="checkbox"/>	k) Preliminary Stormwater Proposal form	<input type="checkbox"/>
<input type="checkbox"/>	l) Preliminary Traffic & Concurrency Information form	<input type="checkbox"/>
<input type="checkbox"/>	m) Land Disturbance Permit	<input type="checkbox"/>
<input type="checkbox"/>	n) Proposed utilities	<input type="checkbox"/>
<input type="checkbox"/>	o) Critical area and soil reports, as specified in the applicable development standards. All reports shall be certified by qualified professionals experienced in the applicable field of science.	<input type="checkbox"/>

<input type="checkbox"/>	p) Fees as specified in the Unified Fee Schedule	<input type="checkbox"/>
	2. Map Data	
<input type="checkbox"/>	a) Applicable map size is 24" x 24" to 24" x 36"	<input type="checkbox"/>
<input type="checkbox"/>	b) Date of revisions, if any	<input type="checkbox"/>
<input type="checkbox"/>	c) Name of owner	<input type="checkbox"/>
<input type="checkbox"/>	d) Name, address, and telephone number of the surveyor or consultant preparing the map proposal	<input type="checkbox"/>
<input type="checkbox"/>	e) Name of proposed land division	<input type="checkbox"/>
<input type="checkbox"/>	f) Names or numbers of any adjacent divisions	<input type="checkbox"/>
<input type="checkbox"/>	g) General layout of proposal	<input type="checkbox"/>
<input type="checkbox"/>	h) Approximate locations of existing utilities, infrastructure, roads, drainage and rights-of-way within 300' of the boundary of the proposed land division	<input type="checkbox"/>
<input type="checkbox"/>	i) Vicinity map at a scale not less than 1" = 2,000'	<input type="checkbox"/>
<input type="checkbox"/>	j) Common engineering scale (1"=100' or larger), sheet numbers, and north arrow	<input type="checkbox"/>
<input type="checkbox"/>	k) Section, township, range, municipal and county lines in the vicinity	<input type="checkbox"/>
<input type="checkbox"/>	l) Location of monuments and fences located by any boundary survey and the date of the survey	<input type="checkbox"/>
<input type="checkbox"/>	m) General boundaries of the site with general dimensions shown, perimeter boundary marked with a bold line	<input type="checkbox"/>
<input type="checkbox"/>	n) Legal description of the land being subdivided	<input type="checkbox"/>
<input type="checkbox"/>	o) Proposed access (including proposed improvements to on-site and off-site roadways)	<input type="checkbox"/>
<input type="checkbox"/>	p) Other proposed on-site or off-site utilities and facilities	<input type="checkbox"/>
<input type="checkbox"/>	q) The location and widths of all proposed roads, rights-of-way, and easements.	<input type="checkbox"/>
<input type="checkbox"/>	r) When appropriate, location of natural features, including bodies of water, natural drainage areas, regulated watershed boundaries, critical areas, and buffers	<input type="checkbox"/>
<input type="checkbox"/>	s) Location of buildings, and parking on-site or contiguous to the site	<input type="checkbox"/>
<input type="checkbox"/>	t) General location of existing and proposed facilities, sanitation, and water facilities, easements (where appropriate), landscaping, common areas, and phasing boundaries	<input type="checkbox"/>
<input type="checkbox"/>	u) General plans of proposed water distribution systems, sewage disposal systems, and drainage systems. The plans shall include system location and sizes, sources of water supply, location and size of storage reservoirs, location of drainage outlet, and other major features and shall be certified by a professional engineer.	<input type="checkbox"/>
<input type="checkbox"/>	v) Layout of proposed alleys, walkways, bicycle paths, and parcels to be dedicated or reserved for school, park, playground, well site or other use	<input type="checkbox"/>
<input type="checkbox"/>	w) Location of critical areas, shorelines and base flood elevation, where applicable	<input type="checkbox"/>

	3. Additional Information	
<input type="checkbox"/>	a) Title report	<input type="checkbox"/>
<input type="checkbox"/>	b) Written narrative of how the proposal will meet development and/or level of service standards for:	<input type="checkbox"/>
	i. Water supply	
<input type="checkbox"/>	ii. Sewage disposal	<input type="checkbox"/>
<input type="checkbox"/>	iii. Fire protection service	<input type="checkbox"/>
<input type="checkbox"/>	iv. Public school system	<input type="checkbox"/>
<input type="checkbox"/>	c) Project areas	<input type="checkbox"/>
<input type="checkbox"/>	d) Area in lots, square feet, and percentage of total	<input type="checkbox"/>
<input type="checkbox"/>	e) Zoning designations and zone density	<input type="checkbox"/>
<input type="checkbox"/>	f) Area of streets, area in right-of-way, and percentage of total	<input type="checkbox"/>
<input type="checkbox"/>	g) Area of parks, open space, and percentage of total	<input type="checkbox"/>
<input type="checkbox"/>	h) Area of impervious surface proposed	<input type="checkbox"/>
<input type="checkbox"/>	i) Soil types and classifications	<input type="checkbox"/>
<input type="checkbox"/>	j) Utility service types and name of provider	<input type="checkbox"/>
<input type="checkbox"/>	k) School and fire district	<input type="checkbox"/>
<input type="checkbox"/>	l) Boundary survey, prepared and certified by a professional land surveyor	<input type="checkbox"/>
<input type="checkbox"/>	m) Additional reports as required at the pre-application meeting, prepared by qualified professionals, including but not limited to:	<input type="checkbox"/>
	i. Traffic impact analysis and concurrency study	
<input type="checkbox"/>	ii. Stormwater design report	<input type="checkbox"/>
<input type="checkbox"/>	iii. Soils and/or geological report	<input type="checkbox"/>
<input type="checkbox"/>	iv. Wetlands delineation and/or critical areas assessment report	<input type="checkbox"/>
<input type="checkbox"/>	v. Soil testing results for pesticides for subdivisions on land historically used for raising row crops	<input type="checkbox"/>
<input type="checkbox"/>	n) Topographic map of sufficient contour interval, acceptable to the County Engineer or Subdivision Administrator, to show the topography of the land to be subdivided	<input type="checkbox"/>

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Mark Personius, AICP
Director

Fee Responsibility

Venue and Jurisdiction: The parties hereto recognize and agree that the venue of any action involving their rights or obligations related to this application shall be in Whatcom County, and the parties' rights and obligations hereunder shall be determined, in accordance with the laws of the State of Washington.

Fee Guaranty: Notwithstanding that this application has been submitted in the name of a company, I personally guarantee payment of fees accrued according to the terms listed in the Whatcom County Unified Fee Schedule and that my personal guarantee is part of the consideration for review of the application.

I/we, Andy Anthony, hereby certify that the above statements and the information contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge, and that the list of surrounding property owners is complete and current.

[Signature]
Signature of Applicant

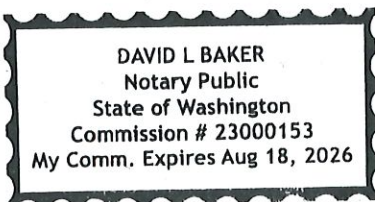
10/13/2023
Date

[Signature]
Signature of Owner

10/13/2023
Date

I certify that I know or have satisfactory evidence that Andy Anthony is/are the person(s) who appeared before me, and said person(s) acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 10/13/23



Notary Signature: [Signature]

Printed Name: David Lee Baker

Notary Public in and for the State of Washington

Residing at 121 W Holly

My appointment expires: 8/18/2026

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
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Mark Personius, AI CP
Director

Agent Authorization

If you are authorizing an agent to apply for permits on your behalf you must complete this form and have it notarized, which will provide authorization for a designated agent to apply for permits on your behalf.

I/we, Andy Anthony, the owner(s) of the subject property, understand that by completing this form I hereby authorize Scott Goodall to act as my agent. I understand that said agent will be authorized to submit applications on my behalf, and that any fees associated with submitted applications are due to me and not to the said agent. I also understand that once an application has been submitted that all future correspondence will be directed to the agent.

Property Address _____

Parcel Number _____

Andy ANTHONY
Property Owner Printed Name

Property Owner Printed Name _____

[Signature]
Property Owner Signature

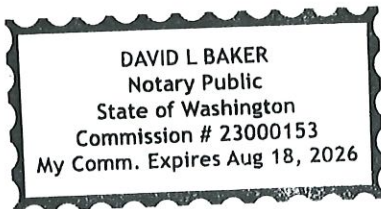
Property Owner Signature _____

10/13/2023
Date

Date _____

I certify that I know or have satisfactory evidence that Andy Anthony is/are the person(s) who appeared before me, and said person(s) acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 10/13/23



[Signature]
Notary Public Signature

David Lee Baker
Notary Public Printed Name

Notary Public in and for the State of Washington

Residing at 121 W Holly

My appointment expires: 8/18/26

Application received by _____

Date _____



October 23, 2023

Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, WA 98226
Phone: 360-778-5900

Overview

It cannot be determined at this time whether a Major Project Permit will be required for the ABC Recycling 741 Marine Drive project. Per WCC 20.88.100.120, major project permits are required for any proposed development that meets any two of the following conditions:

Cost

(estimated construction cost exclusive of land value) \$5,000,000

Size

retail	75,000 square feet
office or industrial (gross leasable floor space)	200,000 square feet
residential	300 dwelling units
motel/hotel	200 units

Number of Employees 250

SEPA Review An EIS is required

In addition, the zoning administrator may make an administrative determination after receiving a recommendation from the technical review committee that any project be considered a major development, if in the opinion of the administration it is of a nature that council review would be appropriate.

The cost of the project will likely exceed \$5,000,000. The total square footage of office or industrial gross leasable floor space is 39,150 square feet, which is less than the 200,000 square footage threshold for major project permit applicability. The total number of employees is 15, which is less than the 250 employee threshold for major project permit applicability. No

retail space or residential or motel/hotel units are proposed. A SEPA checklist is being submitted concurrently with this and other permits at this time. A SEPA threshold determination will be made by the Whatcom County SEPA official.

If the Whatcom County SEPA official makes the determination that an EIS is required or the zoning administrator makes a determination, the major project permit would be required by code. While none of this has occurred, and may not occur, the Major Project Permit is being applied for in the event it is determined that one is required.

MAJOR PROJECT PERMIT APPLICATION NARRATIVE

1. Project Narrative

The project is located at 741 Marine Drive (TP#: 3802231063740000). This project will construct a metal processing facility. Portions of the project site are currently covered with gravel surfacing and are currently utilized for shipping container storage and staging. Other portions of the project site are currently undeveloped and contain wetlands, vegetation, and trees.

The facility will accept for purchase metal material, subject to an inbound Source Control Program, primarily post-consumer depolluted automobiles and kitchen appliances, with all fluids thereof previously removed, and process the metal material through the proposed metal shredder.

Ferrous metal produced from the process would be delivered to the Port of Bellingham by truck or railcar and loaded on to ocean going vessels to its ultimate destination. Non-ferrous metal produced from the process would be delivered to the Port of Seattle by truck and loaded on to ocean going vessels to its ultimate destination. These ferrous and non-ferrous metal products are manufactured for purchase on the secondary metal industries market, which reduces global mining and use of virgin materials. The project includes erection of various pre-manufactured steel buildings. Metal processing equipment of various designs will also be installed onsite, largely located inside buildings. A rail spur will be installed on the south side of the site; in addition, truck scales, concrete and asphalt paved areas for storage and movement of trucks and rolling stock will be installed.



PROPOSED BUILDINGS

- BUILDING 1 OFFICE/SHOP
 - Height: 32'-3-1/4" (1 Story)
 - Size: 6,294 SF
 - Type of Construction: IIB
- BUILDING 2 SEPARATION
 - Height: 37'-4-1/4"
 - Size: 13,058 SF
 - Type of Construction: IIB
- BUILDING 3 RECLAMATION
 - Height: 34'-4-1/4"
 - Size: 25,095 SF
 - Type of Construction: IIB
- BUILDING 5 TWITCH
 - Height: 32'-3-1/4"
 - Size: 6,294 SF
 - Type of Construction: IIB

Note: There is no Building 4 described in this pre-application request. This is to maintain consistency with internal ABC Recycling naming conventions for the development.

EQUIPMENT

- Item #1 – INFEED CONVEYOR
- Item #2 – SHREDDER WITH FEEDING SYSTEM, DFR, UNDERMILL VIBRATOR and MAINTENANCE PLATFORM
- Item #3 – SHREDDER CONTROL CABIN
- Item #4 – 4,000 HP SHREDDER MAIN DRIVE MOTOR SYSTEM with DRIVE SHAFT

- Item #5 – MOTOR SUPPORT, COVER, DRIVE ENCLOSURE, MCC ENCLOSURE
- Item #6 – FOAM and WATER INJECTION SYSTEMS
- Item #7 – SHREDDER ELECTRICAL CONTROLS and MANAGEMENT SYSTEM
- Item #8 – SHREDDER ENCLOSURE and BRIDGE CRANE
- Item #9 – SEPARATION BUILDING
- Item #10 – VIBRATORY FEEDER, POKER PICKER, BALLISTIC SEPARATOR, MAGNET STANDS, PICKING STATION and VARIOUS CONVEYORS, PLATFORMS, STAIRS
- Item #11 – RECLAMATION BUILDING
- Item #12 – VIBRATORY FEEDER, MULTI-DECK SCREEN, EDDY CURRENT UNITS, AIR CLASSIFIERS, SENSOR SORTERS and VARIOUS CONVEYORS, PLATFORMS, STAIRS
- Item #13 – VIBRATORY FEEDER, VERTICAL BALL MILL, AIR CLASSIFIERS, ROTARY SCREENS, AIR TABLES, SENSOR SORTER, EDDY CURRENT UNIT and VARIOUS CONVEYORS, PLATFORMS, STAIRS
- Item #14 – TWITCH BUILDING
- Item #15 – VIBRATORY FEEDER, CASSETTE FEEDER, EDDY CURRENT UNIT, SENSOR SORTERS and VARIOUS CONVEYORS, PLATFORMS, STAIRS

Construction

The project would include approximately laydown areas for process equipment and bulk material storage, construction trailers/contractor field offices and facilities, and construction parking. Construction may also include temporary on-site materials stockpiling.

2. Project Narrative

Refer to the attached documents for an overview of improvements that are planned in conjunction with the proposed use:

- Civil Development Package (Impact Design)

- Landscape Design Package (Impact Design)
- Stormwater Management Report (Impact Design)
- Architectural and Structural Drawing Package (TRC Architecture, Alpine Engineering, Chief Buildings)

3. Land Use

The project site is generally bound by Marine Drive to the north, an existing Burlington Northern Santa Fe (BNSF) rail spur line to the south, existing businesses to the east, and a vacant parcel and single-family residences to the west. Adjacent uses to the north, beyond Marine Drive, include commercial uses including a vitamin store, an ice cream shop, a marine supply store, and a car stereo store. Adjacent uses to the east include Marine Drive Auto Service (an automobile repair shop), Life Church (a church), a vacant commercial building located at 749 Marine Drive, and other commercial uses. Adjacent uses to the south, beyond the BNSF rail lines, include the Lehigh Hanson Bellingham Cement Grinding Plant. Beyond the Lehigh Hanson Cement Grinding Plant is the Bellingham Bay. Adjacent uses to the west include an undeveloped, vacant parcel and single-family residences. Nearby and surrounding land uses include single-family residences, industrial uses (lumber yard, a steel company, and storage), commercial uses, and public transportation stops.

The project is located area is zoned for Heavy Impact Industrial. The proposed use of the site is permitted under Whatcom County Code 20.68.054(6):

Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting, refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture of miscellaneous metal products.

The project equipment is proposed to manufacture separated ferrous and non-ferrous metal products. The metal products produced at the site will ultimately be purchased in the market for use in secondary metal industries, which reduces global mining and use of virgin materials.

Hours of Operation

The hours of operation will be from 7:00AM to 10:00PM. The metal shredding activity will not occur for this entire timeframe. Other activities on the site instead of the metal shredding could include administrative work, maintenance work, trucking, delivery and other activities.

Employees

The ABC Recycling project would require approximately 15 new full-time workers who would work alternating work shifts that would span over evenings and weekends.

4. Phasing Plan

Project construction is proposed to start in 2024 with operation beginning in 2025, subject to receipt of applicable agency permits and approvals. Construction is anticipated to occur in phases, with the final phase completing in 2030.

5. Circulation

Roads

Marine Drive provides access to the site. The footprint of the existing entrance will be expanded to provide greater vehicle turning radii and maneuvering, but will remain the same location. No new entrances are proposed for the property. On-site vehicle circulation is ample. A 25' fire access road around the perimeter road will be constructed life-safety for the site and also to the proposed network of fire hydrants.

Proposed improvements within the Whatcom County road right-of-way would be designed in accordance with Whatcom County Development Standards, Chapter 5: Roads and Related Work.

Vehicle Traffic

Trip Generation

Site trip generation for employees was calculated based on the average trip rate for General Light Industrial Use (LU #110) from the Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition (2023). The number of employees was used as the variable.

The ITE information shows a very limited number of trucks during peak hours (on the order of 0-2 truck trips per hour). The proponent has estimated slightly higher truck traffic per day and hour than ITE would project. Therefore, truck trip generation forecasts have been based on client information so as not to understate truck traffic. The client projects a maximum of 4 trucks per hour, or 8 truck trips (4 in, 4 out). The daily truck traffic is not expected to exceed 36 trucks per day (72 total trips, 36 in and 36 out).

Daily traffic volumes for the site would be a total of 61 entering and 61 existing, or 122 total daily vehicle trips (private vehicles and trucks).

For purposes of trip distribution and assignment, the volumes for the PM peak hour were considered. The site is projected to generate 15 PM peak hour private vehicle trips (3 entering, 12 exiting) and 8 PM peak hour truck trips (4 entering, 4 exiting).

Trip Generation – ABC Recycling

Land Use ¹	Size	Daily	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed Project								
General Light Industrial (LU #110))	30 emp	50	13	3	16	3	12	15
Truck Traffic (proponent information)		72	4	4	8	4	4	8
<i>Total</i>		<i>122</i>	<i>17</i>	<i>7</i>	<i>24</i>	<i>7</i>	<i>16</i>	<i>23</i>

Trip Distribution and Assignment – Private Vehicles

Trip distribution patterns for trips to and from the project site were based on existing vehicle travel patterns, and the U.S. Census Bureau’s OnTheMap tool. OnTheMap is a web-based mapping and reporting application, which shows where workers are employed and where they live based on census data. For the purposes of this analysis, it is assumed that all employees travel alone in a private vehicle to work.

Trip Distribution and Assignment – Trucks

Trip distribution patterns for truck trips to and from the project site were based on information from the proponent on expected material flows. Some trucks would travel to and from the area via I-5. About 20% would travel between the site and the Port of Bellingham.

The assigned trips indicate that no one intersection or roadway would carry high volumes of vehicles related to the ABC Bellingham site. Therefore, no off-site traffic impacts are expected from the proposed project.

Please refer to ABC Bellingham Traffic Memo (Transpo Group) dated October 2023 attached to this submittal.

Parking

The project will require 1 stall per employee per shift. The project will require 15 employees per shift and 15 stalls. The 18 provided stalls include 1 handicap stall.

6. Utilities

- Natural Gas - The facility would have natural gas supplied from the local utility, Cascade Natural Gas.
- Electricity – The facility would have electricity supplied from Puget Sound Energy.
- Sanitary Sewer - The project will connect to the City of Bellingham Sewer System per the attached late-comers agreement.
- Water - As shown in the attached letter, Water District #2 can provide 20 gallons per minute of domestic flow and fire flow of approximately 500 gallons per minute. A watermain will be installed throughout the site to provide hydrants within 300' of all buildings and parking areas to meet the Whatcom County Fire Code. The connection point will be on Marine Drive to the existing 8" Watermain.
- Stormwater Management – A complete stormwater management report will be submitted with the Building Permit Application to show compliance with:
 - *Whatcom County Code (WCC) Title 20.80.630*
 - *Washington State Department of Ecology 2019 Stormwater Management Manual for Western Washington (WSDOE Manual)*

A stormwater detention pond will be installed to provide flow control for the site. The project will meet the enhanced treatment requirements of the WSDOE 2019 Manual for the industrial use of the site. The project will outfall to the existing Whatcom County stormdrain system in Marine Drive. The discharge rate from the site will be substantially reduced from the current condition to help alleviate downstream conveyance stresses on the existing system.

7. Environment

Critical areas in the vicinity of the project are discussed in the Wetland Delineation and Critical Areas Report and the Wetland Mitigation Plan (Anchor QEA) and are identified on the project plan sets that have been submitted with this application. Discussion of proposed critical area impacts and mitigation measures are included in the SEPA Checklist and the report.

8. Development Standards

It is anticipated that project design and development will be conducted in accordance with adopted Whatcom County Development Standards, as applicable. No alternate development standards are proposed.

MAJOR PROJECT PERMIT CRITERIA

1. *Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.*

As stated above, the design and development will be conducted in accordance with applicable Whatcom County Development Standards and performance standards. No alternate standards are proposed.

2. *Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.*

Not applicable.

3. *Will be consistent with applicable laws and regulations.*

Whatcom County

The proposed ABC Recycling Project is located in Heavy Impact Industrial (HII) zoning. The proposed project is permitted use in the HII zone based on the Whatcom County Zoning Ordinance (WCC Chapter 20.68) and would be developed in accordance with applicable land use plans, codes and regulations.

Washington State Department of Ecology (Ecology):

- National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit
- NPDES Industrial Stormwater General Permit

Whatcom County:

- Major Project Permit

- SEPA Threshold Determination
- Land Disturbance Permit
- Commercial Building Permits
- Fire System Permit
- Revocable Encroachment Permits

4. *Will not substantially interfere with the operation of existing uses.*

The site is not currently under use. This project will adhere to the Whatcom County zoning standards.

5. *Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.*

Utilities

Project utilities would be provided as described in Section 6 - Utilities above and in accordance with applicable service agreements/contracts.

Services

No special emergency services will be required. Normal emergency services will be required that are consistent with other construction and industry located in this "HII-Heavy Impact Industrial" zoned area.

6. *Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.*

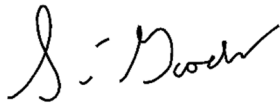
Development and operation of the ABC Recycling facility would not require public expenditures or uncompensated costs to other property owners for additional utilities, facilities or services. All utilities and services would be provided by public purveyors in accordance with applicable service agreements/contracts with the owner. Public infrastructure improvements would be funded and constructed by ABC Recycling in accordance with applicable Whatcom County and other applicable codes, development standards, and permits.

7. *Will be appropriately responsive to any EIS prepared for the project.*

The ABC Recycling Project will respond to any applicable measures and/or requirements identified through a SEPA EIS process.

Thank you for your time.

