



Whatcom County

COUNTY COURTHOUSE
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Agenda Bill Master Report

File Number: AB2019-167

File ID:	AB2019-167	Version:	1	Status:	Adopted
File Created:	03/07/2019	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
First Assigned to:	Council				
Agenda Date:	07/09/2019	Next Mtg. Date:	05/07/2019	Hearing Date:	05/07/2019

TITLE FOR AGENDA ITEM:

Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way to allow for the provision of water services.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/26/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council
05/07/2019	Council	HEARD PUBLIC TESTIMONY	Council Public Works & Health Committee
06/04/2019	Council Public Works & Health Committee	HELD IN COMMITTEE	Council Committee of the Whole-Executive Session
06/18/2019	Council Special Committee of the Whole	RECOMMENDED FOR ADOPTION	
07/09/2019	Council	ADOPTED	
	Notes: Vote: 5-0, Brenner abstained and Byrd absent, Ordinance 2019-051		

Attachments: Memo from PW March.7.19, Ordinance, Franchise application, Agenda Bill Master Report

Final Action: 07/09/2019
Enactment Date: 07/09/2019
Enactment #: ORD 2019-051



RETURN DOCUMENT TO:

CATHY HALKA
WHATCOM COUNTY
COUNCIL OFFICE

DOCUMENT TITLE(S): FRANCHISE

Ordinance granting Glenhaven Lakes Club Inc. a franchise and the right, privilege, and authority thereunder to locate, set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across and through the franchise area to allow for the provision of water services.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Ordinance Number: 2019-051

Additional reference numbers found on page _____ of document.

GRANTOR(S):

Whatcom County

Additional grantors found on page _____ of document.

GRANTEE(S): Glenhaven Lakes Club, Inc.

Additional grantees found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat, or section, township, range)

All public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, (Volume 9 of Plats, Pages 35 and 36); Glenhaven Lakes Division Number 2 (Volume 9, Pages 39 and 40); Glenhaven Lakes Division Number 3, (Volume 9, Pages 47 and 48); Glenhaven Lakes Division Number 4, (Volume 9, Pages 51 and 52); Glenhaven Lakes Division Number 5, (Volume 9, Pages 55, 56, and 57); Glenhaven Lakes Division Number 6, (Volume 9, Pages 62 and 63); Glenhaven Lakes Division Number 7 (Volume 9, Pages 66 and 67); Glenhaven Lakes Division Number 8 (Volume 9, Pages 69 and 70); Glenhaven Lakes Division Number 9, (Volume 9, Pages 73 and 74); Glenhaven Lakes Division Number 10 (Volume 9, Pages 77 and 78; Glenhaven Lakes Division Number 11 (Volume 9, Pages 83 and 84); Glenhaven Lakes Division Number 12 (Volume 9, Pages 80 and 81); Situate in Whatcom County, Washington.

Additional legal description can be found on page _____ of document.

ASSESSOR'S PARCEL NUMBER:

None - roads

PROPOSED BY: Executive

INTRODUCTION DATE: 3/26/2019

ORDINANCE NO. 2019-051

GRANTING GLENHAVEN LAKES CLUB INC. A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES.

WHEREAS, Glenhaven Lakes Club Inc. (hereinafter referred to as "Glenhaven Lakes"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Glenhaven Lakes has operated a system of water mains and water distribution lines and other facilities within a portion of Whatcom County under a previous twenty five-year franchise ordinance, adopted by the County Council on October 5, 1993 and approved by the County Executive;

WHEREAS, Glenhaven Lakes seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Glenhaven Lakes has come on regularly to be heard by the County Council on the 7th day of May, 2019, and notice of this hearing having been duly published on the 27th day of April, 2019, and the 4th day of May, 2019, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

WHEREAS, Whatcom County and Glenhaven Lakes intend that the previous franchises granted to Glenhaven Lakes that pertain to water lines for the provision of water services shall be terminated and be replaced by this Franchise;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Glenhaven Lakes, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Glenhaven Lakes" means Glenhaven Lakes Club, Inc., and its successors and assigns.

1.1.3 "Franchise Area" means all public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, according to the plat thereof, recorded in Volume 9 of Plats, Pages 35 and 36; Glenhaven Lakes Division Number 2, according to the plat thereof, recorded in Volume 9, Pages 39 and 40; Glenhaven Lakes Division Number 3, according to the plat thereof, recorded in Volume 9 of Plats, Pages 47 and 48; Glenhaven Lakes Division Number 4, according to the plat thereof, recorded in Volume 9, Pages 51 and 52; Glenhaven Lakes Division Number 5, according to the plat thereof, recorded in Volume 9, Pages 55, 56, and 57; Glenhaven Lakes Division Number 6, according to the plat thereof, recorded in Volume 9, Pages 62 and 63; Glenhaven Lakes Division Number 7, according to the plat thereof, recorded in Volume 9, Pages 66 and 67; Glenhaven Lakes Division Number 8, according to the plat thereof, recorded in Volume 9, Pages 69 and 70; Glenhaven Lakes Division Number 9, according to the plat thereof, recorded in Volume 9, Pages 73 and 74; Glenhaven Lakes Division Number 10, according to the plat thereof, recorded in Volume 9, Pages 77 and 78; Glenhaven Lakes Division Number 11, according to the plat thereof, recorded in Volume 9, Pages 83 and 84; Glenhaven Lakes Division Number 12, according to the plat thereof, recorded in Volume 9, Pages 80 and 81; Situate in Whatcom County, Washington. Plat maps Exhibits A through M inclusive.