Respectfully,



Scott Goodall, PE, MS

Principal

Impact Design, LLC



ParcelID	Site Address	Site City	Site ZIP	Acres	Bldg Area	Fin Area	Owner
3802225284400000	3161 Locust Rd	Bellingham	98225	1.64 Acres	3,076 SqFt	1,624 SqFt	Colorwayz Cottage L
3802225284920001	909 Marine Dr #104	Bellingham	98225	0.00 Acres	2,137 SqFt	2,137 SqFt	Vanderheyden, Willi
3802225284920002	909 Marine Dr #105	Bellingham	98225	0.00 Acres	2,332 SqFt	2,332 SqFt	Marlow, Preciosa S
3802225284920003	909 Marine Dr #106	Bellingham	98225	0.00 Acres	2,029 SqFt	2,029 SqFt	Marie, Adrienne Ste
3802225284920004	909 Marine Dr #107	Bellingham	98225	0.00 Acres	2,089 SqFt	2,089 SqFt	Chapman, Donald L
3802225284920005	909 Marine Dr #108	Bellingham	98225	0.00 Acres	2,089 SqFt	2,089 SqFt	Underhill, Linda L
3802225284920006	909 Marine Dr #109	Bellingham	98225	0.00 Acres	2,233 SqFt	2,233 SqFt	Viets, Jr Gerald L
3802225284920007	909 Marine Dr #116	Bellingham	98225	0.00 Acres	2,089 SqFt	2,089 SqFt	Keller, Sheerie M
3802225284920008	909 Marine Dr #117	Bellingham	98225	0.00 Acres	2,089 SqFt	2,089 SqFt	Virginia C Pieters Liv
3802225284920009	909 Marine Dr #118	Bellingham	98225	0.00 Acres	2,233 SqFt	2,233 SqFt	Ferdon, John
3802225284920010	909 Marine Dr #119	Bellingham	98225	10.42 Acres	2,137 SqFt	2,137 SqFt	Curdy Living Trust 50
3802225284920011	909 Marine Dr #120	Bellingham	98225	0.00 Acres	2,332 SqFt	2,332 SqFt	Jiles, Richard
3802225284920012	909 Marine Dr #121	Bellingham	98225	0.00 Acres	2,029 SqFt	2,029 SqFt	Asada, Izumi
3802225284920013	909 Marine Dr #125	Bellingham	98225	0.00 Acres	2,437 SqFt	2,437 SqFt	Christensen, Marie A
3802225284920014	909 Marine Dr #126	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Ni, Robert T B
3802225284920015	909 Marine Dr #127	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Quessenberry M & C
3802225284920016	909 Marine Dr #128	Bellingham	98225	0.00 Acres	2,168 SqFt	2,168 SqFt	Karasik, Brenda-Lee
3802225284920017	909 Marine Dr #129	Bellingham	98225	0.00 Acres	2,168 SqFt	2,168 SqFt	Koch, Robert
3802225284920018	909 Marine Dr #130	Bellingham	98225	0.00 Acres	2,453 SqFt	2,453 SqFt	McRorie, Gerald
3802225284920019	909 Marine Dr #101	Bellingham	98225	0.00 Acres	2,437 SqFt	2,437 SqFt	Barnett, James G
3802225284920020	909 Marine Dr #102	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Satterwhite, Benjam
3802225284920021	909 Marine Dr #103	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Snowie, Allan J

3802225284920022	909 Marine Dr #110	Bellingham	98225	0.00 Acres	2,099 SqFt	2,099 SqFt	Norrish, Norman I
3802225284920023	909 Marine Dr #111	Bellingham	98225	0.00 Acres	1,713 SqFt	1,713 SqFt	Nau, Beverly J
3802225284920024	909 Marine Dr #112	Bellingham	98225	0.00 Acres	2,646 SqFt	2,646 SqFt	McBee, Stephen E
3802225284920025	909 Marine Dr #122	Bellingham	98225	0.00 Acres	2,437 SqFt	2,437 SqFt	Degraaf, Jr Edward I
3802225284920026	909 Marine Dr #123	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Getz, Richard A
3802225284920027	909 Marine Dr #124	Bellingham	98225	0.00 Acres	2,128 SqFt	2,128 SqFt	Fitzpatrick, Geoffrey
3802225284920028	909 Marine Dr #113	Bellingham	98225	11.19 Acres	2,089 SqFt	2,089 SqFt	Keenan, Kenneth W
3802225284920029	909 Marine Dr #114	Bellingham	98225	0.00 Acres	2,089 SqFt	2,089 SqFt	Miller, Wendy A
3802225284920030	909 Marine Dr #115	Bellingham	98225	0.00 Acres	2,233 SqFt	2,233 SqFt	Michel, Julie A
3802225473750000		Bellingham	98225	1.80 Acres			Jean-Luc & Aude Cc
3802225504450000	Locust Rd	Bellingham	98225	0.09 Acres			Nevarez, Timothy A
3802225534680000	3195 Locust Rd	Bellingham	98225	0.74 Acres	2,598 SqFt	1,315 SqFt	Gregory, Stephen E
3802225563560000		Bellingham	98225	0.80 Acres			City Of Bellingham
3802225604840000	3197 Locust Rd	Bellingham	98225	0.77 Acres	3,188 SqFt	1,824 SqFt	Perona, Ralph
3802230075120001	3539 McAlpine Rd	Bellingham	98225	0.72 Acres	1,344 SqFt	1,344 SqFt	Jimenez, Antonio
3802230104960000	904 Marine Dr	Bellingham	98225	0.48 Acres	2,528 SqFt	1,768 SqFt	Hestnes, Janiece
3802230134220000	3191 Locust Rd	Bellingham	98225	0.25 Acres	2,578 SqFt	1,307 SqFt	Walton, Claire
3802230224900000	896 Marine Dr	Bellingham	98225	1.00 Acres	1,140 SqFt	1,140 SqFt	Thomas, Craig
3802230474680000	3211 Locust Rd	Bellingham	98225	0.71 Acres	2,324 SqFt	1,572 SqFt	Dangelmaier, Earl
3802230485190000	3503 McAlpine Rd	Bellingham	98225	0.60 Acres	864 SqFt	864 SqFt	Wegers, Christopher
3802230525300000	3215 Locust Rd	Bellingham	98225	0.22 Acres	2,507 SqFt	2,507 SqFt	Gonzalez, Claudia J
3802230564520000	3204 Locust Rd	Bellingham	98225	0.34 Acres	2,206 SqFt	2,206 SqFt	Barha, Sandeep S
3802230585250000	3221 Locust Rd	Bellingham	98225	0.20 Acres	812 SqFt	812 SqFt	Jensen, Bonnie
3802230665040000	3229 Locust Rd	Bellingham	98225	1.00 Acres	3,698 SqFt	2,429 SqFt	Stark, Todd C
3802230665190000	3495 McAlpine Rd	Bellingham	98225	0.49 Acres	2,032 SqFt	2,032 SqFt	Inverarity, James M
3802230684420000	856 Marine Dr	Bellingham	98225	0.34 Acres	1,592 SqFt	1,144 SqFt	Diersing, Jr Richard

3802230685130000	3220 Locust Rd	Bellingham	98225	0.32 Acres	1,048 SqFt	1,048 SqFt	David & Teresa Ande
3802230744500000	3212 Locust Rd	Bellingham	98225	0.62 Acres	1,792 SqFt	1,792 SqFt	Sharma, Rakesh Pra
3802230762340000		Bellingham	98225	8.20 Acres			Lehigh Northwest Ce
3802230785070000	3235 Locust Rd	Bellingham	98225	0.29 Acres	1,124 SqFt	1,124 SqFt	Miller, Timothy D
3802230795060000	3222 Locust Rd	Bellingham	98225	0.28 Acres	1,912 SqFt	1,912 SqFt	Hammers, David J
3802230795140000	3243 Locust Rd	Bellingham	98225	0.22 Acres	1,496 SqFt	1,496 SqFt	Dyrland, Michael
3802230814570000	3214 Locust Rd	Bellingham	98225	0.76 Acres	2,406 SqFt	1,938 SqFt	Buehrer, Mark S
3802230825220000	3249 Locust Rd	Bellingham	98225	0.22 Acres	1,608 SqFt	1,608 SqFt	Varner, Mark
3802230845010000	3224 Locust Rd	Bellingham	98225	0.30 Acres	1,858 SqFt	1,858 SqFt	Navarrete, Antonio F
3802230855340000	3236 Locust Rd	Bellingham	98225	0.27 Acres	1,045 SqFt	1,045 SqFt	Mason, Wallace I
3802230895490000	3474 Bamboo Ln	Bellingham	98225	0.20 Acres	1,924 SqFt	1,112 SqFt	David P Cameron &
3802230905200000	3250 Locust Rd	Bellingham	98225	0.31 Acres	1,572 SqFt	1,572 SqFt	Perkins, Darrell L
3802230935270000	3467 Bamboo Ln	Bellingham	98225	0.26 Acres	1,494 SqFt	1,494 SqFt	Hanson, Charles A
3802230954760000	3226 Locust Rd	Bellingham	98225	0.91 Acres	1,986 SqFt	1,986 SqFt	Herman, Chad G
3802230975440000	3470 Bamboo Ln	Bellingham	98225	0.27 Acres	1,680 SqFt	1,680 SqFt	Nguyen, Brian
3802231005220000	3463 Bamboo Ln	Bellingham	98225	0.31 Acres	1,780 SqFt	1,780 SqFt	Nolasco, Juan O
3802231035370000	3466 Bamboo Ln	Bellingham	98225	0.29 Acres	1,898 SqFt	1,898 SqFt	Ludwig, Eric M
3802231093030000	741 Marine Dr	Bellingham	98225	38.91 Acres	5,097 SqFt	3,411 SqFt	Abc Recycling Realt
3802231095320000	3462 Bamboo Ln	Bellingham	98225	0.31 Acres	1,080 SqFt	1,080 SqFt	Lilliott, Arthur H
3802231285150000	3357 McAlpine Rd	Bellingham	98225	0.96 Acres	1,156 SqFt	1,156 SqFt	Welch, Gregory S
3802231285150001		Bellingham	98225	0.00 Acres			Drake, Sandra K
3802231304130000	3116 Mercer Ave	Bellingham	98225	3.51 Acres	20,000 SqFt	20,000 SqFt	Crystal Investments
3802231704850000	3155 Mercer Ave	Bellingham	98225	6.95 Acres	14,442 SqFt	14,442 SqFt	La Mirage Kiffmann
3802231754140002	804 Marine Dr	Bellingham	98225	2.24 Acres			Sba Towers IX LLC
3802231863680000	782 Marine Dr	Bellingham	98225	5.00 Acres	16,129 SqFt	16,129 SqFt	North West Book La
3802231953330000	766 Marine Dr	Bellingham	98225	0.95 Acres	10,404 SqFt	10,404 SqFt	Whatcom Patriot Prc

3802232024170000	3319 Marigold Ln	Bellingham	98225	0.27 Acres	2,201 SqFt	2,201 SqFt	Fleig, Mark F
3802232033190000	Marine Dr	Bellingham	98225	0.05 Acres			Whatcom County Fir
3802232054440000	1629 W 32nd Ln	Bellingham	98225	0.32 Acres	1,723 SqFt	1,723 SqFt	Sturgeon, John W
3802232072000000	723 Marine Dr	Bellingham	98225	0.74 Acres	1,084 SqFt	1,084 SqFt	Powell, Sterling J
3802232072180000	725 Marine Dr	Bellingham	98225	0.26 Acres	1,540 SqFt	1,540 SqFt	Smith, Setsuko
3802232082420000	727 Marine Dr	Bellingham	98225	1.00 Acres	1,290 SqFt	1,290 SqFt	Purdy, Thomas L
3802232084170000	3315 Marigold Ln	Bellingham	98225	0.21 Acres	1,624 SqFt	1,624 SqFt	Elwell, Spencer
3802232114090000	3121 Bennett Dr	Bellingham	98225	0.14 Acres	930 SqFt	930 SqFt	3223 Greenwood LL
3802232132800000	747 Marine Dr	Bellingham	98225	1.52 Acres	11,200 SqFt	11,200 SqFt	Life Church Of The /
3802232144160000	3311 Marigold Ln	Bellingham	98225	0.18 Acres	1,624 SqFt	1,624 SqFt	Gegner, Matthew
3802232182520000	715 Marine Dr	Bellingham	98225	0.29 Acres	1,988 SqFt	1,988 SqFt	Roberts, Patricia A
3802232183440000	3011 Bennett Dr	Bellingham	98225	0.45 Acres	778 SqFt	778 SqFt	Wheat, Patrick S
3802232193320000	3007 Bennett Dr	Bellingham	98225	0.90 Acres	5,900 SqFt	5,900 SqFt	Bennett Acre LLC
3802232202140000	Marine Dr	Bellingham	98225	0.11 Acres			Robinson, Beth A
3802232204300000	3133 Bennett Dr	Bellingham	98225	0.45 Acres	1,080 SqFt	1,080 SqFt	Zinkgraf, Matthew S
3802232212380000	717 Marine Dr	Bellingham	98225	0.31 Acres	1,632 SqFt	1,632 SqFt	Bennett, Holly L
3802232214360000	3135 Bennett Dr	Bellingham	98225	0.45 Acres	665 SqFt	665 SqFt	Wruck, Jeff
3802232223610000	3021 Bennett Dr	Bellingham	98225	0.90 Acres	1,104 SqFt	1,104 SqFt	McCaffery, Terry A
3802232224140000	3103 Bennett Dr	Bellingham	98225	0.24 Acres	1,364 SqFt	1,364 SqFt	Deol, Karanbir S
3802232233870000	3109 Bennett Dr	Bellingham	98225	0.51 Acres	1,120 SqFt	1,120 SqFt	Vvk Investments LLC
3802232233950000	3113 Bennett Dr	Bellingham	98225	0.39 Acres	888 SqFt	888 SqFt	Defries, Clinton A
3802232234220000	3131 Bennett Dr	Bellingham	98225	0.45 Acres	1,241 SqFt	1,241 SqFt	Toomes, Michael
3802232252520000	713 Marine Dr	Bellingham	98225	0.28 Acres	780 SqFt	780 SqFt	Pickett, Brandon K
3802232264090000	3119 Bennett Dr	Bellingham	98225	0.24 Acres	1,050 SqFt	1,050 SqFt	Fisher, Evan
3802232283080000	746 Marine Dr	Bellingham	98225	0.46 Acres	6,893 SqFt	6,893 SqFt	Kim, Chris Y
3802232292560000	709 Marine Dr	Bellingham	98225	0.14 Acres	1,280 SqFt	1,280 SqFt	Engels, Barbara

3802232311900000	2855 Seaview Circle	Bellingham	98225	0.53 Acres	1,844 SqFt	1,412 SqFt	Seaview Circle LLC
3802232322150000	2871 Seaview Circle	Bellingham	98225	0.18 Acres	1,235 SqFt	1,235 SqFt	Mukerjee, Anthony N
3802232322250000	2913 Seaview Circle	Bellingham	98225	0.19 Acres	1,396 SqFt	1,396 SqFt	McKenzie, Nevin R
3802232332200000	2875 Seaview Circle	Bellingham	98225	0.18 Acres	1,235 SqFt	1,235 SqFt	La Tan, V
3802232342370000	2925 Seaview Circle	Bellingham	98225	0.21 Acres	999 SqFt	999 SqFt	Dore, Ian
3802232342560000	707 Marine Dr	Bellingham	98225	0.15 Acres	1,215 SqFt	1,215 SqFt	Glenovich, Claudia
3802232352430000	2929 Seaview Circle	Bellingham	98225	0.22 Acres	1,532 SqFt	1,532 SqFt	Arnott, Kenneth L
3802232352470000	2933 Seaview Circle	Bellingham	98225	0.23 Acres	999 SqFt	999 SqFt	Asher, Kathryn L
3802232352570000	705 Marine Dr	Bellingham	98225	0.16 Acres	1,164 SqFt	1,164 SqFt	McCollough, Robert
3802232362340000	2921 Seaview Circle	Bellingham	98225	0.21 Acres	1,396 SqFt	1,396 SqFt	Bhachu, Sukhjiwan S
3802232364030000	3118 Bennett Dr	Bellingham	98225	0.45 Acres	864 SqFt	864 SqFt	Meyers, Robert W
3802232403880000	3012 Bennett Dr	Bellingham	98225	0.38 Acres	1,201 SqFt	1,201 SqFt	Burke, Trevor A
3802232404020000	3016 Bennett Dr	Bellingham	98225	0.38 Acres	1,767 SqFt	1,767 SqFt	McKay, Lydia M
3802232422550000	701 Marine Dr	Bellingham	98225	0.20 Acres	1,371 SqFt	1,371 SqFt	Le, Nhung
3802232422900000	3600 Bennett Dr	Bellingham	98225	0.23 Acres			Jack O Larson Rev T
3802232443040000	2904 Bennett Dr	Bellingham	98225	0.18 Acres	1,056 SqFt	1,056 SqFt	Carlson, Kenneth D
3802232443230000	2914 Bennett Dr	Bellingham	98225	0.15 Acres	1,224 SqFt	1,224 SqFt	Chernomorets, Vladi
3802232473540000	2910 Bennett Dr	Bellingham	98225	0.15 Acres	1,008 SqFt	1,008 SqFt	Lira, Alex S
3802232502100000	2916 Seaview Circle	Bellingham	98225	0.22 Acres	2,561 SqFt	2,561 SqFt	Tran, Bao Q
3802232502320000	Seaview Circle	Bellingham	98225	0.10 Acres			Tran, Bac
3802232522280000	2928 Seaview Circle	Bellingham	98225	0.19 Acres	1,240 SqFt	1,240 SqFt	Jones, Riley E
3802232522530000	2938 Seaview Circle	Bellingham	98225	0.17 Acres	1,136 SqFt	1,136 SqFt	Facunda-Puerta, Ca
3802232523300000	3000 Bennett Dr	Bellingham	98225	0.45 Acres	1,704 SqFt	1,704 SqFt	Bell, Terry E
3802232542140000	2920 Seaview Circle	Bellingham	98225	0.24 Acres	1,768 SqFt	1,768 SqFt	Rood, Kenneth O
3802232542500000	2936 Seaview Circle	Bellingham	98225	0.20 Acres	1,257 SqFt	1,257 SqFt	McDonald, David T
3802232543720000	3240 Cedarwood Av	Bellingham	98225	0.45 Acres	1,071 SqFt	1,071 SqFt	Eggert, Ronald L

3802232543800000	3104 Bennett Dr	Bellingham	98225	0.45 Acres	2,320 SqFt	2,320 SqFt	Bennett 3104 LLC
3802232552260000	2924 Seaview Circle	Bellingham	98225	0.26 Acres	2,160 SqFt	2,160 SqFt	Smith, Daron L
3802232553930000	3233 Cedarwood Av	Bellingham	98225	0.77 Acres	7,560 SqFt	7,560 SqFt	Larson, Eric J
3802232572220000	2922 Seaview Circle	Bellingham	98225	0.26 Acres	1,220 SqFt	1,220 SqFt	La Anh
3802232573900000	3110 Bennett Dr	Bellingham	98225	0.90 Acres	1,820 SqFt	1,820 SqFt	Mart, Paul L
3802232574100000	3122 Bennett Dr	Bellingham	98225	0.45 Acres	954 SqFt	954 SqFt	Saxton, Mace D
3802232574180000	3130 Bennett Dr	Bellingham	98225	0.90 Acres	1,904 SqFt	1,137 SqFt	Taunton, Ricky D
3802232622430000	2932 Seaview Circle	Bellingham	98225	0.17 Acres	866 SqFt	866 SqFt	K & D Property Man
3802232702350000	683 Marine Dr	Bellingham	98225	0.21 Acres	1,082 SqFt	1,082 SqFt	Nguyen, Quynh
3802232733860000	3224 Cedarwood Av	Bellingham	98225	0.57 Acres	1,008 SqFt	1,008 SqFt	Moegling, Kristen
3802233092570000	710 Marine Dr	Bellingham	98225	0.82 Acres	4,134 SqFt	4,134 SqFt	Grove Inc
3802233144070000	3097 Greenwood Av	Bellingham	98225	0.13 Acres	2,297 SqFt	2,297 SqFt	Lacic, John J
3802233253210000	742 Marine Dr	Bellingham	98225	5.90 Acres	14,643 SqFt	14,643 SqFt	Port Of Bellingham
3802233292580001	700 Marine Dr	Bellingham	98225	0.66 Acres	2,400 SqFt	2,400 SqFt	Rcs LLC
3802251254400000	2655 S Harbor Loop	Bellingham	98225	162.61 Acres	8,320 SqFt	8,320 SqFt	Port Of Bellingham
3802251254400001	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,210 SqFt	1,210 SqFt	James E Cullinan R
3802251254400002	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,210 SqFt	1,210 SqFt	K & B Boathouse LL
3802251254400003	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,372 SqFt	1,372 SqFt	San Juan Sol LLC
3802251254400004	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,155 SqFt	1,155 SqFt	Goetz, Robert R
3802251254400005	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,500 SqFt	1,500 SqFt	San Juan Skipper LL
3802251254400006	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,210 SqFt	1,210 SqFt	Balolia, Shiraz
3802251254400007	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,500 SqFt	1,500 SqFt	Malibu Bayside LLC
3802251254400008	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,197 SqFt	1,197 SqFt	Alvord, Jeff
3802251254400009	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,568 SqFt	1,568 SqFt	Haskell Corp
3802251254400010	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,226 SqFt	1,226 SqFt	Morse, Jr David C
3802251254400011	Squalicum Harbor #4	Bellingham	98225	0.00 Acres	1,960 SqFt	1,960 SqFt	Bonum Vitae LLC

3802251254400012	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,155 SqFt	1,155 SqFt	Corning, Mike
3802251254400013	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,960 SqFt	1,960 SqFt	Gst, Marc B Haggen
3802251254400014	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	990 SqFt	990 SqFt	Sofie Jr, Daniel
3802251254400015	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,505 SqFt	1,505 SqFt	Montag, Richard
3802251254400016	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,400 SqFt	1,400 SqFt	O'Keefe, Casey
3802251254400017	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,960 SqFt	1,960 SqFt	Haggen, Richard R
3802251254400019	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,750 SqFt	1,750 SqFt	Walker, Robert
3802251254400020	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,210 SqFt	1,210 SqFt	Larsen, Karl W
3802251254400022	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Becker, Paul
3802251254400023	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Winston Marine LLC
3802251254400024	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Squalicum Boathous
3802251254400025	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,000 SqFt	1,000 SqFt	Bornstein Seafoods
3802251254400026	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,000 SqFt	1,000 SqFt	Senuty, Erik J
3802251254400027	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,000 SqFt	1,000 SqFt	Pedlow Family Trust
3802251254400028	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	975 SqFt	975 SqFt	Bedell, Darren
3802251254400029	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Repanich, Frank
3802251254400030	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	975 SqFt	975 SqFt	Johnson, Simon R
3802251254400031	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Packard, Woodley
3802251254400032	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,232 SqFt	1,232 SqFt	Wetterhaus LLC
3802251254400033	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Jones, Jonathan M
3802251254400034	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,375 SqFt	1,375 SqFt	Schjelderup, Roger I
3802251254400035	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Young, Victor
3802251254400036	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,300 SqFt	1,300 SqFt	Grahn, Michael
3802251254400037	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Warner, Robert
3802251254400038	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,375 SqFt	1,375 SqFt	MI Enfield LLC
3802251254400039	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Fincayra LLC

3802251254400040	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,450 SqFt	1,450 SqFt	Richards, Byron J
3802251254400041	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,375 SqFt	1,375 SqFt	Kimsey, Robert A
3802251254400042	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	900 SqFt	900 SqFt	Wellman, Brian J
3802251254400043	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	810 SqFt	810 SqFt	Black, Charles
3802251254400044	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Banjanin, Milan
3802251254400045	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Van Fleet, Edward R
3802251254400046	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Allsop, James D
3802251254400047	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Richard G Westerop
3802251254400048	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Goodhope, Sten
3802251254400049	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,220 SqFt	1,220 SqFt	Henifin, Jaime
3802251254400050	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	McCallum, Steven J
3802251254400051	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,020 SqFt	1,020 SqFt	Plank, Scott J
3802251254400052	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Greenberg, Mark
3802251254400053	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,020 SqFt	1,020 SqFt	Greening, Julian
3802251254400054	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Carlson, Lisa
3802251254400055	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,020 SqFt	1,020 SqFt	Haskell, Troy
3802251254400056	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Tiscornia, John F
3802251254400057	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	1,020 SqFt	1,020 SqFt	Bootshaus LLC
3802251254400058	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Smith, Robert F
3802251254400059	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	800 SqFt	800 SqFt	Tytech LLC
3802251254400060	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Vasquez, Francine A
3802251254400061	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Jansen, Guy
3802251254400062	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	680 SqFt	680 SqFt	Roberts, Michael
3802251254400063	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Meggyesy, Michael
3802251254400064	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	850 SqFt	850 SqFt	Campion, Mike
3802251254400065	Squalicum Harbor #:	Bellingham	98225	0.00 Acres	820 SqFt	820 SqFt	Robinson, Neil

3802251254400066	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,000 SqFt	1,000 SqFt	Fritz, Kirkland
3802251254400067	Squalicum Harbor #	Bellingham	98225	0.00 Acres	800 SqFt	800 SqFt	Northwest Marine In
3802251254400068	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,000 SqFt	1,000 SqFt	Jentz, Tom
3802251254400069	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,350 SqFt	1,350 SqFt	Brown, Daniel C
3802251254400070	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,125 SqFt	1,125 SqFt	Goldfogel, Gary A
3802251254400071	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,350 SqFt	1,350 SqFt	Wilson, Rick
3802251254400072	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,125 SqFt	1,125 SqFt	Lecocq, Charles
3802251254400073	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,464 SqFt	1,464 SqFt	John McCartney & C
3802251254400074	Squalicum Harbor #	Bellingham	98225	0.00 Acres	1,464 SqFt	1,464 SqFt	Ershig, Herbert A
3802251254400075	Squalicum Harbor #	Bellingham	98225	0.00 Acres	900 SqFt	900 SqFt	Sea Level Charters I
3802251254400076	Squalicum Harbor #	Bellingham	98225	0.00 Acres	900 SqFt	900 SqFt	Haniel LLC
3802251254400077	Squalicum Harbor #	Bellingham	98225	0.00 Acres	900 SqFt	900 SqFt	Culver, Kenneth L
3802251254400078	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	Hilleary Rev Trust
3802251254400079	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	All, John
3802251254400080	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	Wehmeyer, Mark
3802251254400081	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	2ms Investments LL
3802251254400082	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	Wright, Kyle
3802251254400083	Squalicum Harbor #	Bellingham	98225	0.00 Acres	738 SqFt	738 SqFt	Jl Living Trust
3802251254400098	2625 S Harbor Loop	Bellingham	98225	0.00 Acres	7,922 SqFt	7,922 SqFt	Bellingham Yacht Cl
3802251254400099	851 Coho Way	Bellingham	98225	0.00 Acres	15,056 SqFt	15,056 SqFt	Bml Properties LLC
3802251254400100	2800 Roeder Ave	Bellingham	98225	0.00 Acres			Reisner Distributor Ir
3802251254400101	2696 Roeder Ave	Bellingham	98225	0.00 Acres	7,680 SqFt	7,680 SqFt	Spring Street Towers
3802251254400102	2633 Harbor Loop	Bellingham	98225	0.00 Acres	1,500 SqFt	1,500 SqFt	Squalicum Yacht Cl
3802251254400104	2825 Roeder Ave	Bellingham	98225	0.00 Acres	7,250 SqFt	7,250 SqFt	Bellingham Cold Sto
3802251254400105	2551 Roeder Ave	Bellingham	98225	0.00 Acres	2,068 SqFt	2,068 SqFt	Curran Holdings LLC
3802251254400106	Squalicum Harbor	Bellingham	98225	0.00 Acres	576 SqFt	576 SqFt	Harbor Marine Fuel

3802251254400107	717 Squalicum Way	Bellingham	98225	0.00 Acres	5,608 SqFt	5,608 SqFt	Apt Marine & Charte
3802251254400111	2925 Roeder Ave	Bellingham	98225	0.00 Acres	24,129 SqFt	24,129 SqFt	Gaston Bay Develop
3802251254400112	2929 Roeder Ave	Bellingham	98225	0.00 Acres	116,010 SqFt	116,010 SqFt	Gn Plywood Inc
3802251254400113	1001 Hilton Ave	Bellingham	98225	0.00 Acres	14,618 SqFt	14,618 SqFt	Starlight One LLC
3802251254400115	2121 Roeder Ave	Bellingham	98225	0.00 Acres	2,016 SqFt	2,016 SqFt	Sea Ray Sport Yach

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La Mirage Kiffmann LLC
8380 Miramar Mall Ste 233
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Sba Towers IX LLC
8051 Congress Ave
Boca Raton FL 33487

North West Book Land Holding
Company Inc
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Whatcom Patriot Properties LLC
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Riley & Bailey Jones
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Carmen Facunda-Puerta & Aaron
Pelayo-Puerta
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Bonum Vitae LLC
18305 S Vaughn Rd
Vaughn WA 98394

Mike Corning
2500 Elm St Ste 15
Bellingham WA 98225

Marc Gst
2433 Northshore Rd
Bellingham WA 98226

Daniel Sofie Jr & Elaine Sofie
8838 Goshawk Rd
Blaine WA 98230

Richard Montag
1833 Northshore Rd
Bellingham WA 98226

Casey & Karen O'Keefe
2165 Northshore Rd
Bellingham WA 98226

Richard Haggan
2433 Northshore Dr
Bellingham WA 98226

Robert & Scott Walker
4108 Hannegan Rd
Bellingham WA 98226

Karl & Katherine Larsen
2336 Yew Street Rd
Bellingham WA 98229

Paul Becker & Donna McColm-
Becker
3668 Vineyard Dr
Bellingham WA 98226

Winston Marine LLC
3212 Mt Baker Hwy
Bellingham WA 98226

Squalicum Boathouse Condominium
Pde6 LLC
4508 Wall Street
Bellingham WA 98229

Bornstein Seafoods Inc
PO Box 188
Bellingham WA 98227

Erik Senuty & Ione Adams
2813 Eldridge Ave
Bellingham WA 98225

Pedlow Family Trust 2006
225 Middlefield Rd
Bellingham WA 98225

Darren Bedell
4742 Sucia Dr
Ferndale WA 98248

Frank Repanich
2814 Flint St
Bellingham WA 98226

Simon Johnson
516 Briar Rd
Bellingham WA 98225

Woodley & Elizabeth Packard
4704 Noon Rd
Bellingham WA 98226

Wetterhaus LLC
322 Chuckanut Point Rd
Bellingham WA 98229

Jonathan Jones
6058 E Hemmi Ln
Bellingham WA 98226

Roger Schjelderup
1208 Raymond St
Bellingham WA 98229

Victor & Brooke Young
4724 Bedford Ave
Bellingham WA 98226

Michael & Brenda Grahn
4316 Landmark Dr
Mount Vernon WA 98274

Robert & Wendy Warner
421 Parkridge Rd
Bellingham WA 98225

MI Enfield LLC
1064 Birch Bay Lynden Rd
Lynden WA 98264

Fincayra LLC
500 Bayside Rd
Bellingham WA 98225

Byron Richards & Susan Hunt
4657 Wade St
Bellingham WA 98226

Robert & Susan Kimsey
3837 E Evelyn Dr
Salt Lake City UT 84124

Brian Wellman
829 Chuckanut Shore Rd
Bellingham WA 98229

Charles & Elizabeth Black
7018 Highlands Dr NE
Olympia WA 98516

Milan & Claire Banjanin
2064 Dellesta Dr
Bellingham WA 98226

Edward Van Fleet
1523 Willeys Lake Rd
Ferndale WA 98248

James & Darcy Allsop
913 Squalicum Way
Bellingham WA 98225

Richard G Westerop & Pete C
Dawson 50
112 E Maple St #101
Bellingham WA 98225

Sten Goodhope
14424 W Robertson Dr
Sun City West AZ 85375

Jaime & Lynne Henifin
17 Strawberry Pt Rd
Bellingham WA 98229

Steven & Patricia McCallum
3212 Cottonwood Ave
Bellingham WA 98225

Scott Plank & Corina Hardin
3843 Bancroft Rd
Bellingham WA 98225

Mark Greenberg
PO Box 31865
Bellingham WA 98228

Julian & Michelle Greening
129 Hawthorne Rd
Bellingham WA 98225

Lisa & Terry Carlson
1775 McAbee Ln
Bellingham WA 98226

Troy Haskell
530 Bayside Rd
Bellingham WA 98225

John & Paula Tiscornia
5646 E Mercer Way
Mercer Island WA 98040

Bootshaus LLC
1323 Chuckanut Dr
Bellingham WA 98229

Robert Smith
618 W Lake Samish Dr
Bellingham WA 98229

Tytech LLC
2719 E 3rd Ave
Denver CO 80206

Francine Vasquez & Norman Brown
9703 49th Ave NE
Seattle WA 98115

Guy Jansen
8062 Saddlebrook Dr
Lynden WA 98264

Michael Roberts
1610 Northshore Dr
Bellingham WA 98226

Michael Meggyesy
1416 36th St
Bellingham WA 98229

Mike Champion
PO Box 29314
Bellingham WA 98228

Neil & Kathryn Robinson
1767 Geneva Shore Ln
Bellingham WA 98229

Kirkland Fritz
1439 Calle Las Casas
Roseville CA 95747

Northwest Marine Industries
809 Harris Ave Bldg 6
Bellingham WA 98225

Tom Jentz
1200 Broad St
Bellingham WA 98229

Daniel Brown
638 Fieldston Rd
Bellingham WA 98225

Gary Goldfogel
406 Bayside Rd
Bellingham WA 98225

Rick Wilson
290 Briar Rd
Bellingham WA 98225

Charles Lecocq
418 S Clarkwood Dr
Bellingham WA 98225

John McCartney & Gail Lapetina
2021 Joint Trust/Tr
3908 Ruston Way
Bellingham WA 98226

Herbert Ershig
22 Shorewood Dr
Bellingham WA 98225

Sea Level Charters LLC
2961 Haxton Way
Bellingham WA 98226

Haniel LLC
1685 H Street
Blaine WA 98230

Kenneth Culver
1001 16th St
Bellingham WA 98225

Hilleary Rev Trust
1857 Northshore Rd
Bellingham WA 98226

John & Joe All
1802 Rainier Ave
Bellingham WA 98229

Mark Wehmeyer
2103 S Nugent Rd
Lummi Island WA 98262

2ms Investments LLC
820 Rose Ln
Lynden WA 98264

Kyle & Cassandra Wright
1124 15th Street
Bellingham WA 98225

Jl Living Trust
324 N Garden Ter
Bellingham WA 98225

Bellingham Yacht Club
2625 S Harbor Loop
Bellingham WA 98225

Bml Properties LLC
114 W Magnolia St Ste 201
Bellingham WA 98225

Reisner Distributor Inc
310 Commercial Ave
Anacortes WA 98221

Spring Street Towers LLC
9405 Turnstone Ln
Blaine WA 98230

Squalicum Yacht Club
2633 S Harbor Loop Dr
Bellingham WA 98225

Bellingham Cold Storage Co
PO Box 895
Bellingham WA 98227

Curran Holdings LLC
2551 Roeder Ave
Bellingham WA 98225

Harbor Marine Fuel
PO Box 29913
Bellingham WA 98228

Apt Marine & Charter Svcs LLC
717 Squalicum Way
Bellingham WA 98225

Gaston Bay Development
197b Yacht Haven Rd
Friday Harbor WA 98250

Gn Plywood Inc
PO Box 997
Bellingham WA 98227

Starlight One LLC
1001 Hilton Ave
Bellingham WA 98225

Sea Ray Sport Yachts Inc
3201 Fairview Ave E
Seattle WA 98102

When Recorded Return to:

Anna Revelle Stock
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323

FIRST AMERICAN
NCS-1028029-0R1

BARGAIN AND SALE DEED

Reference Number(s) of Documents assigned or released: None.

Grantor: Lehigh Northwest Cement Company, a Washington corporation, who originally acquired title as Tilbury Cement Company, a Washington corporation

Grantee: A.B.C. Recycling Realty Corp., a Washington corporation

Abbreviated Legal: PTN OF ENOCH DON CLAIM (PTN OF GOV'T LOTS 3 & 4), S23, T38N, R2E

Situate in the County of Whatcom, State of Washington

Tax Parcel No: PTN 3802231243020000 (PID 49701)

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lehigh Northwest Cement Company, a Washington corporation, who originally acquired title as Tilbury Cement Company, a Washington corporation ("**Grantor**"), hereby bargains, sells, and conveys to A.B.C. Recycling Realty Corp., a Washington corporation ("**Grantee**"), that certain real property located in Whatcom County, State of Washington, more particularly described in Exhibit A-1, attached hereto.

SUBJECT TO Those matters set forth on Exhibit B-1, Exhibit C-1 AND the release contained in Exhibit D-1 attached hereto and incorporated herein by this reference.

The Grantor for itself and its successors in interest do, by these presents, expressly limit the covenants of this deed to those expressed herein and do hereby covenant that, against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

[Remainder of page left blank. Signature and Acknowledgement page follows.]

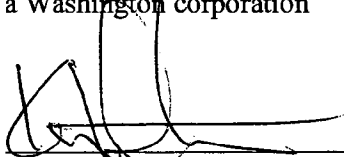
{04181502.DOC;1 }

Signature page to Bargain and Sale Deed

This Bargain and Sale Deed is executed as of the 20 day of April, 2021.

GRANTOR:

LEHIGH NORTHWEST CEMENT COMPANY,
a Washington corporation



By: Kent Stuehmer
Its: Vice President Cement Operations

Notary Acknowledgment on following page.

NOTARIAL CERTIFICATE

CANADA) TO ALL WHOM THESE
PROVINCE OF) PRESENTS MAY COME,
British Columbia) BE SEEN, OR KNOWN:

TO WIT:

I, Sophie Marshall, a Lawyer and Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in the City of Vancouver, British Columbia, Canada

DO CERTIFY AND ATTEST that the document hereto annexed, Bargain and Sale Deed, was signed by Kent Stuehmer in my presence. I confirm that Kent Stuehmer produced his BC drivers license No. 6198352 evidencing his identity, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office.

Dated at the City of Delta, in the Province of British Columbia, this 20th day of April, 2021.

Original signed by:

[Handwritten signature of Sophie Marshall]
Sophie Marshall

A Notary Public in and for the Province of BC
A Commissioner of Oaths in and for the Province of BC
A Member of the Law Society of BC

Firm: Lawson Lundell LLP
Address:
Phone:

SOPHIE MARSHALL
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

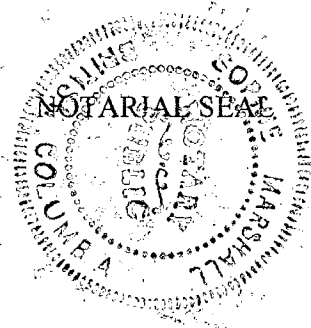


EXHIBIT A-1
Legal Description

A TRACT OF LAND LYING WITHIN THE COMPTON DONATION LAND CLAIM, SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN IN WHATCOM COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449; THENCE SOUTH 48°45'40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY; THENCE NORTH 48°44'10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE DRIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH 15, 2012, A DISTANCE OF 926.92 FEET; THENCE NORTH 48°44'11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 408.32 FEET; THENCE NORTH 48°46'35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE COMPTON DONATION LAND CLAIM, AND THE HERE COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY;

THENCE SOUTH 01°47'30" WEST, ALONG SAID COINCIDENT COMPTON DONATION LAND CLAIM AND ELDRIDGE DONATION LAND CLAIM BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 01°47'30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON DONATION LAND CLAIM AND ELDRIDGE DONATION LAND CLAIM BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD

TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10°41'48" EAST;

THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22°59'14", AN ARC LENGTH OF 280.84, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33°41'02" EAST; THENCE NORTH 56°18'58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33°42'04" WEST;

THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14°23'56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19°18'07" WEST;

THENCE NORTH 70°42'09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE COMPTON DONATION LAND CLAIM ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AUDITOR'S FILE NO. 56428, AND TO THAT PORTION OF SAID DONATION LAND CLAIM ORIGINALLY CONVEYED AS THE CHAMPION MCDONALD TRACT (JULY 20, 1909), AND SAID POINT OF INTERSECTION BEARS SOUTH 05°14'11" WEST, 928.84 FEET DISTANT, FROM THE CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE NORTH 27°16'09" EAST, ALONG SAID COMMON BOUNDARY, 712.59 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF MARINE DRIVE;

THENCE SOUTH 48°46'35" EAST ALONG SAID SOUTH MARGIN, 1782.27 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY COMMON TO THE COMPTON DONATION LAND CLAIM AND THE ELDRIDGE DONATION LAND CLAIM, SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED ADJUSTED PARCEL OF LAND.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B-1
Permitted Encumbrances

1. Unrecorded leaseholds and/or month-to-month tenancies, if any.
2. The terms and provisions contained in the document entitled "Statement of Intent to Collect Connection Fee" recorded January 25, 2005 as Instrument No. 2050103719 of Official Records.

3. Easement for sewer, light and other utilities, reserved pursuant to;

Ordinance No.: 10481
In favor of: City of Bellingham

Said Ordinance was recorded March 11, 1994 under Auditor's File No. 940311131, records of Whatcom County, Washington.

Ordinance No. 10481 was amended or modified by Ordinance No. 10676 recorded on December 20, 1996 under Auditor's File No. 961220093, records of Whatcom County, Washington.

4. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;

Recorded: October 15, 2003
Recording No.: 2031003917
Records of: Whatcom County, Washington
To: Puget Sound Energy, Inc., a Washington corporation
Affects: Portion of said premises

5. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;

Recorded: April 6, 2004
Recording No.: 2040400970
Records of: Whatcom County, Washington
To: Puget Sound Energy, Inc., a Washington corporation
Affects: Portion of said premises

Said instrument has been amended or modified by the following instrument;

Recorded: October 13, 2009
Recording No.: 2091001303

6. Any change in the boundary or legal description of the land described herein due to a shift or change in the high water line of Bellingham Bay.

7. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control or regulation by the United States of America in exercise of power over navigation.
8. Any question that may arise as to the location of the lateral boundaries of the tideland or shorelands.

**EXHIBIT C-1
Use Restriction**

The Grantee and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years, shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Grantor.

EXHIBIT D-1
Environmental Release

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED FOR STORAGE OF EQUIPMENT AND MATERIALS USED IN THE CEMENT PLANT AND CLINKER GRINDING FACILITY, AND LEASED TO STORE CONTAINERS, SCRAP METAL AND CONCRETE LOCK BLOCKS. GRANTEE ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. GRANTEE IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. GRANTEE HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND PROPERTY INFORMATION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY USE; OR (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS MATERIALS, AND GRANTEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH GRANTEE HAS OR MAY HAVE AGAINST GRANTOR, ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY (COLLECTIVELY, "CLAIMS"). NOTWITHSTANDING THE FOREGOING, GRANTEE'S RELEASE OF GRANTOR SHALL NOT BE EFFECTIVE AGAINST, AND GRANTEE SHALL HAVE NO OBLIGATION TO WAIVE CLAIMS AGAINST GRANTOR FROM LIABILITIES: (w) RESULTING FROM OFF-SITE MIGRATION OF HAZARDOUS SUBSTANCES RELEASED ONTO THE REAL PROPERTY IN CONNECTION WITH SELLER'S HISTORIC CEMENT MANUFACTURING OPERATIONS FROM THE REAL PROPERTY ONTO GRANTOR'S ADJACENT PROPERTY; (x) CAUSED BY THE ON-SITE MIGRATION OF HAZARDOUS SUBSTANCES ONTO THE REAL PROPERTY FROM GRANTOR'S ADJACENT

PROPERTY; (y) ARISING FROM GRANTOR'S ILLEGAL OR GROSSLY NEGLIGENT ACTIONS OR WILLFUL MISCONDUCT; OR (z) RELATING TO GRANTOR'S ACTIVE CONCEALMENT OR INTENTIONAL MISREPRESENTATION OF SUCH CLAIMS.

GRANTEE IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND GRANTEE HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS, GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES, AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT OR BEFORE CLOSING).

FOLLOWING THE CLOSING, TO THE EXTENT PERMITTED BY LAW, GRANTEE WAIVES AND RELEASES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS (COLLECTIVELY, "LIABILITIES"). GRANTEE ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE GRANTEE'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS. NOTWITHSTANDING THE FOREGOING, GRANTEE'S RELEASE OF GRANTOR'S SUCCESSORS AND ASSIGNS AS PROVIDED HEREIN SHALL NOT BE EFFECTIVE AGAINST, AND GRANTEE SHALL HAVE NO OBLIGATION TO DISCHARGE GRANTOR FROM LIABILITIES: (w) RESULTING FROM OFF-SITE MIGRATION OF HAZARDOUS SUBSTANCES RELEASED ONTO THE REAL PROPERTY IN CONNECTION WITH SELLER'S HISTORIC CEMENT MANUFACTURING OPERATIONS FROM THE REAL PROPERTY ONTO GRANTOR'S ADJACENT PROPERTY; (x) CAUSED BY THE ON-SITE MIGRATION OF HAZARDOUS SUBSTANCES ONTO THE REAL PROPERTY FROM GRANTOR'S ADJACENT PROPERTY; (y) ARISING FROM GRANTOR'S ILLEGAL OR GROSSLY NEGLIGENT ACTIONS OR WILLFUL MISCONDUCT; OR (z) RELATING TO GRANTOR'S ACTIVE CONCEALMENT OR INTENTIONAL MISREPRESENTATION OF SUCH CLAIMS.

Order# 1023887

Reference No: N/A

Property and Ownership Information			
Name	A.B.C. Recycling Reality Corp.	Completed Date	10/18/2023
		Index Date	10/13/2023
Property Address	3802231063740000, Bellingham, WA 98225	Report Type	Full (Two Owner) Search
APN# / Parcel# / PIN#	3802231063740000	County	Whatcom
Title Defect Category			
Alert Note:			

Vesting Information			
Grantee(s)/Deed Owner	A.B.C. Recycling Reality Corp.	Deed Date	04/20/2021
Grantor / Prior Owner	Lehigh Northwest Cement Company, who originally acquired title as Tilbury Cement Company	Recorded Date	04/22/2021
Instrument#	2021-0404007	Book#	
Consideration (\$)	10.00	Page#	
Sale Price(\$)		Deed Type	Bargain and Sale
Notes			

Chain Of Title 1			
Grantee(s)/Deed Owner	Lehigh Northwest Cement Company	Deed Date	03/18/2021
Grantor / Prior Owner	Lehigh Northwest Cement Company	Recorded Date	04/05/2021
Instrument#	2021-0400642	Book#	
Consideration (\$)		Page#	
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes			

Chain Of Title 2			
Grantee(s)/Deed Owner	TILBURY CEMENT COMPANY, a Washington Corporation	Deed Date	09/23/1987
Grantor / Prior Owner	Archie E. Kovanen, Trustee in Bankruptcy for COLUMBIA NORTHWEST CORPORATION, a Delaware Corporation	Recorded Date	07/24/1992
Instrument#	920724056	Book#	263
Consideration (\$)		Page#	1603
Sale Price(\$)		Deed Type	Deed
Notes			

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Recorders, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.

Open Mortgages Information

No open mortgages found.

Active Judgments and Liens

No active judgments or liens found.

Property Tax Status

Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due Paid)	Good Through	Amount(\$)
Parcel # 3802231063740000						
2023	Combined	1st	Paid	04/30/2023		14,657.37
2023	Combined	2nd	Due	10/31/2023		14,657.27

Tax Status Disclaimer

Please note that ProTitleUSA has made every effort to ensure the accuracy of this tax information. With that said, ProTitleUSA will not assume responsibility for any inaccuracies in the tax reporting as collecting agencies continually modify and update their records. If at any time it appears that a tax amount has been adjusted, please contact us immediately so we can investigate and update our records accordingly. Exact charges and figures depend on many factors which can be detailed by local officials. The tax information contained within this report was the most accurate information available at the time the search was completed. This data will not appear on any title policy as this is solely for informational purposes.

Property Tax Assessment

Parcel #	3802231063740000	Annual Tax Amount	29,314.54
	<p>AN ADJUSTED PARCEL OF LAND, BEING A PORTION OF AN UN-PLATTED TRACT OF LAND WITHIN THE COMPTON DONATION LAND CLAIM (COMPTON DLC), SAID COMPTON DLC BEING PORTIONS OF GOVERNMENT LOTS 3 AND 4 (NOMINALLY THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M., SAID UN-PLATTED TRACT BEING THAT PORTION OF SAID COMPTON DLC AND PROXIMATE ADJACENT WASHINGTON STATE TIDELAND LOT 2, PER THE PLAT OF WHATCOM COUNTY TIDE-LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, RECORDED IN THE OFFICE OF THE PUBLIC LANDS COMMISSIONER OF WASHINGTON STATE, AS ORIGINALLY CONVEYED TO THE OLYMPIC PORTLAND CEMENT COMPANY 8Y THAT STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 148000, AND SAID ADJUSTED PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGÄN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449; THENCE SOUTH 48 45' 40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY; THENCE NORTH 48 44' 10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE ORIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH</p>		

This title report was performed in accordance with generally accepted standards. ProTitleUSA does not guarantee the completeness, currency or accuracy of this report and will not assume responsibilities for misrepresented information due to clerical indexing errors such as but not limited to misspellings and inaccurate property descriptions. ProTitleUSA is not liable for any loss resulting from or caused by information data sources such as Treasurers, Recorders, County Clerks, Township Officials, Collection Attorneys and similar entities. This report is a search to reflect the recorded information of public record at the county level. It does not include any matters related to information held at the township level, unless specifically ordered. ProTitleUSA is not responsible for reporting items that are outside of the scope of the search. This report is for informational purposes only.



Legal Description

15, 2012, A DISTANCE OF 926.92 FEET; THENCE NORTH 48° 44' 11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 108.32 FEET; THENCE NORTH 48° 46' 35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE AFOREMENTIONED COMPTON DLC, AND THE HERE COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY; THENCE SOUTH 01° 47' 30" WEST, ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF THE AFOREMENTIONED MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE AFOREMENTIONED UN-PLATTED PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE UN-PLATTED PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED ADJUSTED PARCEL OF LAND: THENCE SOUTH 01 47' 30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10 41' 48" EAST; THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22 59' 14", AN ARC LENGTH OF 280.84, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33 41' 02" EAST; THENCE NORTH 56 18' 58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33° 42' 04" WEST; THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14° 23' 56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19° 18' 07" WEST; THENCE NORTH 70 42' 09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE AFOREMENTIONED COMPTON DLC ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AFN 56428, AND TO THE THAT PORTION OF SAID DLC ORIGINALLY CONVEYED AS THE CHAMPION-MCDONALD TRACT (JULY 20, 1909), AND SAID POINT OF INTERSECTION BEARS SOUTH 0S 14' 11" WEST, 928.84 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995; THENCE NORTH 27° 16' 09" EAST, ALONG SAID COMMON BOUNDARY, 712.59 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED SOUTH MARGIN OF MARINE DRIVE: THENCE SOUTH 48° 46' 35" EAST ALONG SAID SOUTH MARGIN, 1782.27 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED BOUNDARY COMMON TO THE COMPTON DLC AND THE ELDRIDGE DLC, SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED ADJUSTED PARCEL OF LAND. CONTAINS 19.69 ACRES, MORE OR LESS. SITUATE IN WHATCOM COUNTY, WASHINGTON.

Tax Year	Land Value(\$)	Improvements(\$)	Home Exemp(\$)	Total Assessed(\$)
2023	0.00	0.00	0.00	3,001,937.00

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Additional Information

HOA Name:

1. ORDINANCE, DATED 11/22/1993 AND RECORDED ON 03/11/1994 IN BOOK AND 377 PAGE 611 IN INSTRUMENT NO 940311131
2. ORDINANCE, DATED 10/06/1995 AND RECORDED ON 12/20/1996 IN BOOK AND 534 PAGE 296 IN INSTRUMENT NO 961220093
3. EASEMENT, DATED 09/24/2003 AND RECORDED ON 10/15/2003 IN INSTRUMENT NO. 2031003917
4. EASEMENT, DATED 03/25/2004 AND RECORDED ON 04/06/2004 IN INSTRUMENT NO. 2040400970
5. AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT, DATED 09/15/2009 AND RECORDED ON 10/13/2009 IN INSTRUMENT NO. 2091001303
6. STATEMENT OF INTENT TO COLLECT CONNECTION FEE, DATED 01/19/2005 AND RECORDED ON 01/25/2005 IN INSTRUMENT NO. 2050103719
7. QUIT CLAIM DEED, DATED 11/28/2011 AND RECORDED ON 11/30/2011 IN INSTRUMENT NO. 2111103174

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Whatcom County Assessor & Treasurer

Property Search Results > 188503 A B C RECYCLING REALTY CORP for Year 2022 - 2023

Property

Account

Property ID:	188503	Abbreviated Legal Description:	THAT PTN OF ENOCH COMPTON DON CLAIM DAF-BEG ON SLY LI OF MARIETTA RD 992.4 FT S-613.2 FT E OF NW COR SEC 23 BEING COR COMM TO SECS 14-15-22-23-TH S 25 DEG 50'00" W 1170 FT M/L TO GOVT MEANDER LI OF BELLINGHAM BAY-TH SELY FOL SD MEANDER LI TO SE COR OF		
Parcel # / Geo ID:	3802231063740000	Agent Code:			
Type:	Real				
Tax Area:	1110 - 501 R L F8 W2	Land Use Code	91		
Open Space:	N	DFL	N		
Historic Property:	N	Remodel Property:	N		
Multi-Family Redevelopment:	N				
Township:	T38N	Section:	23		
Range:	R02E	Legal Acres:	19.6900		

Location

Address:	MARINE DR BELLINGHAM, WA	Mapsc0:			
Neighborhood:	6010027400	Map ID:	6RG_AIRPRT		
Neighborhood CD:	6010027400				

Owner

Name:	A B C RECYCLING REALTY CORP	Owner ID:	579053		
Mailing Address:	2219 RIMLAND DR STE 301 BELLINGHAM, WA 98226-8759	% Ownership:	100.0000000000%		
		Exemptions:			

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.


Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2023 - 120311 (Balance)	\$14654.77	\$2.50	\$0.00	\$0.00	\$14657.27

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/13/2023

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2023	120311	\$14657.37	\$14657.27	\$0.00	\$0.00	\$14657.37	\$14657.27
▶ Statement Details							
2022	121190	\$16251.18	\$16251.09	\$0.00	\$0.00	\$32502.27	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$3,001,937

(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$0	\$0

(=) Market Value:	=	\$3,001,937	
(-) Productivity Loss:	-	\$0	

(=) Subtotal:	=	\$3,001,937	
(+) Senior Appraised Value:	+	\$0	
(+) Non-Senior Appraised Value:	+	\$3,001,937	

(=) Total Appraised Value:	=	\$3,001,937	
(-) Senior Exemption Loss:	-	\$0	
(-) Exemption Loss:	-	\$0	

(=) Taxable Value:	=	\$3,001,937	

Map List

Map No.	Map Area
1	Whole section
2	NE Quarter
3	NW Quarter
4	SW Quarter
5	SE Quarter

Taxing Jurisdiction

Owner: A B C RECYCLING REALTY CORP
 % Ownership: 100.000000000000%
 Total Value: \$3,001,937
 Tax Area: 1110 - 501 R L F8 W2

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CFL	CONSERVATION FUTURES	0.0249588287	\$3,001,937	\$3,001,937	\$74.92
FCZDL	FLOOD CONTROL ZONE	0.1220359582	\$3,001,937	\$3,001,937	\$366.34
FD008EXP	FIRE #8 EXPENSE FUND	0.9379092534	\$3,001,937	\$3,001,937	\$2,815.54
FD008MO	FIRE #8 M&O	0.6591184016	\$3,001,937	\$3,001,937	\$1,978.63
PTBOND	PORT OF BELLINGHAM GO BOND	0.0159750101	\$3,001,937	\$3,001,937	\$47.96
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1342772723	\$3,001,937	\$3,001,937	\$403.09
PTRDA	PORT OF BELLINGHAM RDA	0.0002048687	\$3,001,937	\$3,001,937	\$0.62
RDDIV	COUNTY ROAD DIVERSION	0.0485054231	\$3,001,937	\$3,001,937	\$145.61
RDGEN	COUNTY ROAD FUND	0.8389626104	\$3,001,937	\$3,001,937	\$2,518.51
RLIBGEN	RURAL LIBRARY	0.2984670077	\$3,001,937	\$3,001,937	\$895.98
SD501B	BELLINGHAM SCHOOL #501 BOND	1.2410344923	\$3,001,937	\$3,001,937	\$3,725.51
SD501CP	BELLINGHAM SCHOOL #501 CAPITAL PROJECTS	0.6410649349	\$3,001,937	\$3,001,937	\$1,924.44
SD501MO	BELLINGHAM SCHOOL #501 ENRICHMENT	1.3048840061	\$3,001,937	\$3,001,937	\$3,917.18
SD501TRV	BELLINGHAM #501 TRANSPORTATION	0.0000000000	\$3,001,937	\$3,001,937	\$0.00
WA1	STATE SCHOOL PART 1	1.5785507478	\$3,001,937	\$3,001,937	\$4,738.71
WA2	STATE SCHOOL PART 2	0.8440549772	\$3,001,937	\$3,001,937	\$2,533.80
W002B	WATER #2 GO BOND	0.0000000000	\$3,001,937	\$3,001,937	\$0.00
WCCE	COUNTY CURRENT EXPENSE	0.5857932578	\$3,001,937	\$3,001,937	\$1,758.51
WCCI	CHILDRENS INITIATIVE	0.1920843764	\$3,001,937	\$3,001,937	\$576.63
WCCT	COUNTY MENTAL HEALTH	0.0125000001	\$3,001,937	\$3,001,937	\$37.52
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0125000001	\$3,001,937	\$3,001,937	\$37.52
WCER	COUNTY ELECTION RESERVE	0.0068578627	\$3,001,937	\$3,001,937	\$20.59
WCVR	COUNTY VETERANS RELIEF	0.0112500001	\$3,001,937	\$3,001,937	\$33.77
WCEMS	WHATCOM COUNTY EMS	0.2525906338	\$3,001,937	\$3,001,937	\$758.26
Total Tax Rate:		9.7635799235			

Taxes w/Current Exemptions:	\$29,309.64
Taxes w/o Exemptions:	\$29,309.64

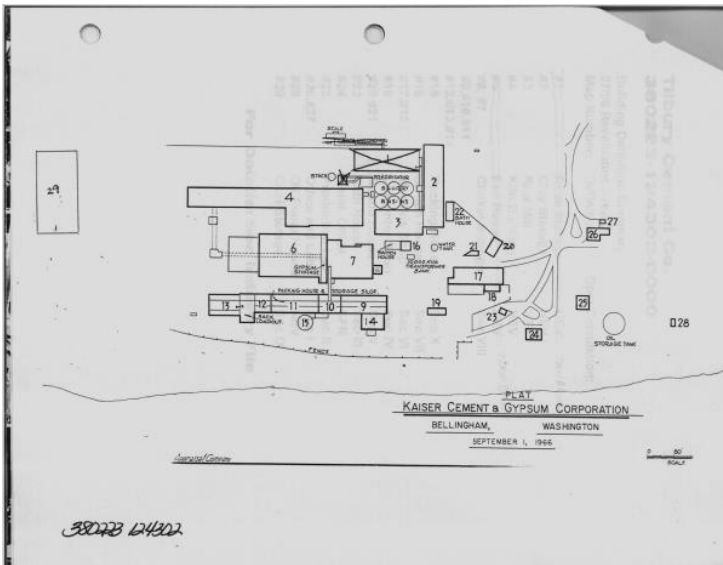
Improvement / Building

Sketch

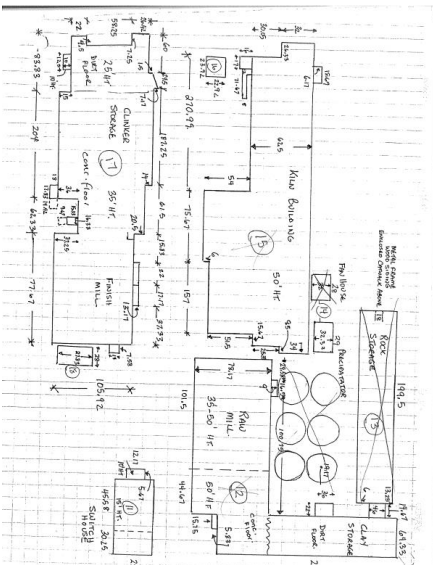
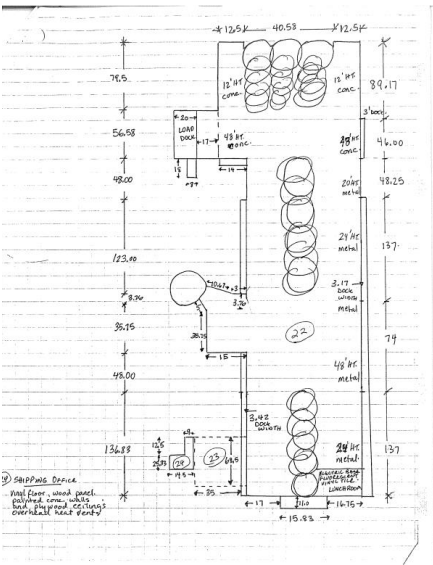
No sketches available for this property.

Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).







380223 124302 0008

WHATCOM COUNTY ASSESSOR CALCULATOR COST FORM

Sheet of 3 Appraised by JK Date 9/22/2025

SQUARE FOOT COSTS 1. Parcel Number 380223 124302 0008 also see 0000 & 000A 2. Property Address 141 Marine Dr 3. DBA Lehigh Northeast Cement Co.

IMPROVEMENT DESCRIPTION

Table with columns: SECTION I, SECTION II, SECTION III, SECTION IV, SECTION V. Rows include Occupancy, Building Class, Building Quality, Exterior Wall, Stories, Height per Story, Average Floor Area, Blgd Perimeter/No. of Units, Year of Construction, Condition, Base Sq. Ft. Cost, Square Foot Refinements, and Height and Size Refinements.

FINAL CALCULATIONS table with rows for Refined Sq. Ft. Costs, Current Cost Multiplier, Local Multiplier, Final Sq. Ft. Cost, Total Sq. Footage, Base Replacement Cost, Lump Sum Adjustments, Base Replacement Cost, Depreciation Percentage, Depreciation Amount, and Depreciated Cost.

TOTAL OF ALL SECTIONS 34. Income Code 2000150 35. Total Replacement Cost 2000250 36. Total Depreciated Cost 171177 37. TOTAL ASSESSED VALUE

NOTES: Silos not on personal property 9/23/2005. Sec 1 is the largest at 400 silos x 100H HT. Sect 18 - 19 also at 60 ft x est 228 diam and the elevator has 8 silos of est 16 ft diam and 65 RHT. Manager gave drawings of 5000 ton for Sec 1-one if tonnes of each 10 at 1500 tons and Sec 8 & silos at 600 tons each.

Handwritten note: 6308 per bracket D. note x 2

380223 124302 000A

WHATCOM COUNTY ASSESSOR CALCULATOR COST FORM

Sheet of 3 Appraised by JK Date 9/22/2025

SQUARE FOOT COSTS 1. Parcel Number 380223 124302 000A Also see 0000 & 000E 2. Property Address 141 Marine Drive 3. DBA Lehigh Northeast Cement Co.

IMPROVEMENT DESCRIPTION

Table with columns: SECTION I, SECTION II, SECTION III, SECTION IV, SECTION V. Rows include Occupancy, Building Class, Building Quality, Exterior Wall, Stories, Height per Story, Average Floor Area, Blgd Perimeter/No. of Units, Year of Construction, Condition, Base Sq. Ft. Cost, Square Foot Refinements, and Height and Size Refinements.

FINAL CALCULATIONS table with rows for Refined Sq. Ft. Costs, Current Cost Multiplier, Local Multiplier, Final Sq. Ft. Cost, Total Sq. Footage, Base Replacement Cost, Lump Sum Adjustments, Base Replacement Cost, Depreciation Percentage, Depreciation Amount, and Depreciated Cost.

TOTAL OF ALL SECTIONS 34. Income Code 2888100 35. Total Replacement Cost 255720 36. Total Depreciated Cost 217840 37. TOTAL ASSESSED VALUE

NOTES: Misc Improv 255720 Sec VI Metal Cor. Conc. Fr 25764 @ \$12.00 = \$30910 30ft Shop - w/In. Conc. gr 1804 @ \$18.00 = \$32470 Sec VII - 20" Diameter Tank 75 HT @ \$125,000 Sec X 480 of Loadout Office @ \$20.00 = \$14,400 Sec X 2380 of Bulk Truck Loadout @ \$48.00 = \$115,175

Handwritten note: x1.0 = 1/16 9.5K.

380223 124302 0000

WHATCOM COUNTY ASSESSOR CALCULATOR COST FORM

Sheet of 3 Appraised by JK Date 9/22/2025

SQUARE FOOT COSTS 1. Parcel Number 380223 124302 0000 also see 000A & 000B 2. Property Address 141 Marine Dr 3. DBA Lehigh Northeast Cement Co.

IMPROVEMENT DESCRIPTION

Table with columns: SECTION I, SECTION II, SECTION III, SECTION IV, SECTION V. Rows include Occupancy, Building Class, Building Quality, Exterior Wall, Stories, Height per Story, Average Floor Area, Blgd Perimeter/No. of Units, Year of Construction, Condition, Base Sq. Ft. Cost, Square Foot Refinements, and Height and Size Refinements.

FINAL CALCULATIONS table with rows for Refined Sq. Ft. Costs, Current Cost Multiplier, Local Multiplier, Final Sq. Ft. Cost, Total Sq. Footage, Base Replacement Cost, Lump Sum Adjustments, Base Replacement Cost, Depreciation Percentage, Depreciation Amount, and Depreciated Cost.

TOTAL OF ALL SECTIONS 34. Income Code 317850 35. Total Replacement Cost 337850 36. Total Depreciated Cost 318876 37. TOTAL ASSESSED VALUE

NOTES: Misc Improvements 317850 Sec I - 2000 of Bergh 821.16 = \$42,200 300 of bathroom (conc BK) @ \$20.00 = \$7,840 Sec II - 488 of Support @ 12.00 = \$5,856 Sec V 6664 of House 1 conc BK @ \$20.00 = \$13,280 Also see 000A

Land

Table header with columns: #, Type, Description, Acres, Sqft, Eff Front, Eff Depth, # Lots, Market Value, Prod. Value

1	9130	INDUSTRIAL	19.6900	857696.40	0.00	0.00	0.00	\$3,001,937	\$0
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Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$3,001,937	\$0	\$3,001,937	\$3,001,937
2021	\$0	\$3,001,937	\$0	\$3,001,937	\$3,001,937

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	04/20/2021	BARGAIN	BARGAIN & SALE DEED	LEHIGH NORTHWEST CEMENT CO	A B C RECYCLING REALTY CORP			\$3,570,000.00	248681	2021-0404007
2	03/18/2021	QUIT CLAIM	QUIT CLAIM DEED	LEHIGH NORTHWEST CEMENT CO	LEHIGH NORTHWEST CEMENT CO			\$0.00	248225	2021-0400642

Payout Agreement

No payout information available..

[Assessor Home](#)

[Treasurer Home](#)

When Recorded Return to:

Anna Revelle Stock
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323

FIRST AMERICAN
NCS-1028029-021

BARGAIN AND SALE DEED

Reference Number(s) of Documents assigned or released: None.

Grantor: Lehigh Northwest Cement Company, a Washington corporation, who originally acquired title as Tilbury Cement Company, a Washington corporation

Grantee: A.B.C. Recycling Realty Corp., a Washington corporation

Abbreviated Legal: PTN OF ENOCH DON CLAIM (PTN OF GOV'T LOTS 3 & 4), S23, T38N, R2E

Situate in the County of Whatcom, State of Washington

Tax Parcel No: PTN 3802231243020000 (PID 49701)

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lehigh Northwest Cement Company, a Washington corporation, who originally acquired title as Tilbury Cement Company, a Washington corporation ("**Grantor**"), hereby bargains, sells, and conveys to A.B.C. Recycling Realty Corp., a Washington corporation ("**Grantee**"), that certain real property located in Whatcom County, State of Washington, more particularly described in Exhibit A-1, attached hereto.

SUBJECT TO Those matters set forth on Exhibit B-1, Exhibit C-1 AND the release contained in Exhibit D-1 attached hereto and incorporated herein by this reference.

The Grantor for itself and its successors in interest do, by these presents, expressly limit the covenants of this deed to those expressed herein and do hereby covenant that, against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

[Remainder of page left blank. Signature and Acknowledgement page follows.]

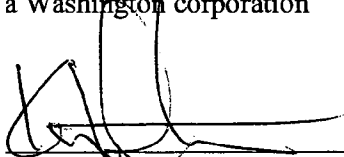
{04181502.DOC;1 }

Signature page to Bargain and Sale Deed

This Bargain and Sale Deed is executed as of the 20 day of April, 2021.

GRANTOR:

LEHIGH NORTHWEST CEMENT COMPANY,
a Washington corporation



By: Kent Stuehmer
Its: Vice President Cement Operations

Notary Acknowledgment on following page.

NOTARIAL CERTIFICATE

CANADA) TO ALL WHOM THESE
PROVINCE OF) PRESENTS MAY COME,
British Columbia) BE SEEN, OR KNOWN:

TO WIT:

I, Sophie Marshall, a Lawyer and Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in the City of Vancouver, British Columbia, Canada

DO CERTIFY AND ATTEST that the document hereto annexed, Bargain and Sale Deed, was signed by Kent Stuehmer in my presence. I confirm that Kent Stuehmer produced his BC drivers license No. 6198352 evidencing his identity, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office.

Dated at the City of Delta, in the Province of British Columbia, this 20th day of April, 2021.

Original signed by:


Sophie Marshall

A Notary Public in and for the Province of BC
A Commissioner of Oaths in and for the Province of BC
A Member of the Law Society of BC

Firm: Lawson Lundell LLP
Address: _____
Phone: _____

SOPHIE MARSHALL
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

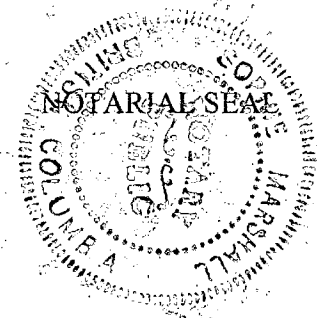


EXHIBIT A-1
Legal Description

A TRACT OF LAND LYING WITHIN THE COMPTON DONATION LAND CLAIM, SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN IN WHATCOM COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449; THENCE SOUTH 48°45'40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY; THENCE NORTH 48°44'10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE DRIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH 15, 2012, A DISTANCE OF 926.92 FEET; THENCE NORTH 48°44'11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 408.32 FEET; THENCE NORTH 48°46'35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE COMPTON DONATION LAND CLAIM, AND THE HERE COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY;

THENCE SOUTH 01°47'30" WEST, ALONG SAID COINCIDENT COMPTON DONATION LAND CLAIM AND ELDRIDGE DONATION LAND CLAIM BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 01°47'30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON DONATION LAND CLAIM AND ELDRIDGE DONATION LAND CLAIM BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD

TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10°41'48" EAST;

THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22°59'14", AN ARC LENGTH OF 280.84, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33°41'02" EAST; THENCE NORTH 56°18'58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33°42'04" WEST;

THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14°23'56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19°18'07" WEST;

THENCE NORTH 70°42'09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE COMPTON DONATION LAND CLAIM ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AUDITOR'S FILE NO. 56428, AND TO THAT PORTION OF SAID DONATION LAND CLAIM ORIGINALLY CONVEYED AS THE CHAMPION MCDONALD TRACT (JULY 20, 1909), AND SAID POINT OF INTERSECTION BEARS SOUTH 05°14'11" WEST, 928.84 FEET DISTANT, FROM THE CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE NORTH 27°16'09" EAST, ALONG SAID COMMON BOUNDARY, 712.59 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF MARINE DRIVE;

THENCE SOUTH 48°46'35" EAST ALONG SAID SOUTH MARGIN, 1782.27 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY COMMON TO THE COMPTON DONATION LAND CLAIM AND THE ELDRIDGE DONATION LAND CLAIM, SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED ADJUSTED PARCEL OF LAND.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B-1
Permitted Encumbrances

1. Unrecorded leaseholds and/or month-to-month tenancies, if any.
2. The terms and provisions contained in the document entitled "Statement of Intent to Collect Connection Fee" recorded January 25, 2005 as Instrument No. 2050103719 of Official Records.

3. Easement for sewer, light and other utilities, reserved pursuant to;

Ordinance No.: 10481
In favor of: City of Bellingham

Said Ordinance was recorded March 11, 1994 under Auditor's File No. 940311131, records of Whatcom County, Washington.

Ordinance No. 10481 was amended or modified by Ordinance No. 10676 recorded on December 20, 1996 under Auditor's File No. 961220093, records of Whatcom County, Washington.

4. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;

Recorded: October 15, 2003
Recording No.: 2031003917
Records of: Whatcom County, Washington
To: Puget Sound Energy, Inc., a Washington corporation
Affects: Portion of said premises

5. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;

Recorded: April 6, 2004
Recording No.: 2040400970
Records of: Whatcom County, Washington
To: Puget Sound Energy, Inc., a Washington corporation
Affects: Portion of said premises

Said instrument has been amended or modified by the following instrument;

Recorded: October 13, 2009
Recording No.: 2091001303

6. Any change in the boundary or legal description of the land described herein due to a shift or change in the high water line of Bellingham Bay.

7. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control or regulation by the United States of America in exercise of power over navigation.
8. Any question that may arise as to the location of the lateral boundaries of the tideland or shorelands.

**EXHIBIT C-1
Use Restriction**

The Grantee and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years, shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Grantor.

EXHIBIT D-1
Environmental Release

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED FOR STORAGE OF EQUIPMENT AND MATERIALS USED IN THE CEMENT PLANT AND CLINKER GRINDING FACILITY, AND LEASED TO STORE CONTAINERS, SCRAP METAL AND CONCRETE LOCK BLOCKS. GRANTEE ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. GRANTEE IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. GRANTEE HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND PROPERTY INFORMATION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY USE; OR (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS MATERIALS, AND GRANTEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH GRANTEE HAS OR MAY HAVE AGAINST GRANTOR, ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY (COLLECTIVELY, "CLAIMS"). NOTWITHSTANDING THE FOREGOING, GRANTEE'S RELEASE OF GRANTOR SHALL NOT BE EFFECTIVE AGAINST, AND GRANTEE SHALL HAVE NO OBLIGATION TO WAIVE CLAIMS AGAINST GRANTOR FROM LIABILITIES: (w) RESULTING FROM OFF-SITE MIGRATION OF HAZARDOUS SUBSTANCES RELEASED ONTO THE REAL PROPERTY IN CONNECTION WITH SELLER'S HISTORIC CEMENT MANUFACTURING OPERATIONS FROM THE REAL PROPERTY ONTO GRANTOR'S ADJACENT PROPERTY; (x) CAUSED BY THE ON-SITE MIGRATION OF HAZARDOUS SUBSTANCES ONTO THE REAL PROPERTY FROM GRANTOR'S ADJACENT

PROPERTY; (y) ARISING FROM GRANTOR'S ILLEGAL OR GROSSLY NEGLIGENT ACTIONS OR WILLFUL MISCONDUCT; OR (z) RELATING TO GRANTOR'S ACTIVE CONCEALMENT OR INTENTIONAL MISREPRESENTATION OF SUCH CLAIMS.

GRANTEE IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND GRANTEE HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS, GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES, AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT OR BEFORE CLOSING).

FOLLOWING THE CLOSING, TO THE EXTENT PERMITTED BY LAW, GRANTEE WAIVES AND RELEASES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS (COLLECTIVELY, "LIABILITIES"). GRANTEE ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE GRANTEE'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS. NOTWITHSTANDING THE FOREGOING, GRANTEE'S RELEASE OF GRANTOR'S SUCCESSORS AND ASSIGNS AS PROVIDED HEREIN SHALL NOT BE EFFECTIVE AGAINST, AND GRANTEE SHALL HAVE NO OBLIGATION TO DISCHARGE GRANTOR FROM LIABILITIES: (w) RESULTING FROM OFF-SITE MIGRATION OF HAZARDOUS SUBSTANCES RELEASED ONTO THE REAL PROPERTY IN CONNECTION WITH SELLER'S HISTORIC CEMENT MANUFACTURING OPERATIONS FROM THE REAL PROPERTY ONTO GRANTOR'S ADJACENT PROPERTY; (x) CAUSED BY THE ON-SITE MIGRATION OF HAZARDOUS SUBSTANCES ONTO THE REAL PROPERTY FROM GRANTOR'S ADJACENT PROPERTY; (y) ARISING FROM GRANTOR'S ILLEGAL OR GROSSLY NEGLIGENT ACTIONS OR WILLFUL MISCONDUCT; OR (z) RELATING TO GRANTOR'S ACTIVE CONCEALMENT OR INTENTIONAL MISREPRESENTATION OF SUCH CLAIMS.

When Recorded Return to:

Anna Revelle Stock
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323

First Am. Cm - 5782

QUIT CLAIM DEED

THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY
FIRST AMERICAN TITLE INSURANCE CO
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY

Reference Number(s) of Documents assigned or released: None.

Grantor: Lehigh Northwest Cement Company, a Washington corporation

Grantee: Lehigh Northwest Cement Company, a Washington corporation

Abbreviated

Legal: PTNS OF COMPOUND UN-PLATTED TR WITHIN COMPTON DLC,
SAID COMPTON DLC BEING PTNS OF GOV LOTS 3 & 4, NW QTR OF
SW QTR, AND SW QTR OF NW QTR, SEC 23, TWP 38 N, RGE 2 E, W.M.

Situate in the County of Whatcom, State of Washington

Complete legal description of conveyed property attached hereto as Exhibit A.

Tax Parcel Nos.: Grantor's: 380223 124302 0000; 380223 076234 0000
Grantee's: 380223 026359 0000

THE GRANTOR, Lehigh Northwest Cement Company, a Washington corporation, in its capacity as the owner of Whatcom County Tax Parcel Numbers 380223 124302 0000 and 380223 076234 0000 ("Grantor"), for good and valuable consideration, including establishment of an adjusted boundary line, hereby conveys and quit claims to Lehigh Northwest Cement Company, a Washington corporation, in its capacity as the owner of Whatcom County Tax Parcel Number 380223 026359 0000 ("Grantee"), all of Grantor's right, title and interest in and to the real property legally described on Exhibit A, attached hereto, situated in Whatcom County, State of Washington, and as more particularly depicted on Exhibit B, attached hereto. The full legal description of Grantee's reconfigured parcel is attached hereto as Exhibit C, and depicted on attached Exhibit D. As part of this conveyance, Grantor further relinquishes any and all easements, rights, reservations, covenants, conditions or restrictions that Grantor may have in the property conveyed.

{04138155.DOCX:3 }

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THIS DEED IS GRANTED SUBJECT TO THE FOLLOWING COVENANT
RESTRICTING THE USE OF THE ABOVE DESCRIBED REAL PROPERTY

BOUNDARY LINE ADJUSTMENT, EXE2020-00105

The parcel conveyed hereby shall be attached to and become part of the Grantee's adjoining real property, Whatcom County Parcel No. 380223 026359 0000, as described under Whatcom County Auditor's File No. 2011200930, creating one undivided parcel of land (as depicted on Exhibit D), and shall be henceforth legally described as set forth on Exhibit C. It has been approved using criteria as provided by WCC 21.03.060, and under exemption case # EXE2020-00105. The conveyed tract described on Exhibit A shall not be sold or leased separately unless such action is determined by Whatcom County or other appropriate governmental or judicial authority to be exempt and/or approved pursuant to the Whatcom County Subdivision Regulations.

The legal description attached as Exhibit C constitutes one, undivided, approximately 47.11-acre parcel of land, and shall be considered as such regardless of how it may be depicted on Whatcom County Assessor's property maps or how many tax parcel numbers may be assigned by said Assessor. This covenant does not necessarily limit further adjustment or division, as may be approved by Whatcom County or other appropriate governmental authority.

Furthermore, this Deed is also granted to effect a Boundary Line Adjustment and/or establish a reconfigured Lot of Record as shown in the attached Exhibit D. It is hereby agreed thence henceforth, the legal description for the Grantee's parcel shall be as set forth on Exhibit C. The legal description for Grantor's remaining parcel shall be as set forth on Exhibit E, and as depicted on Exhibit F.

This Deed is granted subject to the easements, covenants, conditions and restrictions of record, as well as the conditions set forth herein and on the attached Exhibits, which are incorporated herein as if fully set forth in this Deed.

[Remainder of page left blank; signature and notary acknowledgment follow.]

Signature page to Quit Claim Deed

DATED this 18 day of March, 2021.

GRANTOR:

LEHIGH NORTHWEST CEMENT COMPANY,
a Washington corporation

By: [Signature]
Name: Kent Stuehmer
Its: VP Cement Ops.

~~STATE OF WASHINGTON~~) Province of British Columbia
) City of Vancouver
) ss.
~~COUNTY OF _____~~)

I certify that I know or have satisfactory evidence that Kent Stuehmer is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the VP Cement Ops of Lehigh Northwest Cement Company, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 18th day of March, 2021.

[Signature]

(Print name of notary)
NOTARY PUBLIC in and for the ~~State of~~ Province of
~~Washington, residing at~~ British Columbia
My appointment expires British Columbia

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{04138155.DOCX;3 }

SOPHIE MARSHALL
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

EXHIBIT A

LEGAL DESCRIPTION—CONVEYANCE PARCEL LEGAL DESCRIPTION

AFFECTING TAX PARCEL NOS. 380223 124302 0000, 380223 076234 0000, AND 380223 026359 0000

A PARCEL OF LAND, BEING PORTIONS OF A COMPOUND UN-PLATTED TRACT OF LAND WITHIN THE COMPTON DONATION LAND CLAIM (COMPTON DLC), SAID COMPTON DLC BEING A PORTION OF GOVERNMENT LOTS 3 AND 4 (NOMINALLY THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M., AND SAID COMPOUND UN-PLATTED TRACT BEING A PORTION OF THE AFOREMENTIONED COMPTON DLC, TOGETHER WITH THE PROXIMATE PORTION OF THE ADJACENT WASHINGTON STATE TIDELAND LOT NO. 2, PER THE PLAT OF WHATCOM COUNTY TIDE-LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, RECORDED IN THE OFFICE OF THE PUBLIC LANDS COMMISSIONER OF WASHINGTON STATE, ALL OF SAID UN-PLATTED COMPOUND TRACT BEING THAT PARCEL ORIGINALLY CONVEYED TO THE OLYMPIC PORTLAND CEMENT COMPANY BY THAT STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 148000, AND SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449;

THENCE SOUTH 48° 45' 40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY;

THENCE NORTH 48° 44' 10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE DRIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH 15, 2012, A DISTANCE OF 926.92 FEET;

THENCE NORTH 48° 44' 11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 408.32 FEET;

THENCE NORTH 48° 46' 35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE AFOREMENTIONED COMPTON DLC, AND THE HERE-COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY, SAID POINT OF INTERSECTION BEARS SOUTH 48° 46' 35" EAST, 2106.87 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT NO. 2995;

THENCE SOUTH 01° 47' 30" WEST, ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF THE AFOREMENTIONED MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE AFOREMENTIONED UN-PLATTED PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE UN-PLATTED PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174;

THENCE SOUTH 01° 47' 30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10° 41' 48" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED PARCEL OF LAND;

THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22° 59' 14", AN ARC LENGTH OF 280.84 FEET, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33° 41' 02" EAST;

THENCE NORTH 56° 18' 58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33° 42' 04" WEST;

THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14° 23' 56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19° 18' 07" WEST;

THENCE NORTH 70° 42' 09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE AFOREMENTIONED COMPTON DLC

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ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AFN 56428, AND TO THAT PORTION OF SAID DLC ORIGINALLY CONVEYED AS THE CHAMPION-MCDONALD TRACT IN VOLUME 55 OF DEEDS, PAGE 490, RECORDS OF WHATCOM COUNTY, WASHINGTON, SAID POINT OF INTERSECTION BEARS SOUTH 05° 14' 11" WEST, 928.84 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE SOUTH 27° 16' 09" WEST, ALONG SAID COMMON BOUNDARY, 775.26 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTHERLY BOUNDARY OF THE AFOREMENTIONED TIDE-LAND LOT NO. 2, SAID POINT BEARS SOUTH 15° 14' 51" WEST, 1672.95 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE SOUTH 31° 39' 21" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID TIDE-LAND LOT NO. 2, 19.64 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARIES OF BELLINGHAM TIDE-LANDS EXTENSION LOT NO. 1A, PER THE SURVEY OF BELLINGHAM TIDELANDS EXTENSION NO.1, DATED 1913, AS DEPICTED ON THAT RECORD OF SURVEY OF THE BELLINGHAM TIDELANDS RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1970604011;

THENCE SOUTH 31° 39' 21" EAST, ALONG THE COINCIDENT SOUTHERLY BOUNDARY OF SAID TIDE-LAND LOT NO. 2 AND NORTHERLY BOUNDARY OF TIDELAND EXTENSION LOT 1A, 403.13 FEET;

THENCE SOUTH 61° 51' 18" EAST, CONTINUING ALONG SAID COINCIDENT BOUNDARY, 1392.15 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE NORTHWEST BOUNDARY OF TIDELAND EXTENSION LOT 2A, PER SAID TIDELAND EXTENSION SURVEY, SAID POINT OF INTERSECTION BEING COINCIDENT WITH THE SOUTH-MOST CORNER OF THAT PORTION OF TIDE-LAND LOT NO. 2 ORIGINALLY CONVEYED ACCORDING TO THE AFOREMENTIONED STATUTORY WARRANTY DEED RECORDED UNDER AFN 148000;

THENCE NORTH 32° 23' 53" EAST, ALONG THE SOUTHEAST BOUNDARY OF SAID PORTION OF TIDE-LAND LOT NO. 2, 113.16 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE GOVERNMENT LAND OFFICE (GLO) MEANDER LINE, AS DEPICTED ON THE AFOREMENTIONED RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AFN 1970604011;

THENCE SOUTH 59° 04' 34" EAST, ALONG SAID GLO MEANDER LINE, 145.35 FEET;

THENCE SOUTH 65° 49' 51" EAST, CONTINUING ALONG SAID GLO MEANDER LINE, 380.16 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED BOUNDARY LINE COMMON TO THE COMPTON DLC AND TO THE ELDRIDGE DLC, SAID POINT BEARS SOUTH 65° 46' 30" WEST, 1168.82 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL SURVEY CONTROL POINT NO. 2998;

THENCE NORTH 01° 47' 30" EAST, ALONG SAID COMMON DLC BOUNDARY, 962.97 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL WITH AND/OR CONCENTRIC WITH THE AFOREMENTIONED BNSF SPUR RAILROAD TRACK CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED PARCEL OF LAND.

CONTAINS 46.70 ACRES, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

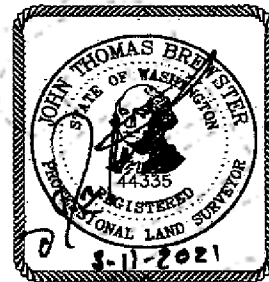
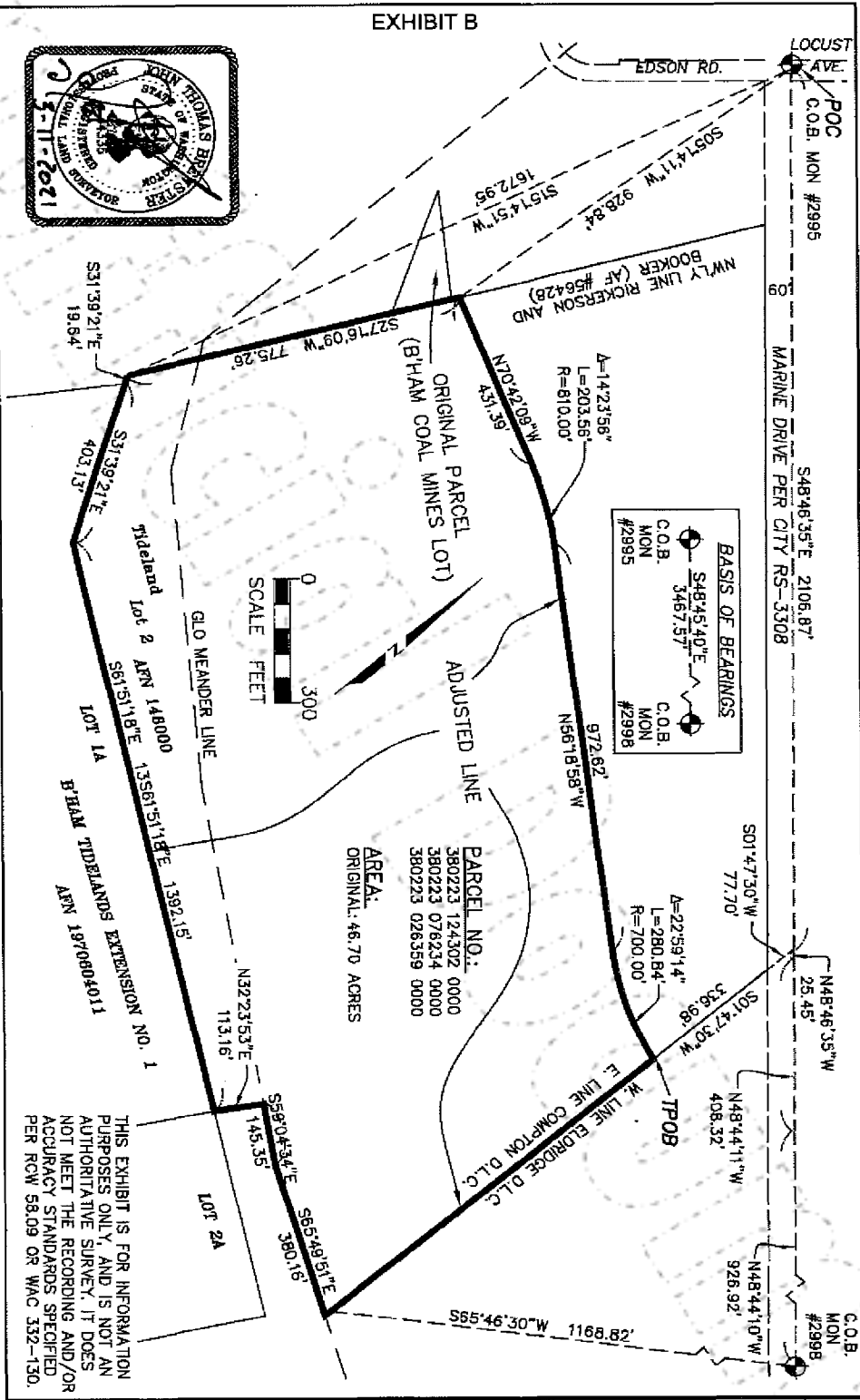
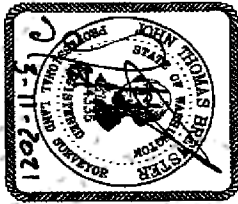


EXHIBIT B



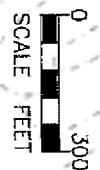
BASIS OF BEARINGS

C.O.B. MON #2995
 S48°45'40"E
 3467.57'

C.O.B. MON #2998
 S48°46'35"E
 2106.87'

PARCEL NO.:
 380223 124302 0000
 380223 076234 0000
 380223 026359 0000

AREA:
 ORIGINAL: 46.70 ACRES



THIS EXHIBIT IS FOR INFORMATION PURPOSES ONLY, AND IS NOT AN AUTHORITY SURVEY. IT DOES NOT MEET THE RECORDING AND/OR ACCURACY STANDARDS SPECIFIED PER RCW 58.09 OR WAC 332-130.

Pg. 5 of 13, EXE20 20-105

<p>WILSON ENGINEERING</p> <p>WILSON ENGINEERING, LLC 836 DUPONT STREET BELLINGHAM, WA 98225 (360) 833-8100 • FAX (360) 847-8881 www.wilsonengineering.com</p>	<p>Conveyance Parcel</p> <p>BELLINGHAM WASHINGTON</p> <p>Within the West 1/2 of Sec. 23 Twp. 38 N., Rge. 2 E., W.M.</p>		<p>DATE</p> <p>3/11/21</p>
			<p>JOB NO.</p> <p>20103</p>

EXHIBIT C

LEGAL DESCRIPTION—ADJUSTED SOUTH PARCEL LEGAL DESCRIPTION

AFFECTING TAX PARCEL NOS. 380223 124302 0000, 380223 076234 0000, AND 380223 026359 0000

AN ADJUSTED PARCEL OF LAND, BEING PORTIONS OF A COMPOUND UN-PLATTED TRACT OF LAND WITHIN THE COMPTON DONATION LAND CLAIM (COMPTON DLC TRACT) TOGETHER WITH AN UN-PLATTED LOT WITHIN THE CHAMPION-MCDONALD TRACT, SAID COMPTON DLC AND CHAMPION-MCDONALD TRACT BEING PORTIONS OF GOVERNMENT LOTS 3 AND 4 (NOMINALLY THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M., SAID UN-PLATTED COMPOUND TRACT BEING THE AFOREMENTIONED COMPTON DLC TRACT, TOGETHER WITH THE PROXIMATE PORTION OF THE ADJACENT WASHINGTON STATE TIDELAND LOT NO. 2, PER THE PLAT OF WHATCOM COUNTY TIDE-LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, RECORDED IN THE OFFICE OF THE PUBLIC LANDS COMMISSIONER OF WASHINGTON STATE, ALL OF SAID UN-PLATTED COMPOUND TRACT BEING THAT PARCEL ORIGINALLY CONVEYED TO THE OLYMPIC PORTLAND CEMENT COMPANY BY THAT STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 148000, AND SAID UN-PLATTED LOT WITHIN THE CHAMPION-MCDONALD TRACT (CHAMPION-MCDONALD LOT) BEING THAT PARCEL ORIGINALLY CONVEYED TO THE BELLINGHAM COAL MINES CORPORATION (BELLINGHAM COAL MINES LOT) BY THAT STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 242793, PER THAT RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2015-1100828, AND SAID ADJUSTED PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449;

THENCE SOUTH 48° 45' 40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY;

THENCE NORTH 48° 44' 10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE DRIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH 15, 2012, A DISTANCE OF 926.92 FEET;

THENCE NORTH 48° 44' 11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 408.32 FEET;

THENCE NORTH 48° 46' 35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE AFOREMENTIONED COMPTON DLC, AND THE HERE-COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY;

THENCE SOUTH 01° 47' 30" WEST, ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF THE AFOREMENTIONED MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE AFOREMENTIONED UN-PLATTED PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE UN-PLATTED PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174;

THENCE SOUTH 01° 47' 30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10°

Pg. 2 of 13, EXE2020-105

41' 48" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED ADJUSTED PARCEL OF LAND;

THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22° 59' 14", AN ARC LENGTH OF 280.84, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33° 41' 02" EAST;

THENCE NORTH 56° 18' 58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33° 42' 04" WEST;

THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14° 23' 56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19° 18' 07" WEST;

THENCE NORTH 70° 42' 09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE AFOREMENTIONED COMPTON DLC ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AFN 56428, AND TO THE THAT PORTION OF SAID DLC ORIGINALLY CONVEYED AS THE CHAMPION-MCDONALD TRACT (JULY 20, 1909), SAID POINT OF INTERSECTION BEARS SOUTH 05° 14' 11" WEST, 928.84 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE SOUTH 27° 16' 09" WEST, ALONG SAID COMMON BOUNDARY, 18.92 FEET, TO A MONUMENT AT THE INTERSECTION OF SAME WITH THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED BELLINGHAM COAL MINES LOT;

THENCE NORTH 55° 26' 34" WEST, ALONG SAID NORTHERLY BOUNDARY, 259.40 FEET;

THENCE SOUTH 28° 49' 48" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID BELLINGHAM COAL MINES LOT, 310.00 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED COMMON BOUNDARY BETWEEN THE RICKERSON AND BOOKER, AND CHAMPION-MCDONALD TRACTS;

THENCE SOUTH 27° 16' 09" WEST, ALONG SAID COMMON BOUNDARY, 616.34 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTHERLY BOUNDARY OF THE AFOREMENTIONED TIDE-LAND LOT NO. 2, SAID POINT BEARS SOUTH 15° 14' 51" WEST, 1672.95 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE SOUTH 31° 39' 21" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID TIDE-LAND LOT NO. 2, 19.64 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARIES OF BELLINGHAM TIDELANDS EXTENSION LOT NO. 1A, PER THE SURVEY OF BELLINGHAM TIDELANDS EXTENSION NO.1, DATED 1913, AS DEPICTED ON THAT RECORD OF SURVEY OF THE BELLINGHAM TIDELANDS RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1970604011;

THENCE SOUTH 31° 39' 21" EAST, ALONG COINCIDENT SOUTHERLY BOUNDARY OF SAID TIDE-LAND LOT NO. 2 AND NORTHERLY BOUNDARY OF TIDELAND EXTENSION LOT 1A, 403.13 FEET;

THENCE SOUTH 61° 51' 18" EAST, CONTINUING ALONG SAID COINCIDENT BOUNDARY, 1392.15 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE NORTHWEST BOUNDARY OF TIDELAND EXTENSION LOT 2A, PER SAID TIDELAND EXTENSION SURVEY, SAID POINT OF INTERSECTION BEING COINCIDENT WITH THE SOUTH-MOST CORNER OF THAT PORTION OF TIDE-LAND LOT NO. 2 ORIGINALLY CONVEYED ACCORDING TO THE AFOREMENTIONED STATUTORY WARRANTY DEED RECORDED UNDER AFN 148000;

THENCE NORTH 32° 23' 53" EAST, ALONG THE SOUTHEAST BOUNDARY OF SAID PORTION OF TIDE-LAND LOT NO. 2, 113.16 FEET, TO A POINT AT THE INTERSECTION OF THE GOVERNMENT LAND OFFICE (GLO) MEANDER LINE, AS DEPICTED ON THE AFOREMENTIONED RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AFN 1970604011;

THENCE SOUTH 59° 04' 34" EAST, ALONG SAID GLO MEANDER LINE, 145.35 FEET;

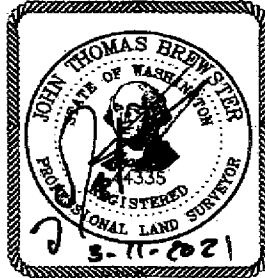
THENCE SOUTH 65° 49' 51" EAST, CONTINUING ALONG SAID GLO MEANDER LINE, 380.16 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED BOUNDARY LINE COMMON TO THE COMPTON DLC AND TO THE ELDRIDGE DLC, SAID POINT BEARS SOUTH 65° 46' 30" WEST, 1168.82 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL SURVEY CONTROL POINT NO. 2998;

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THENCE NORTH 01° 47' 30" EAST, ALONG SAID COMMON DLC BOUNDARY, 962.97 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL WITH AND/OR CONCENTRIC WITH THE AFOREMENTIONED BNSF SPUR RAILROAD TRACK CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED ADJUSTED PARCEL OF LAND.

CONTAINS 47.11 ACRES, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

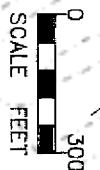
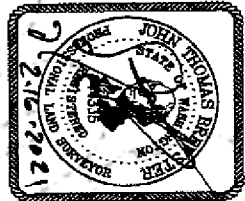
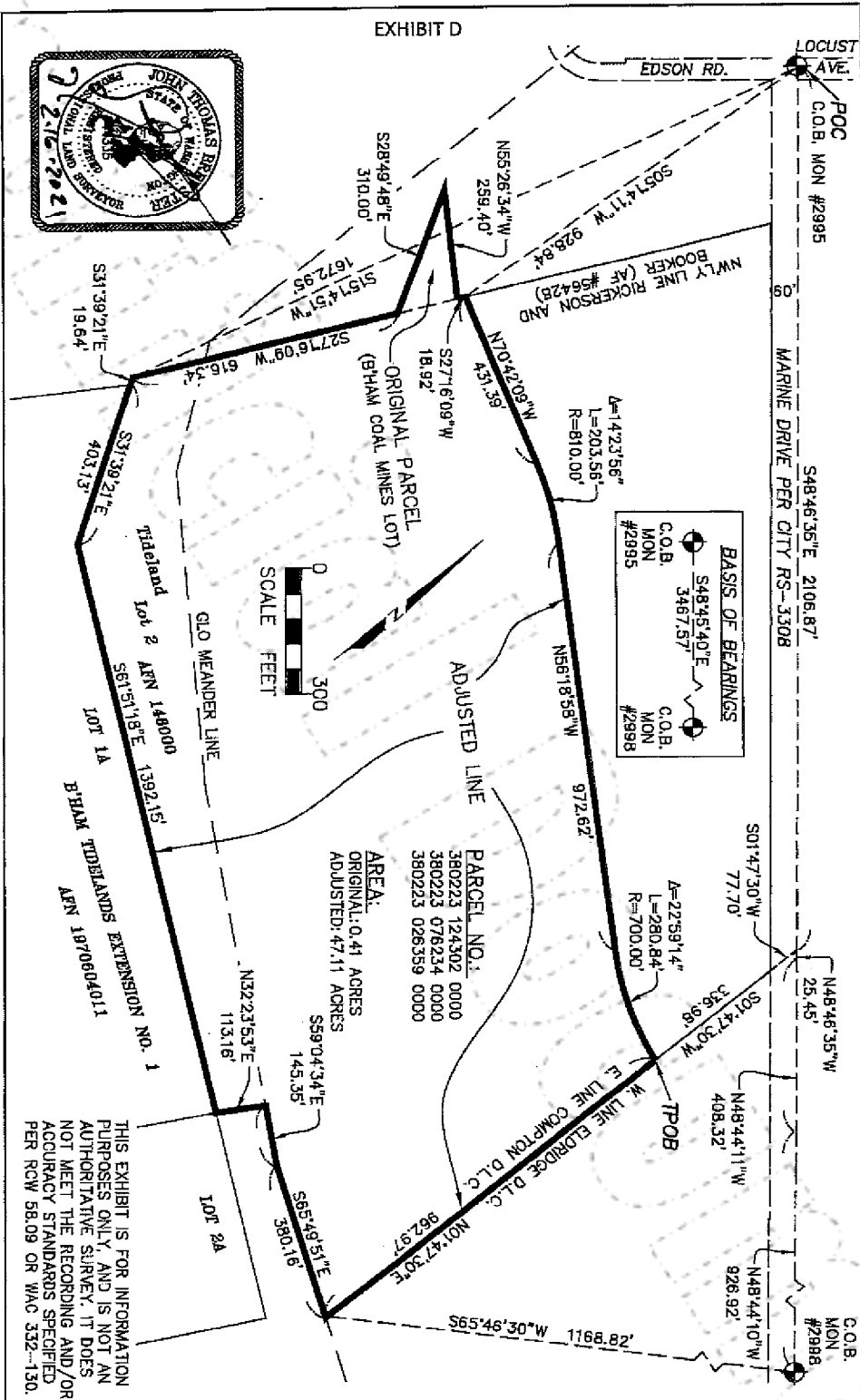


CERTIFICATE OF EXEMPTION

THE LAND DIVISION DESCRIBED IN THIS DOCUMENT IS EXEMPT FROM THE WHATCOM COUNTY SUBDIVISION REGULATIONS, AS OF

WCC 21-03-050 CASE# EXE2020-00105

26 3 2021
DAY MONTH YEAR (FOR WHATCOM COUNTY)



BASIS OF BEARINGS

C.O.B. #2995
 S48°45'40\"E
 3467.57

C.O.B. #2998
 S48°46'35\"E
 2106.87

PARCEL NO. 1

ORIGINAL: 0.41 ACRES
 ADJUSTED: 47.11 ACRES

AREA:
 ORIGINAL: 0.41 ACRES
 ADJUSTED: 47.11 ACRES

THIS EXHIBIT IS FOR INFORMATION PURPOSES ONLY, AND IS NOT AN AUTHORITY SURVEY. IT DOES NOT MEET THE RECORDING AND/OR ACCURACY STANDARDS SPECIFIED PER RCW 58.09 OR WAC 352-130.

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WILSON ENGINEERING

WILSON ENGINEERING, LLC
 805 DUPONT STREET
 BELLINGHAM WA 98225
 (360) 733-8190 FAX (360) 647-8081
 www.wilsonengineering.com

Lot Line Adjustment		DATE 2/16/21
BELLINGHAM	WASHINGTON	JOB NO. 20103
Within the West 1/2 of Sec. 23. Twp. 38 N., Rge. 2 E., W.M.		

EXHIBIT E

LEGAL DESCRIPTION—ADJUSTED NORTH PARCEL LEGAL DESCRIPTION

AFFECTING TAX PARCEL NOS. 380223 124302 0000, 380223 076234 0000, AND 380223 026359 0000

AN ADJUSTED PARCEL OF LAND, BEING A PORTION OF AN UN-PLATTED TRACT OF LAND WITHIN THE COMPTON DONATION LAND CLAIM (COMPTON DLC), SAID COMPTON DLC BEING PORTIONS OF GOVERNMENT LOTS 3 AND 4 (NOMINALLY THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M., SAID UN-PLATTED TRACT BEING THAT PORTION OF SAID COMPTON DLC AND PROXIMATE ADJACENT WASHINGTON STATE TIDELAND LOT 2, PER THE PLAT OF WHATCOM COUNTY TIDE-LAND APPRAISERS' MAP OF NEW WHATCOM TIDE-LANDS, RECORDED IN THE OFFICE OF THE PUBLIC LANDS COMMISSIONER OF WASHINGTON STATE, AS ORIGINALLY CONVEYED TO THE OLYMPIC PORTLAND CEMENT COMPANY BY THAT STATUTORY WARRANTY DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 148000, AND SAID **ADJUSTED PARCEL OF LAND** BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS SURFACE MONUMENT MARKING THE INTERSECTION OF LOCUST AVENUE WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2995, PER THAT RECORD OF SURVEY OF THE CITY OF BELLINGHAM 2005 HORIZONTAL CONTROL NETWORK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2071002449;

THENCE SOUTH 48° 45' 40" EAST, NOMINALLY ALONG SAID NORTH MARGIN OF MARINE DRIVE, 3467.57 FEET, TO THE BRASS-DISK MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF WEST ILLINOIS STREET WITH THE NORTH MARGIN OF MARINE DRIVE, SAID MONUMENT BEING THAT CITY OF BELLINGHAM CADASTRAL SURVEY MONUMENT DESIGNATED NO. 2998, PER THE AFOREMENTIONED CONTROL NETWORK RECORD OF SURVEY;

THENCE NORTH 48° 44' 10" WEST, ALONG SAID NORTH MARGIN AS CALCULATED IN RELIANCE UPON THAT CITY OF BELLINGHAM RECORD OF SURVEY OF MARINE DRIVE SEWER AND IMPROVEMENTS RECORDED AS RS-3308 IN THE RECORDS OF THE CITY OF BELLINGHAM, DATED MARCH 15, 2012, A DISTANCE OF 926.92 FEET;

THENCE NORTH 48° 44' 11" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 408.32 FEET;

THENCE NORTH 48° 46' 35" WEST, CONTINUING ALONG THE NORTH MARGIN OF MARINE DRIVE PER SAID CITY OF BELLINGHAM RECORD OF SURVEY, 25.45 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE AFOREMENTIONED COMPTON DLC, AND THE HERE-COINCIDENT WEST BOUNDARY OF THE ELDRIDGE DONATION LAND CLAIM, PER SAID SURVEY;

THENCE SOUTH 01° 47' 30" WEST, ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 77.70 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH MARGIN OF THE AFOREMENTIONED MARINE DRIVE, SAID POINT BEING THE NORTH-MOST CORNER COMMON TO THE AFOREMENTIONED UN-PLATTED PARCEL ORIGINALLY CONVEYED ACCORDING TO STATUTORY WARRANTY DEED NO. 148000 AND TO THE UN-PLATTED PARCEL CONVEYED ACCORDING TO THAT QUIT CLAIM DEED RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 2111103174, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED ADJUSTED PARCEL OF LAND;

THENCE SOUTH 01° 47' 30" WEST, CONTINUING ALONG SAID COINCIDENT COMPTON AND ELDRIDGE DLC BOUNDARY, 336.98 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH AN OFFSET LINE PARALLEL AND/OR CONCENTRIC WITH, THE CENTERLINE OF AN EXTANT BURLINGTON-NORTHERN SANTA-FE (BNSF) SPUR-LINE RAILROAD TRACK, AS CONSTRUCTED, AND SAID POINT OF INTERSECTION BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET, AND FROM SAID POINT OF INTERSECTION THE CURVE'S INITIAL RADIAL BEARS NORTH 10° 41' 48" EAST;

THENCE SOUTH AND WEST, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 22° 59' 14", AN ARC LENGTH OF 280.84, TO A POINT ON SAID OFFSET LINE FROM WHICH THE CURVE'S CLOSING RADIAL BEARS NORTH 33° 41' 02" EAST;

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THENCE NORTH 56° 18' 58" WEST, ALONG SAID OFFSET LINE, 972.62 FEET, TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 810.00 FEET, AND FROM SAID POINT OF BEGINNING THE CURVE'S INITIAL RADIAL BEARS SOUTH 33° 42' 04" WEST;

THENCE WEST AND SOUTH, ALONG SAID OFFSET LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 14° 23' 56", AN ARC LENGTH OF 203.56 FEET, TO A POINT FROM WHICH THE CURVE'S CLOSING RADIAL BEARS SOUTH 19° 18' 07" WEST;

THENCE NORTH 70° 42' 09" WEST, ALONG SAID OFFSET LINE, 431.39 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE BOUNDARY LINE COMMON TO THAT PORTION OF THE AFOREMENTIONED COMPTON DLC ORIGINALLY CONVEYED AS THE RICKERSON AND BOOKER TRACT, PER WHATCOM COUNTY AFN 56428, AND TO THE THAT PORTION OF SAID DLC ORIGINALLY CONVEYED AS THE CHAMPION-MCDONALD TRACT (JULY 20, 1909), AND SAID POINT OF INTERSECTION BEARS SOUTH 05° 14' 11" WEST, 928.84 FEET DISTANT, FROM THE AFOREMENTIONED CITY OF BELLINGHAM CADASTRAL CONTROL MONUMENT NO. 2995;

THENCE NORTH 27° 16' 09" EAST, ALONG SAID COMMON BOUNDARY, 712.59 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED SOUTH MARGIN OF MARINE DRIVE;

THENCE SOUTH 48° 46' 35" EAST ALONG SAID SOUTH MARGIN, 1782.27 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED BOUNDARY COMMON TO THE COMPTON DLC AND THE ELDRIDGE DLC, SAID POINT BEING THE **TRUE POINT OF BEGINNING AND TERMINUS** OF THIS DESCRIBED **ADJUSTED PARCEL OF LAND**.

CONTAINS 19.69 ACRES, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

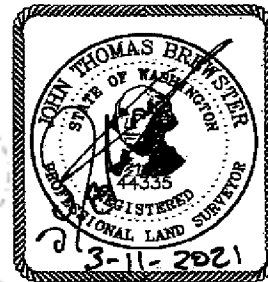
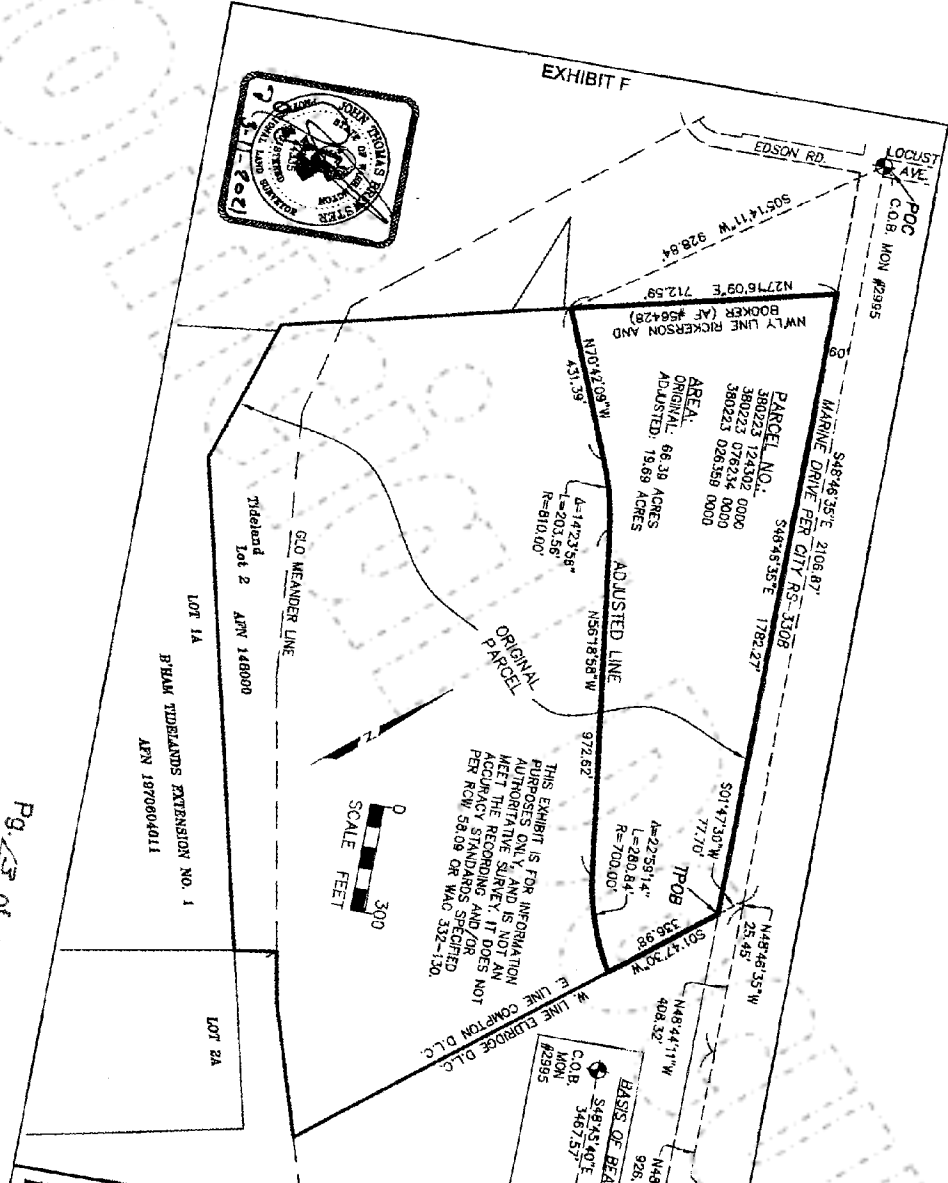


EXHIBIT F



THIS EXHIBIT IS FOR INFORMATION PURPOSES ONLY, AND IS NOT AN AUTHORITY TO CONDUCT A SURVEY. IT DOES NOT MEET THE REQUIREMENTS AND/OR ACCURACY STANDARDS SET FORTH PER RCW 58.09 OR WAC 352-130.



WILSON ENGINEERING
 WILSON ENGINEERING, LLC
 902 DUPONT STREET
 BELLINGHAM, WA 98220
 360-732-8100 FAX 360-842-8088
 www.wilsonengrtheorou.com

Lot Line Adjustment
 BELLINGHAM WASHINGTON
 Within the West 1/2 of Sec. 23,
 Twp. 38 N., Rge. 2 E., W.M.

DATE: 3/11/21
 JOB NO.: 20103

Wilson Engineering, LLC
 C.O.B. #29988
 MON #29988
 C.O.B. #29988
 MON #29988

Pg. 3 of 3, EXE20 20-125

RECORDED AT THE REQUEST OF:

Jack J. Cullen
HATCH & LESLIE
2700 Columbia Center
Seattle, Wa. 98104-7006
(206) 622-0090

108123

SPECIAL DEED

WHATCOM COUNTY
BELLINGHAM, WA
07/24/92 11:05 AM
REQUEST OF: /CTI

Shirley Forslof, AUDITOR
and
John E. Pava, Trustee

IN CONSIDERATION of \$10.00 and other good and valuable consideration, Archie E. Kovanen, Trustee in bankruptcy for COLUMBIA NORTHWEST CORPORATION, a Delaware Corporation, Debtor in bankruptcy, by virtue of the power and authority given him by an order of the United States Bankruptcy Court for the Western District of Washington at Seattle, per the Honorable Samuel J. Steiner, dated August 26, 1987, in Cause No. 87-02331, conveys and quit claims to TILBURY CEMENT COMPANY, a Washington Corporation, the interest of the grantor in and to the real property located in Whatcom County, Washington, and legally described on the attached Exhibit "A", including any after-acquired title.

IN WITNESS WHEREOF, the undersigned hereto sets his hand and seal this 23rd day of September, 1987.

ARCHIE KOVANEN, Trustee in
Bankruptcy for COLUMBIA
NORTHWEST CORPORATION, a
Delaware Corporation

By Archie E. Kovanen
Archie Kovanen, Trustee

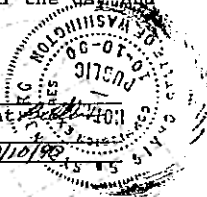
STATE OF WASHINGTON)
COUNTY OF KING) ss.

Vol: 263 Page: 1602
File No: 920724056

On this 23rd day of September, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARCHIE E. KOVANEN, to me known to be the Bankruptcy Trustee for the Estate of Columbia Northwest Corporation, who executed the within and foregoing instrument, and acknowledged the said instrument to his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the Bankruptcy Estate of Columbia Northwest Corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Christy
Notary Public residing at
My commission expires 10/10/92



CHICAGO TITLE INSURANCE CO.
PIED 56/42/7 XE 248821 138821 7/24/92 5:11

EXHIBIT A

The water system and apparatus including the well, well water, ground water and related rights thereto, well equipment and well pipes located on the easterly portion of the following described Parcel 1:

PARCEL 1

All that portion of the ENOCH COMPTON DONATION CLAIM, situate in Section 23, Township 38 North, Range 2 East of Willamette Meridian in Whatcom County, State of Washington, described as follows:

Beginning at a point on the Southerly side of the Bellingham-Marietta County Road 992.4 feet South and 613.2 feet East of the Northwest corner of said Section 23, being the corner common to Sections 14, 15, 22, and 23 in the above named Township and Range; running thence South 25°50' West 1170 feet, more or less, to the Government Meander Line of Bellingham Bay; thence Southeasterly to the Southeast corner of the said ENOCH COMPTON DONATION CLAIM; thence North 1300 feet, more or less, to the Southerly line of the aforesaid Bellingham-Marietta County Road; thence North 50°12' West along the Southerly line of the Bellingham-Marietta County Road a distance of 1822 feet, more or less; to the place of beginning, EXCEPTING that certain right of way 100 feet in width over and across said lands heretofore conveyed to FAIRHAVEN & SOUTHERN RAILROAD COMPANY and now occupied by the GREAT NORTHERN RAILWAY COMPANY. The grantor expressly conveying, however, to the Grantee herein all rights of crossing and other rights in and to said right of way reserved by the original grantors thereof and conveyed to the grantor herein.

subject to easements, restrictions and covenants of record.

Vol: 263 Page: 1683
File No: 928724056

AN ORDINANCE RELATING TO UTILITY SERVICE EXTENSIONS, PURSUANT TO BELLINGHAM MUNICIPAL CODE CHAPTER 15.36, AND PROVIDING FOR THE ANNEXATION OF A PORTION OF THE 900 BLOCK OF MARINE DRIVE NEAR THE INTERSECTION OF MCALPINE ROAD, TO THE CITY'S SEWER SERVICE ZONE AS EXTENSION NO. 214 PURSUANT TO CERTAIN TERMS AND CONDITIONS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, Mike McKinstry/Marine Drive Properties have submitted an application for inclusion in the City's sewer service zone as prescribed by BMC Chapter 15.36; and

Vol: 377 Page: 611
File No: 940311131

WHEREAS, the City's Public Works Department, in accordance with BMC Section 15.36.100, has prepared a feasibility report in conjunction with the request for inclusion submitted by the applicants, recommending that the application for inclusion within the direct service zone be granted; and

WHEREAS, the City's Department of Planning and Community Development, in accordance with BMC Sections 15.36.100 and 15.36.120, has prepared an impact report recommending that the application for inclusion within the direct service zone be granted subject to certain conditions; and

WHEREAS, the Whatcom County Boundary Review Board has not prohibited the action; and

WHEREAS, the matter was thereafter considered by the City Council and the said Council hereby finds that the best interests of the City would be served by authorizing such service if certain conditions to development are imposed;

NOW, THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

Section 1. Description of the Parcel. The City of Bellingham hereby annexes into its sewer service zone as defined in BMC Section 15.36.030 or 15.36.040, as the case may be, a portion of the 900 block of Marine Drive near the intersection of McAlpine Road, the legal description of said parcel being as follows:

City of Bellingham
CITY ATTORNEY
210 LITTLE STREET
Bellingham, Washington 98225
Telephone (206) 676-6903

IN THE NE 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 2
EAST, WM, WHATCOM COUNTY WASHINGTON:

BEG AT COR COMM TO SECS 14-15-22-23-TH 519.2 FT W TO INTERS OF N LI SEC 22
WI C/L BELLINGHAM-MARIETTA-RD-TH S 51 DEG E ALG C/L SD RD 512 FT BEING COR
BTWN LAND OWNED BY J M EDISON-GRANTORS-SD COR BEING TPOB-TH N 51 DEG W ALG
C/L SD RD 111.74 FT-TH AT R/A TO SD RD SWLY 452.91 FT TO C/L G N RR R/W-TH
S 31 DEG 15' E ALG SD RR C/L 118.73 FT TO STAKE ON LI BTWN LAND FORMERLY
OWNED BY J M EDISON-THAT-OF GRANTORS-TH NLY AT R/A W1 SD
BELLINGHAM-MARIETTA RD 493 FT TO TPOB-LESS RR-RD

BEG IN CTR OF MARIETTA RD 519.2 FT W OF AND 512 FT S 50 DEG 30' E FR COR
TO SECS 14-15-22-23 TH SWLY AT R/A TO SD RD TO CTR G N RR R/W-TH NW ALG
C/L SD R/W 280 FT-TH SW AT R/A TO R/W 230 FT TO MEANDER LI OF COMPTON DON.
CL., TH W/SD MEANDER LI S 16.5 DEG E 335 FT-TH S 31.5 DEG E 260 FT-TH NELY
ALG WATER COURSE OF A CERTAIN RAVINE 889 FT TO C/L OF RD-TH NWLY ALG C/L
OF RD 328.4 FT TO BEG-LESS RR (380222 543491)

Vol: 377 Page: 612
File No: 940311131

Section 2. Compliance with Conditions by Contract. Prior to the effective
date of this ordinance, a contract shall be prepared, setting forth the
terms and conditions upon which service is granted, and the Mayor is hereby
authorized and directed to execute such contract on behalf of the City,
provided that the said contract incorporates the terms and conditions set
forth below.

Section 3. Terms to be Included within Contract. The City of Bellingham
shall be under no obligation whatsoever to accept into its service zone the
system betterments which the applicant intends to install unless the
applicant executes a contract which shall constitute a covenant running
with the land and which shall include the following conditions:

1. The use of the property shall be limited to the development as
proposed and must meet all County PUD criteria, regulations, and
development standards;
2. The service zone shall be limited to thirty (30) single family sewer
services.

City of Bellingham
CITY ATTORNEY
210 Lattie Street
Bellingham, Washington 98225
Telephone (206) 676-6983

3. The proposed sewer is to be extended from the corner of Bennett Drive and Marine Drive approximately 2,800 feet from the subject site. The sewer shall be sized in accordance with ultimate needs of the area;
4. The property owner(s) shall sign a no protest annexation agreement. This agreement shall run with the land and is therefore, binding on the Applicant and its successors in interest in the property;
5. The property owner(s) shall provide a 20 foot public access easement along the southern boundary of the property and a conservation easement to include the ravine from rim to rim so as to protect the existing natural drainage course; The property owner shall work with the City Parks and Recreation Department for the location of the easement;
6. The interior street may be private provided they meet the county standards for private roads, that said roads are open to the public, and that adequate provision is made for pedestrian movement.
7. The property owner(s) shall pay a transportation impact fee of \$500 per unit;

Section 4. In the event any provision of this ordinance or the agreement referred to in Section 2, above, is declared unenforceable, the City shall be under no obligation to provide service.

Vol: 377 Page: 613
File No: 940311131

City of Vellingham
CITY ATTORNEY
210 Little Street
Vellingham, Washington 98225
Telephone: (206) 676-8922

PASSED by the Council this 22nd day of November, 1993.

Don Bucher
Council President

APPROVED by me this 27th day of November, 1993.

Jon Douglas
Mayor

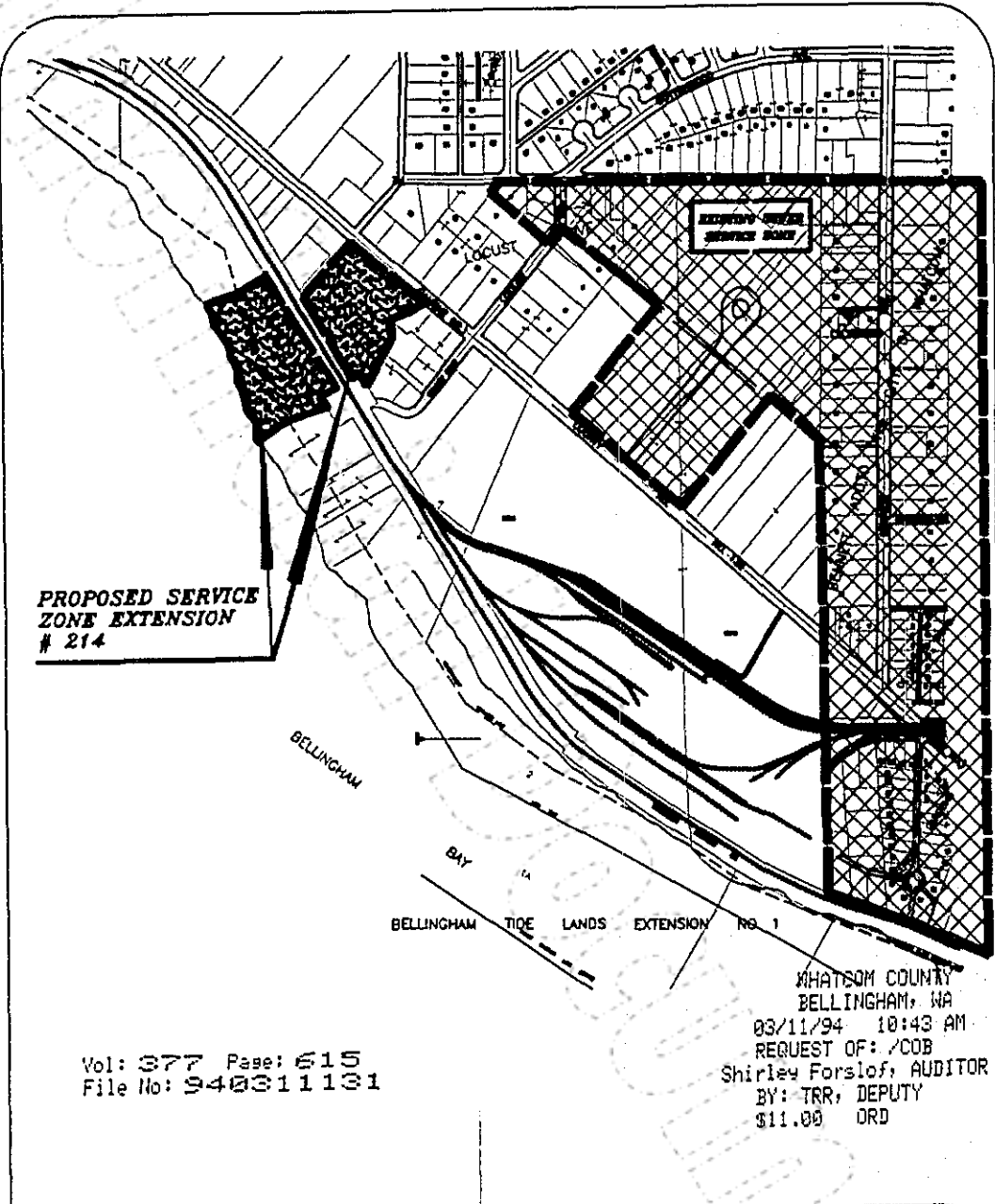
ATTEST: Juan Caputo
Finance Director

APPROVED AS TO FORM:
[Signature]
Office of the City Attorney

Published: Nov. 4, 1993

Vol: 377 Page: 614
File No: 940311131

CITY OF Bellingham
CITY ATTORNEY
210 Lettin Street
Bellingham, Washington 98225
Telephone (206) 875-6922



**PROPOSED SERVICE
ZONE EXTENSION
214**

**EXISTING SEWER
SERVICE ZONE**

LOCUST

BELLINGHAM

Bly

BELLINGHAM TIDE LANDS EXTENSION NO. 1

Vol: 377 Page: 615
File No: 940311131

WHATSOM COUNTY
BELLINGHAM, WA
03/11/94 10:43 AM
REQUEST OF: /COB
Shirley Forslof, AUDITOR
BY: TRR, DEPUTY
\$11.00 ORD

SEWER SERVICE ZONE # 214


NORTH

ORDINANCE NO. 10676

AN ORDINANCE OF THE CITY OF BELLINGHAM REVISING A UTILITY SERVICE ZONE EXTENSION AND AMENDING ORDINANCE NUMBER 10481.

WHEREAS the City annexed a portion of the 900 block of Marine Drive to its sewer service zone in 1993 by the enactment of Ordinance No. 10481; and,

WHEREAS since that time although the proposed development remains the same, the property has changed owners and the new owners wish to use an alternative sewer route; and,

WHEREAS the Public Works Department does not object to the new configuration,

NOW, THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN AS FOLLOWS:

Bellingham Municipal Code Ordinance No. 10481 is hereby amended to delete paragraph 3 of section 3 thereof. The sewer to be constructed will now connect to the existing sewer on Mercer Place to Marine Drive, then westward to the development site, as shown on Exhibit "A" which is attached to this ordinance and incorporated by this reference.

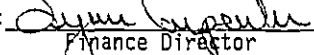
PASSED by the Council this 2nd day of October, 1995.


Council President

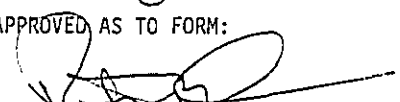
Vol: 504 Page: 056
File No: 9612280003

APPROVED by me this 6th day of OCTOBER, 1995.


Mayor

ATTEST: 
Finance Director

APPROVED AS TO FORM:


Office of the City Attorney

Published: 10/10/95

WHATCOM COUNTY
BELLINGHAM, WA
12/20/95 1:37 PM
REQUEST OF: /COB
Shirley Forslof, AUDITOR
BY: PT, DEPUTY
39.00 ORD

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360)676-6903



2031003917
 Page: 1 of 3
 10/15/2003 11:16 AM
 EASE \$21.00
 Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Attn.: ROW Department
 1700 East College Way
 Mount Vernon, WA 98273

2022B

EASEMENT

REFERENCE #:

GRANTOR: **TILBURY CEMENT COMPANY**
 GRANTEE: **PUGET SOUND ENERGY, INC.**
 SHORT LEGAL: **PTN SE SEC 23 TWN 38N RGE 2 EWM**
 ASSESSOR'S PROPERTY TAX PARCEL: **380223-125024-0000**

124302

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid **TILBURY CEMENT COMPANY**, a Washington corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in **WHATCOM** County, Washington:

ALL THAT PORTION OF THE ENOCH COMPTON DONATION CLAIM, SITUATE IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST W.M., IN WHATCOM COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE BELLINGHAM-MARIETTA COUNTY ROAD 992.4 FEET SOUTH AND 613.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 23, BEING THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN THE ABOVE NAMED TOWNSHIP AND RANGE; RUNNING THENCE SOUTH 25°50' WEST 1170 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE OF BELLINGHAM BAY; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF THE SAID ENOCH COMPTON DONATION CLAIM; THENCE NORTH 1300 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE AFORESAID BELLINGHAM-MARIETTA COUNTY ROAD; THENCE NORTH 50°12' WEST ALONG THE SOUTHERLY LINE OF THE BELLINGHAM-MARIETTA COUNTY ROAD A DISTANCE OF 1822 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPTING THAT CERTAIN RIGHT OF WAY 100 FEET IN WIDTH OVER AND ACROSS SAID LANDS HERETOFORE CONVEYED TO FAIRHAVEN & SOUTHERN RAILROAD COMPANY AND NOW OCCUPIED BY THE GREAT NORTHERN RAILWAY COMPANY.

SITUATE WHATCOM COUNTY, WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT AREA #1: THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY, LYING ADJACENT TO, COINCIDENT WITH AND WEST OF WESTERLY MARGIN OF THE MARINE DRIVE FOR VEGETATION MANAGEMENT.

EASEMENT AREA #2 (ANCHOR): A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY APPROXIMATELY 550 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE WESTERLY MARGIN OF MARINE DRIVE, AND THE TRUE POINT OF BEGINNING: THENCE WEST 10 FEET TO ITS TERMINUS.

EASEMENT AREA #3 (ANCHOR): A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY APPROXIMATELY 1,050 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE WESTERLY MARGIN OF MARINE DRIVE, AND THE TRUE POINT OF BEGINNING; THENCE WEST 10 FEET TO ITS TERMINUS.

6/98 Easement
 File. 44499, WO#101017574
 SE 23 (38-2)

1. Purpose. Grantee shall have the right to construct, maintain, repair, replace, improve, remove, enlarge and use the Easement Areas for one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 24th day of September, 2003.

GRANTOR: **TILBURY CEMENT COMPANY** (*Celozzi*)

BY: *Wayne Burk* (*manager*) BY: _____

This document is filed for record by
CHICAGO TITLE INSURANCE CO.
as an accommodation only. It has not
been examined as to its execution or
as to its affect upon title

2031003917

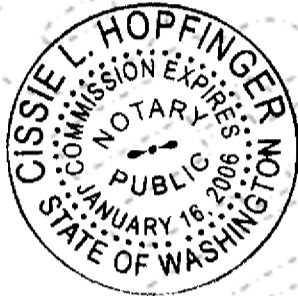
Page: 2 of 3
10/15/2003 11:16 AM
EASE \$21.00
Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom)

On this 24th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wayne Bratz, to me known to be the person who signed as Wayne Bratz, of **TILBURY CEMENT COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **TILBURY CEMENT COMPANY** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **TILBURY CEMENT COMPANY**.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Cissie L. Hopfinger
(Signature of Notary)

CISSIE L. HOPFINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at LYNDEM
My Appointment Expires: 01-16-06

Notary seal, text and all notations must be inside 1" margins

2031003917

Page: 3 of 3

10/15/2003 11:16 AM

EASE \$21.00

Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

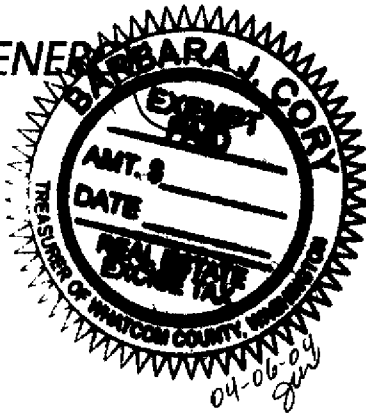


Request of: CHICAGO TITLE INSURANCE



PUGET SOUND ENERGY

RETURN ADDRESS:
 Puget Sound Energy, Inc.
 Attn: R/W Department
 1700 E. College Way
 Mount Vernon, WA 98409



EASEMENT

202442

REFERENCE #:
 GRANTOR: **TILBURY CEMENT COMPANY**
 GRANTEE: **PUGET SOUND ENERGY, INC.**
 SHORT LEGAL: **PTN SE SEC 23 TWN 38N RGE 2 EWM**
 ASSESSOR'S PROPERTY TAX PARCEL: **380223-123024-0000**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid **TILBURY CEMENT COMPANY**, a Washington corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in **WHATCOM** County, Washington:

ALL THAT PORTION OF THE ENOCH COMPTON DONATION CLAIM, SITUATE IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST W.M., IN WHATCOM COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE BELLINGHAM-MARIETTA COUNTY ROAD 992.4 FEET SOUTH AND 613.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 23, BEING THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN THE ABOVE NAMED TOWNSHIP AND RANGE; RUNNING THENCE SOUTH 25°50' WEST 1,170 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE OF BELLINGHAM BAY; THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF THE SAID ENOCH COMPTON DONATION CLAIM; THENCE NORTH 1300 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE AFORESAID BELLINGHAM-MARIETTA COUNTY ROAD; THENCE NORTH 50°12' WEST ALONG THE SOUTHERLY LINE OF THE BELLINGHAM-MARIETTA COUNTY ROAD A DISTANCE OF 1,822 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPTING THAT CERTAIN RIGHT OF WAY 100 FEET IN WIDTH OVER AND ACROSS SAID LANDS HERETOFORE CONVEYED TO FAIRHAVEN & SOUTHERN RAILROAD COMPANY AND NOW OCCUPIED BY THE GREAT NORTHERN RAILWAY COMPANY.

SITUATE WHATCOM COUNTY, WASHINGTON.

OH/UG Gas & Electric Easement 11/1998
 File 47470, WO 111003285
 NW 23 (38-2)

This document is filed for record by **CHICAGO TITLE INSURANCE CO.** as an accommodation only. It has not been examined as to its execution or as to its affect upon title.

Monetary consideration not paid

dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA 30 FEET IN WIDTH HAVING 15 FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; ~~pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas;~~ fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

2040400970
Page: 2 of 3
4/06/2004 11:06 AM
EASE \$21.00
Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 25 day of March, 2004.

GRANTOR: **TILBURY CEMENT COMPANY**

BY: Wayne Bartz

STATE OF WASHINGTON)
) SS
 COUNTY OF Whatcom)

On this 25th day of March, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wayne Bartz, to me known to be the person who signed as Representative, of **TILBURY CEMENT COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **TILBURY CEMENT COMPANY** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **TILBURY CEMENT COMPANY**.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Kenneth A. Smith
 (Signature of Notary)

Kenneth A. Smith
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
 residing at Bellingham WA
 My Appointment Expires: 12/2/07

Notary seal, text and all notations must be inside 1" margins

2040400970

Page: 3 of 3
 4/06/2004 11:06 AM
 EASE \$21.00
 Whatcom County, WA



Request of: CHICAGO TITLE INSURANCE

RETURN DOCUMENT TO:

PUGET SOUND ENERGY, INC.
P.O. Box 90868 / PSE-10S
BELLEVUE, WA 98009
ATTN: CORP. FACILITIES,
I. McDANIEL



6041063

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S):

AMENDMENT OF EASEMENT

AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:

2040400970

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

GRANTOR(S)

LEHIGH NORTHWEST CEMENT COMPANY

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

GRANTEE(S):

PUGET SOUND ENERGY, INC

Additional grantee(s) 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 SE 23-38N-02E

This document is filed for record by CHICAGO TITLE INSURANCE CO. As an accommodation only. It has not been examined as to its execution or as to its affect upon title.

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT PARCEL NUMBER:

380223-123024-0000

Additional numbers can be found on page _____

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
P.O. Box 90868 / PSE-10S
Bellevue, WA 98009
ATTN: I. McDaniel

AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT

REFERENCE #: 2040400970
GRANTOR: Lehigh Northwest Cement Company
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn SE23-38N-02E
ASSESSOR'S PROPERTY TAX PARCEL: 380223-123024-0000

ORIGINAL

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 15TH of SEPTEMBER, 2009, by and between **Lehigh Northwest Cement Company**, a Washington corporation ("Grantor" herein), and **Puget Sound Energy, Inc.**, a Washington corporation ("PSE").

PSE is the holder of certain perpetual easement rights pursuant to that certain easement (the "Easement") from **Tilbury Cement Company**, dated **March 25th, 2004** and recorded under **Whatcom County Auditor File Number 2040400970**. The Grantor herein is the present owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, which is the property encumbered by said easement. The Grantor herein and PSE wish to clarify certain matters regarding the above mentioned easement.

NOW, THEREFORE, for and in consideration of Mutual Benefits, the parties hereto confirm and agree as follows:

Section 1. The Easement, as granted in **2004**, as hereinafter amended, remains in full force and effect.

Section 2. The legal description of the Easement Area lying within the real property described in said Exhibit "A" is hereby superseded and replaced with the description set forth as follows:

AN EASEMENT AREA FIFTY (50) FEET IN WIDTH HAVING TWENTY-FIVE (25) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

Section 3. This Agreement shall be binding upon and inure to the benefit of the Successors and Assignees of both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first set forth above.

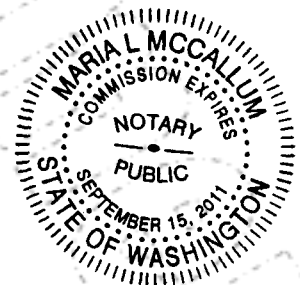
GRANTOR: **LEHIGH NORTHWEST CEMENT COMPANY**, a Washington corporation

BY: *[Signature]*

ITS: *VP Cement Operation*

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: *[Signature]*
Brett Bolton, Manager Real Estate



Maria L. McCallum

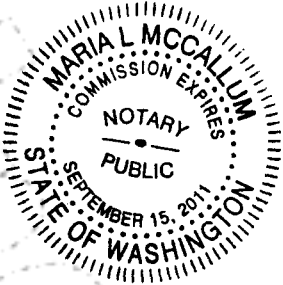
August 21 09

Expires September 15 2011

STATE OF WASHINGTON)
) ss
COUNTY OF Whatcom)

On this 21 day of August, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jorg Wydorf, to me known to be the person who signed as vice president, of **Lehigh Northwest Cement Company, a Washington corporation**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instruction on behalf of said corporation.

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



Maria Leanna McCallum
(Signature of Notary)

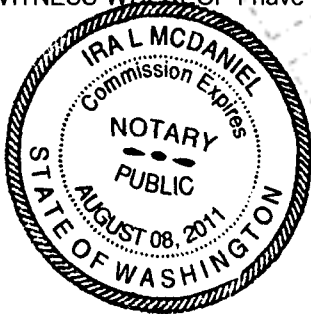
Maria Leanna McCallum
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Whatcom County
My Appointment Expires: September 15 2011

Notary seal, text and all notations must not be within 1" margins

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 15TH day of SEPTEMBER, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Brett Boltoni**, to me known to be the person who signed as **Manager Real Estate**, of **Puget Sound Energy, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of Puget Sound Energy, Inc. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instruction on behalf of said Puget Sound Energy, Inc.

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



Ira L. McDaniel
(Signature of Notary)

IRA L. MCDANIEL
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at ISSAQUAH
My Appointment Expires: 8/8/2011

Notary seal, text and all notations must not be within 1" margins

Exhibit "A"
Attached to and made a part of
AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT
dated 9/15/2009, by and between
**Lehigh Northwest Cement Company, a Washington corporation, as Grantor, and
Puget Sound Energy, Inc., a Washington corporation, as Grantee.**

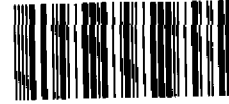
The Real Property:

ALL THAT PORTION OF THE ENOCH COMPTON DONATION CLAIM, SITUATE IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST, W.M., IN WHATCOM COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE BELLINGHAM-MARIETTA COUNTY ROAD 992.4 FEET SOUTH AND 613.2 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 23, BEING THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN THE ABOVE NAMED TOWNSHIP AND RANGE;
RUNNING THENCE SOUTH 25°50' WEST 1,170 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE OF BELLINGHAM BAY;
THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF THE SAID ENOCH COMPTON DONATION CLAIM;
THENCE NORTH 1300 FEET, MORE OR LESS TO THE SOUTHERLY LINE OF THE AFORESAID BELLINGHAM-MARIETTA COUNTY ROAD;
THENCE NORTH 50°12' WEST ALONG THE SOUTHERLY LINE OF THE BELLINGHAM-MARIETTA COUNTY ROAD A DISTANCE OF 1,822 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,**

EXCEPTING THAT CERTAIN RIGHT OF WAY 100 FEET IN WIDTH OVER AND ACROSS SAID LANDS HERETOFORE CONVEYED TO FAIRHAVEN & SOUTHERN RAILROAD COMPANY AND NOW OCCUPIED BY THE GREAT NORTHERN RAILWAY COMPANY.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



2050103719

Page: 1 of 4
1/25/2005 11:16 AM
NINT \$22.00
Whatcom County, WA

Request of: BELLINGHAM CITY OF

AFTER RECORDING RETURN DOCUMENT TO:

City of Bellingham - Public Works, Engineering
210 Lottie Street
Bellingham, WA 98225

↑ Reserved for Recording Purposes Only ↑

DOCUMENT TITLE: *Statement of Intent to Collect Connection Fee*

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): *City of Bellingham*

ADDITIONAL GRANTORS ON PAGE ____ OF DOCUMENT.

GRANTEE(S): *City of Bellingham*

ADDITIONAL GRANTEES ON PAGE ____ OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION: *Located in a portion of the Southeast 1/4 of section 15, the Northwest 1/4 of Section 23, and the Northeast 1/4 of Section 22, Township 38 North, Range 2 East*

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) ____ OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S): *380223195333, 380223191352, 380215533063, 380215494049, 380215520100, 380215471064, 380215457041, 380215468032, 380215478022, 380223124302*

**STATEMENT OF INTENT
TO COLLECT CONNECTION FEE
LCS 50-04**

1. This document imposes a deferred assessment on property owners to compensate the City of Bellingham for construction of certain public facilities.
2. The public facility involved here is described as: Installation of 4,193 linear feet of 18" sewer main and appurtenances along Marine Drive from the intersection of Bennett Drive Northwesterly to Williamson Way.
3. NOTICE IS HEREBY GIVEN that, pursuant to RCW 35.92 and Bellingham Municipal Code Section 15.08.230 (water) or 15.12.170 (sewer), the City of Bellingham will

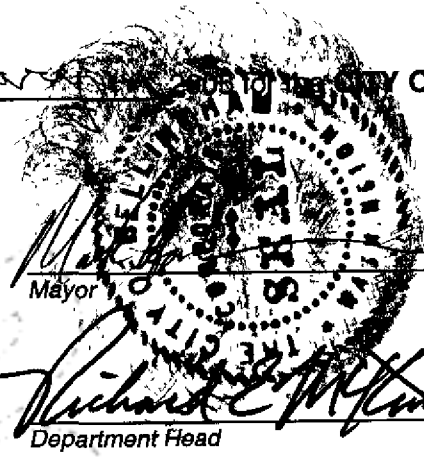
charge and collect a minimum of \$84.7532 per linear foot of property frontage for each service hereinafter connected to the above described improvement. Parcels of property which may be subject to these charges are indicated on the attached page of this document by legal description and/or a map thereof.

4. If payment of the above charge is made within 90 days of the date of recordation of this document, then no interest shall be charged. For payments subsequent to that time, interest will be charged on the amount in paragraph 3, computed in accordance with applicable Bellingham Municipal Code Section 15.08.230(A) (water)/15.12.175 (sewer).
5. Information regarding this document or the amount to be charged may be obtained from the City Department of Public Works.

DATED this 19th day of January, 2004 by the CITY OF BELLINGHAM.

Approved as to Form:

Lee C. Reardon
Office of the City Attorney



Attest:
Therese Hol
Finance Director

Richard E. McKinley
Department Head CAB

STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS

I CERTIFY that I know or have satisfactory evidence that **MARK ASMUNDSON** 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 **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.

JAN 19 2005



DATED Renie B Hill

SIGNATURE OF NOTARY PUBLIC

RENIE B. HILL
NAME PRINTED

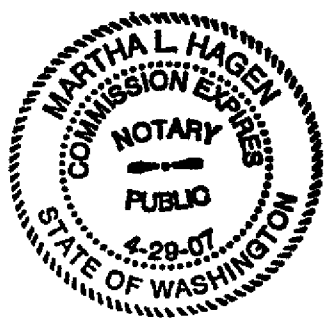
Notary Public
TITLE

10 Sept 2007
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS

I CERTIFY that I know or have satisfactory evidence that **THERESE HOLM** 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 **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.

19 January, 2005
DATED

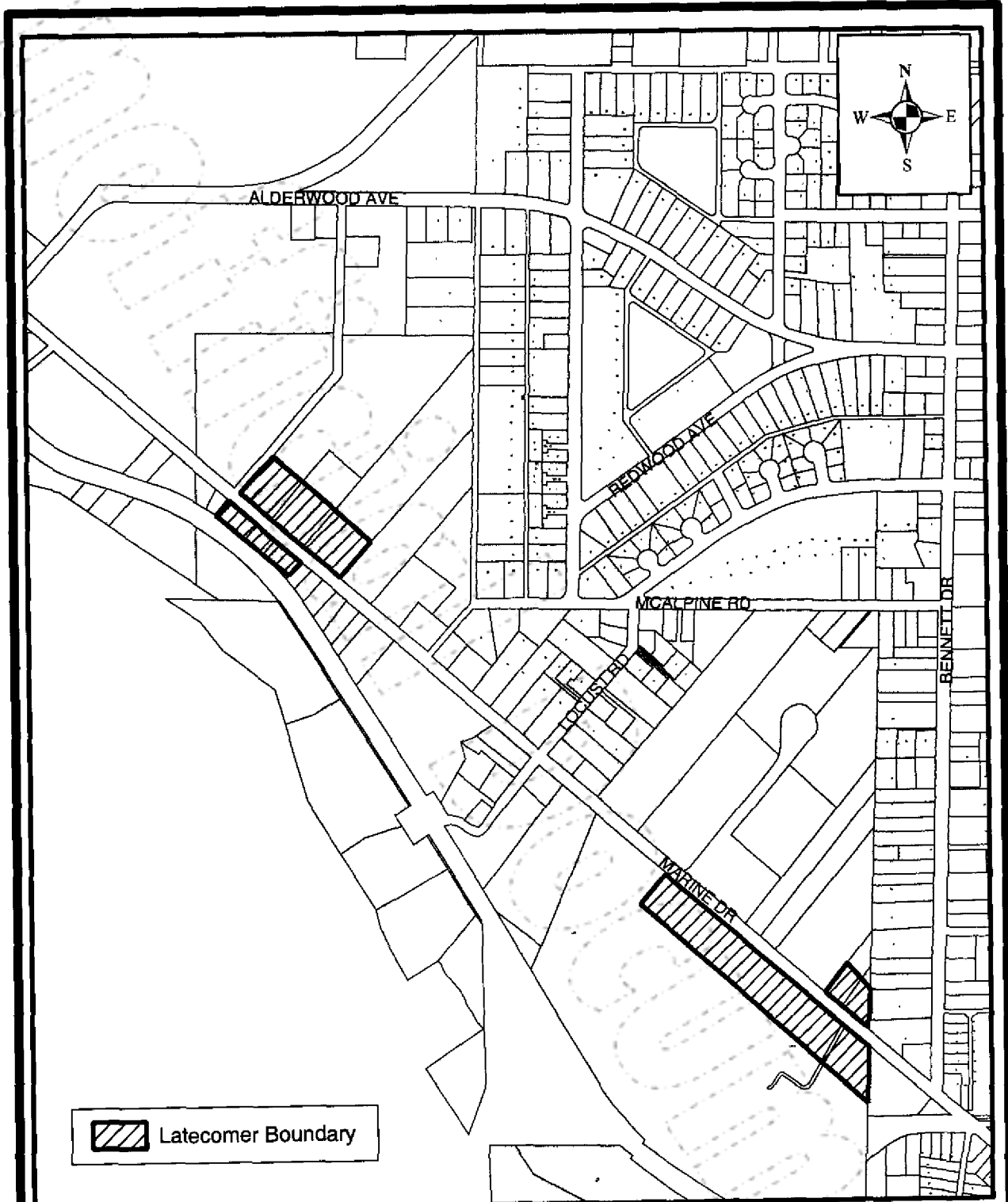



Martha L Hagen
SIGNATURE OF NOTARY PUBLIC

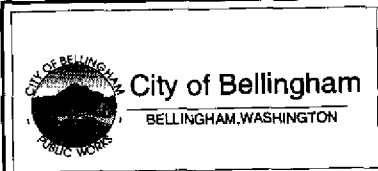
MARTHA L HAGEN
NAME PRINTED

Notary Public
TITLE

29 April 2007
MY APPOINTMENT EXPIRES



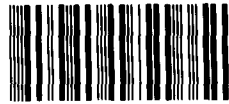
 Latecomer Boundary



LCS 50-04

Director of Public Works

Richard C. McKinley



2111103174

Page: 1 of 3
11/30/2011 11:52 AM
DEED \$64.00
Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

When recorded return to:
Mark Robinson
King Mountain Church
4152 Meridian Street #105-41
Bellingham, WA 98226

Filed for record at the request of:



1616 Cornwall Avenue, Suite 115
Bellingham, WA 98225

Escrow No.: 245342002

QUIT CLAIM DEED

THE GRANTOR(S)

DBW Marine Drive, LLC, a Washington limited liability company

for and in consideration of Ten dollars and other good and valuable consideration in hand paid,
conveys and quit claims to

King Mountain Church, a Washington non-profit corporation

the following described real estate, situated in the County of Whatcom, State of Washington together
with all after acquired title of the grantor(s) herein:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: *Ptn of Eldridge Donation Claim, sec 23, twp 38 North,*

Tax/Map ID(s): *rng 2 East. Full on page 3*

Tax Parcel Number(s): 49737/380223 213280 0000

Dated: November 28, 2011

DBW Marine Drive, LLC

BY: *William E. Crocker*
William E. Crocker, Authorized Agent

QUIT CLAIM DEED
(continued)

State of Washington

County of Whatcom

I certify that I know or have satisfactory evidence that William E. Cocker is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as authorized agent of DBW Marine Drive, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/29/11

Tami K. Glick

Tami K. Glick
Notary Public in and for the State of Washington
Residing at: Bellingham, WA
My appointment expires: April 9, 2013



FILED

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 49737/380223 213280 0000
Tax Map ID(s): 380223 213280 0000

PARCEL A:

A TRACT OF LAND IN ELDRIDGE DONATION CLAIM, IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., BOUNDED ON THE NORTH BY THE MARIETTA ROAD; BOUNDED ON THE SOUTH BY THE GREAT NORTHERN RAILWAY RIGHT OF WAY LEADING TO THE OLYMPIC

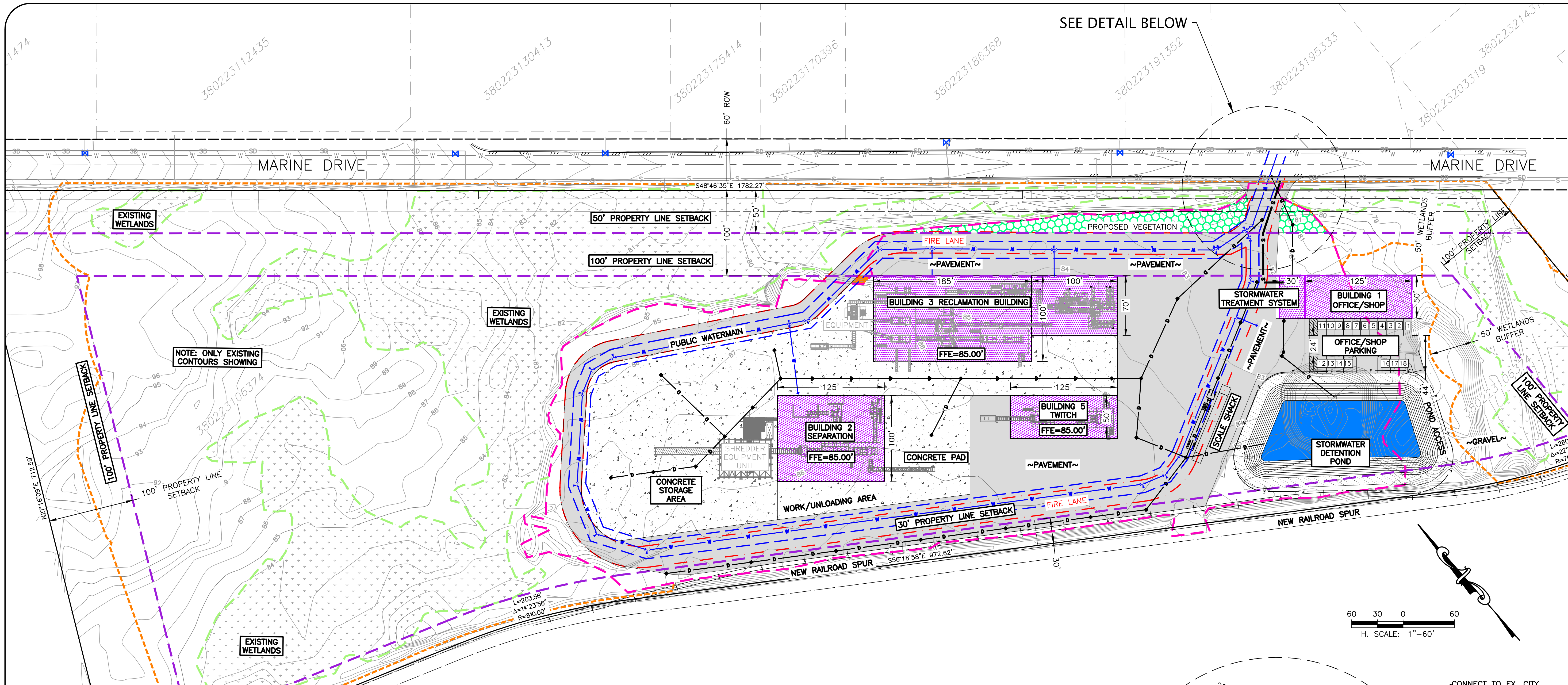
PORTLAND CEMENT COMPANY PLANT; ON THE WEST BY BOUNDARY LINE BETWEEN THE ELDRIDGE AND THE COMPTON DONATION CLAIMS;

AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

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

COMMENCING AT THE POINT WHERE THE WESTERLY LINE OF BENNETT AVENUE, "PLAT OF BENNETT ADDITION TO THE CITY OF WHATCOM, WHATCOM COUNTY, WASHINGTON", AS PER THE MAP THEREOF, RECORDED IN BOOK 5 OF PLATS, PAGE 28, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE, IF PRODUCED SOUTHERLY WOULD INTERSECT THE SOUTHWESTERLY LINE OF MARINE DRIVE; THENCE SOUTH 50 DEGREES 31' EAST ALONG THE SOUTHWESTERLY LINE OF MARINE DRIVE, 22.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 29' WEST TO THE NORTHERLY LINE OF THE MILWAUKEE RAILROAD RIGHT OF WAY; THENCE EASTERLY ALONG THE SAID RIGHT OF WAY, TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF MARINE DRIVE; THENCE NORTH 50 DEGREES 31' WEST ALONG THE SOUTHWESTERLY LINE OF MARINE DRIVE TO THE TRUE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

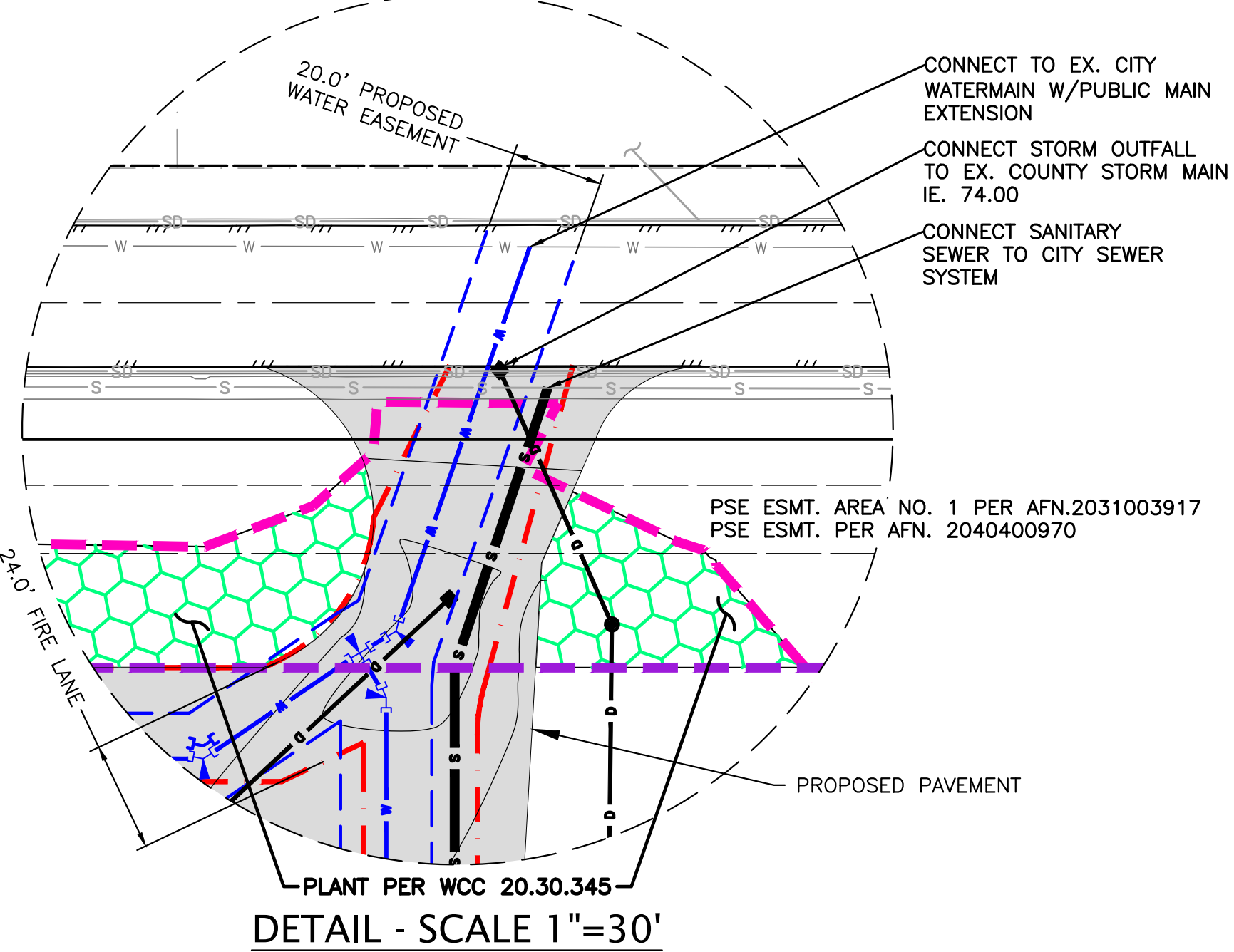


NOTE: ONLY EXISTING CONTOURS SHOWING

LEGEND

- PROPOSED STORM PIPE
- PROPOSED WATER EASEMENT
- PROPOSED WATER LINE
- POND BOTTOM ELEVATION 74.0'
- POND FILL TO DAYLIGHT
- PROPOSED PARKING
- PROPOSED GRAVEL
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING RAILROAD
- EXISTING ASPHALT
- EXISTING WETLANDS
- EXISTING WATER LINE
- EXISTING CURB
- EXISTING STORM LINE
- EXISTING EASEMENT
- PROPOSED BUILDINGS
- PROPOSED CONCRETE
- LIMITS OF EXISTING FILL
- PROPOSED VEGETATION PLANTINGS
- 50' & 100' SETBACKS
- FIRELANE
- PROPOSED PAVEMENT
- WETLAND BUFFER
- WETLAND LIMITS

SEE DETAIL BELOW



ABC RECYCLING
OVERALL SITE PLAN
PRELIMINARY
741 MARINE DRIVE
BELLINGHAM, WASHINGTON 98226

REV	DATE	BY	DESCRIPTION

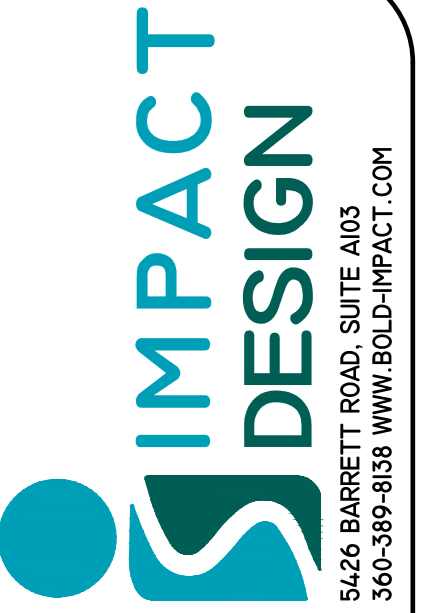
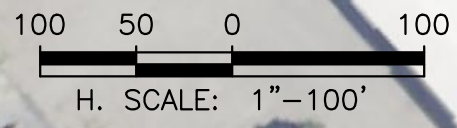
PROJECT NUMBER:
21029

DESIGNED/DRAWN BY:
BLS

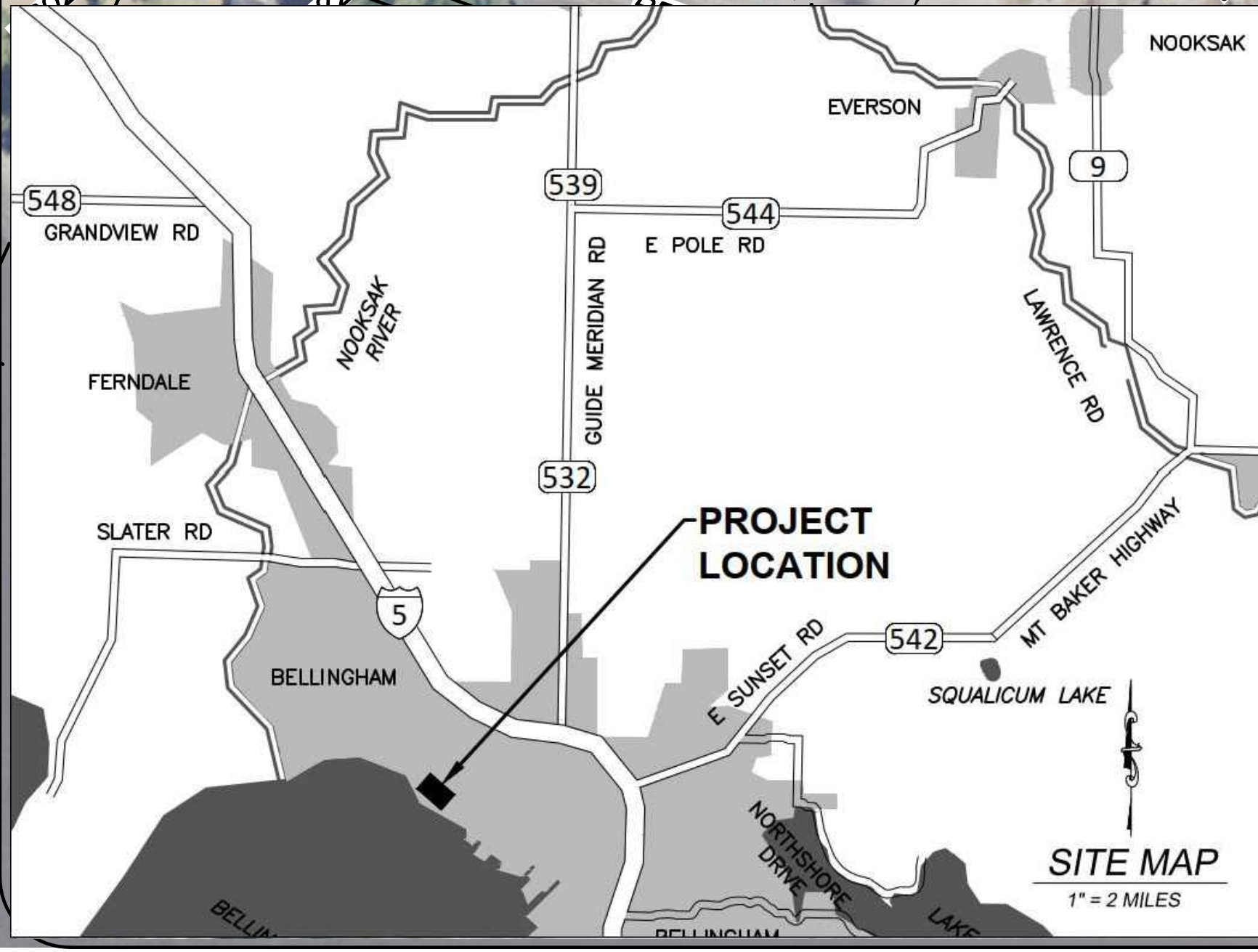
CHECKED BY:
SIG

ISSUE DATE:
10-19-2023

Z:\Shared\PROJECTS\21029_741 Marine Dr. (ABC Recycling)\DWG\21029_ABC_Recycling_Site_Plan_2.dwg Oct 19, 2023 - 5:42pm



ABC RECYCLING
 OVERALL SITE PLAN - 100 SCALE
 PRELIMINARY
 741 MARINE DRIVE
 BELLINGHAM, WASHINGTON 98226



REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
21029

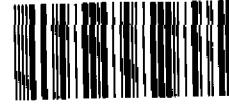
DESIGNED/DRAWN BY:
BLS

CHECKED BY:
SIG

ISSUE DATE:
10-19-2023

6
OF: 25

Z:\Shared\PROJECTS\21029_741 Marine Dr. (ABC Recycling)\DWG\21029_ABC_Recycling_Site_Plan_2.dwg Oct 19, 2023 - 5:46pm



2050103719

Page: 1 of 4
1/25/2005 11:16 AM
NINT \$22.00
Whatcom County, WA

Request of: BELLINGHAM CITY OF

AFTER RECORDING RETURN DOCUMENT TO:

City of Bellingham - Public Works, Engineering
210 Lottie Street
Bellingham, WA 98225

↑ Reserved for Recording Purposes Only ↑

DOCUMENT TITLE: *Statement of Intent to Collect Connection Fee*

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): *City of Bellingham*

ADDITIONAL GRANTORS ON PAGE ____ OF DOCUMENT.

GRANTEE(S): *City of Bellingham*

ADDITIONAL GRANTEES ON PAGE ____ OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION: *Located in a portion of the Southeast 1/4 of section 15, the Northwest 1/4 of Section 23, and the Northeast 1/4 of Section 22, Township 38 North, Range 2 East*

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) ____ OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S): *380223195333, 380223191352, 380215533063, 380215494049, 380215520100, 380215471064, 380215457041, 380215468032, 380215478022, 380223124302*

**STATEMENT OF INTENT
TO COLLECT CONNECTION FEE
LCS 50-04**

1. This document imposes a deferred assessment on property owners to compensate the City of Bellingham for construction of certain public facilities.
2. The public facility involved here is described as: Installation of 4,193 linear feet of 18" sewer main and appurtenances along Marine Drive from the intersection of Bennett Drive Northwesterly to Williamson Way.
3. NOTICE IS HEREBY GIVEN that, pursuant to RCW 35.92 and Bellingham Municipal Code Section 15.08.230 (water) or 15.12.170 (sewer), the City of Bellingham will

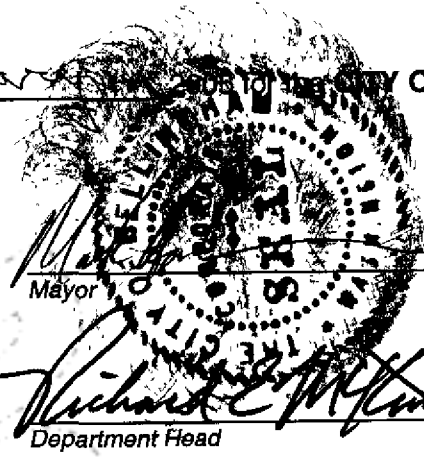
charge and collect a minimum of \$84.7532 per linear foot of property frontage for each service hereinafter connected to the above described improvement. Parcels of property which may be subject to these charges are indicated on the attached page of this document by legal description and/or a map thereof.

4. If payment of the above charge is made within 90 days of the date of recordation of this document, then no interest shall be charged. For payments subsequent to that time, interest will be charged on the amount in paragraph 3, computed in accordance with applicable Bellingham Municipal Code Section 15.08.230(A) (water)/15.12.175 (sewer).
5. Information regarding this document or the amount to be charged may be obtained from the City Department of Public Works.

DATED this 19th day of January, 2004 by the CITY OF BELLINGHAM.

Approved as to Form:

Lee C. Reardon
Office of the City Attorney



Attest:
Therese Hol
Finance Director

Richard E. McKinley
Department Head CAB

STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS

I CERTIFY that I know or have satisfactory evidence that **MARK ASMUNDSON** 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 **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.

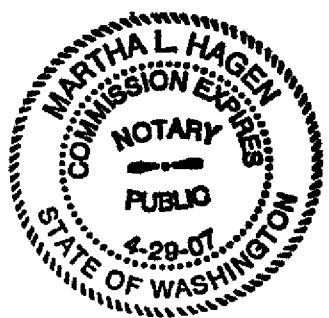
JAN 19 2005



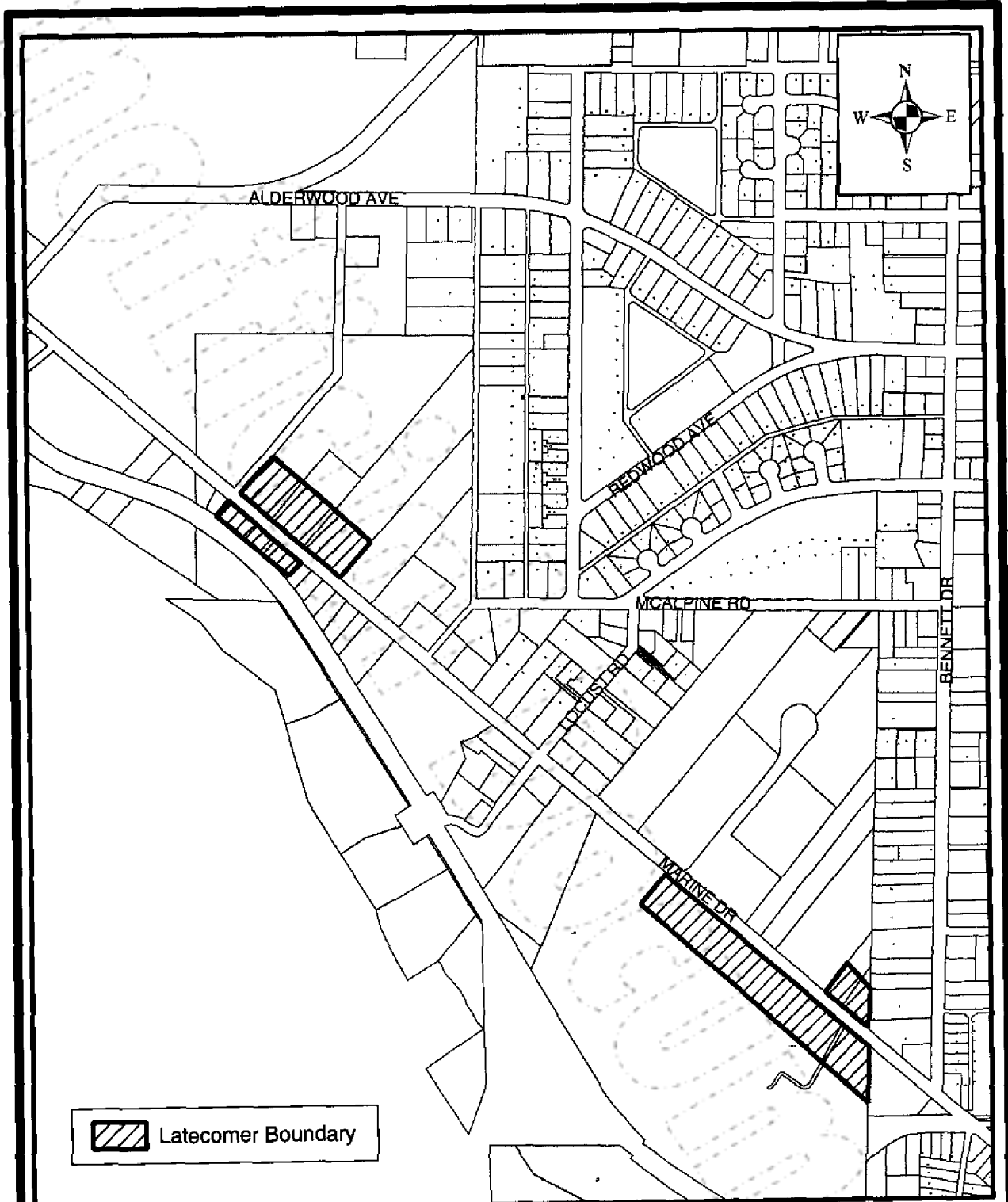
DATED _____
Renie B Hill
SIGNATURE OF NOTARY PUBLIC
RENIE B. HILL
NAME PRINTED
Notary Public
TITLE
10 Sept 2007
MY APPOINTMENT EXPIRES _____


STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS


I CERTIFY that I know or have satisfactory evidence that **THERESE HOLM** 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 **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.



19 January, 2005
DATED _____
Martha L Hagen
SIGNATURE OF NOTARY PUBLIC
MARTHA L HAGEN
NAME PRINTED
Notary Public
TITLE
29 April 2007
MY APPOINTMENT EXPIRES _____



 Latecomer Boundary



City of Bellingham
BELLINGHAM, WASHINGTON

LCS 50-04

Director of Public Works

Richard C. McKinley

Whatcom County Water Dist. #2

Phone: 360-733-5770
Fax : 360-671-4912

1615 Bayon Rd
Bellingham, WA 98225

19 October 2023

ABC Recycling
8081 Meadow Avenue
Burnaby, BC V3N 2V9

Subject: Water Availability at 741 Marine Dr.

Dear Steve,

Whatcom County Water District #2 can provide water to the above property subject to confirmation of potable water and fire flow requirements subject to water availability.

Currently a new $\frac{3}{4}$ inch potable service connection including 1 equivalent residential unit (ERU) per parcel is:

General Facilities Fee \$4,500.00

Connection Fee (minimum) \$2,000.00

All connection costs over \$2,000.00 will be paid by the customer.

All Permit Fess will be paid by the customer.

Whatcom County Water Dist. #2 will install the meter at the property line and requires the property owner to install a shut off valve "One Foot" beyond the meter box before service is turned on.

The current minimum charge to install a fire hydrant if requested is \$8,500.00.

All connection costs over the \$8,500.00 will be paid by the customer,

All Permit Fess will be paid by the customer.

Any engineering and design required by the district or permitting will be paid by the customer, in addition to the above costs.

If you have any further questions, please call me.

Sincerely Yours,

Lorrie Whitfield

Office Manager

From: [Steve Holan](#)
To: [Scott Goodall](#); [Brandon Hausmann](#)
Cc: [Andy Anthony](#); [Viral Patel](#); [Steve Shinn](#)
Subject: FW: Water Availability - 741 Marine Dr.
Date: Thursday, October 19, 2023 10:47:11 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[WD2 water availability letter to ABC.doc](#)

Good morning,

Please see the updated letter dated today for the Water Availability to the site.

Thank you,

Steven Holan, CRSP

Director, Health, Safety, and Environment

T: 604-522-9727 **C:** 604-219-0040

From: Lorrie Whitfield <wccd2@qwestoffice.net>
Sent: Thursday, October 19, 2023 10:41 AM
To: Steve Holan <steve.holan@abcrecycling.com>
Cc: Dave Olson <dave@watersystems-services.net>
Subject: RE: Water Availability - 741 Marine Dr.

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Good Morning Steve,

Attached you will find an updated letter per your request.

The letter is *District* information only and will not meet county building & codes requirements.

Sincerely,

Lorrie Whitfield

Office Manager
Whatcom County Water #2
360-733-5770

From: Steve Holan <steve.holan@abcrecycling.com>
Sent: Wednesday, October 18, 2023 4:14 PM

To: wcd2@qwestoffice.net

Cc: Andy Anthony <andy.anthony@abcrecycling.com>; Brandon Hausmann <brandon@alpineengineer.com>; Steve.Shinn <Steve.Shinn@abcrecycling.com>; Scott Goodall <scott@bold-impact.com>

Subject: RE: Water Availability - 741 Marine Dr.

Good afternoon,

In late 2020 we received the attached letter regarding water availability at 741 Marine Dr. As the document is a few years old, would it be possible to confirm the previous details in this letter, update the letter for 2023 and have it signed?

Please let me know any additional details that we could provide, or information required so we can obtain an updated water availability letter for 741 Marine Dr.

Thank you,

Steven Holan, CRSP

Director, Health, Safety, and Environment

T: 604-522-9727 **C:** 604-219-0040



8081 Meadow Avenue, Burnaby, BC V3N 2V9

*"We exist to preserve the world's resources,
building thriving communities by accelerating metal recycling"*

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