1.1.4 "Facilities" means, collectively, any and all water transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 "Ordinance" means Ordinance No. 2019-051, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space

along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Glenhaven Lakes facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Glenhaven Lakes a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Glenhaven Lakes' Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Glenhaven Lakes may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Glenhaven Lakes proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and

ordinances.

4.2 Glenhaven Lakes' existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Glenhaven Lakes which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Glenhaven Lakes shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Glenhaven Lakes by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Glenhaven Lakes shall have preference as to the positioning and location of such utilities so installed with respect to Glenhaven Lakes. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Glenhaven Lakes shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Glenhaven Lakes' Facilities.

4.4 The locating, laying, construction, operation and maintenance of Glenhaven Lakes' Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road-work contiguous to Glenhaven Lakes' Facilities, provided that Glenhaven Lakes and the County shall first check with the locator service to determine whether or not any of Glenhaven Lakes' lines are located in the proposed work area. Upon finding from the locator service that Glenhaven Lakes does have lines located within the proposed work area, the County shall provide Glenhaven Lakes with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Glenhaven Lakes may protect its Facilities. Failure of Glenhaven Lakes to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Glenhaven Lakes the otherwise-required advance notice of proposed work.

4.5 Glenhaven Lakes shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Glenhaven Lakes shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Glenhaven Lakes fails to comply with this provision, and by its failure, property is damaged, then Glenhaven Lakes shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Glenhaven Lakes shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Glenhaven Lakes first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Glenhaven Lakes. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Glenhaven Lakes' Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Glenhaven Lakes shall be governed by and conform to the general rules adopted by the County Engineer; and Glenhaven Lakes at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Glenhaven Lakes shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Glenhaven Lakes or its agents in a condition dangerous to life or property, and Glenhaven Lakes upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Glenhaven Lakes and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused

by Glenhaven Lakes that necessitates immediate repair by the County or its agents on an emergency basis where notice to Glenhaven Lakes or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Glenhaven Lakes.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Glenhaven Lakes shall reasonably conform to the standards and specifications established by the County Engineer. Glenhaven Lakes shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Glenhaven Lakes under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Glenhaven Lakes shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Glenhaven Lakes shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Glenhaven Lakes shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Glenhaven Lakes.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Glenhaven Lakes shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Glenhaven Lakes' operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Glenhaven Lakes. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Glenhaven Lakes shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Glenhaven Lakes shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Glenhaven Lakes, such relocation or adjustment of Glenhaven Lakes' Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Glenhaven Lakes may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Glenhaven Lakes of such alternatives in writing, the County shall evaluate such alternatives and shall advise Glenhaven Lakes in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Glenhaven Lakes' Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Glenhaven Lakes full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Glenhaven Lakes shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Glenhaven Lakes from future relocation or adjustment of Glenhaven Lakes' Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Glenhaven Lakes' Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Glenhaven Lakes' Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Glenhaven Lakes, at a time and upon terms acceptable to Glenhaven Lakes, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Glenhaven Lakes in the relocation of Glenhaven Lakes' Facilities; and

6.3.2 Indemnify and save Glenhaven Lakes harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Glenhaven Lakes' Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Glenhaven Lakes' Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Glenhaven Lakes' Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Glenhaven Lakes or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Glenhaven Lakes' Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Glenhaven Lakes in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Glenhaven Lakes shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Glenhaven Lakes in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Glenhaven Lakes agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne

by Glenhaven Lakes being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Glenhaven Lakes exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Glenhaven Lakes, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Glenhaven Lakes shall have the right as a condition of such relocation to require such person or entity to pay to Glenhaven Lakes all relocation costs and expenses in excess of the portion borne by Glenhaven Lakes under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Glenhaven Lakes shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Glenhaven Lakes shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Glenhaven Lakes to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Glenhaven Lakes shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Glenhaven Lakes, its agents, servants or employees in exercising the rights granted to Glenhaven Lakes in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Glenhaven Lakes thereof, and Glenhaven Lakes shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Glenhaven Lakes and the County, Glenhaven Lakes and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Glenhaven Lakes shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Glenhaven Lakes' failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Glenhaven Lakes at the time

of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Glenhaven Lakes proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Glenhaven Lakes shall notify the County of the same and the County shall have the option, with the concurrence of Glenhaven Lakes, to acquire in place of such Glenhaven Lakes proposed easements, additional public rights-of-way or equivalent public utility easements for use by Glenhaven Lakes. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Glenhaven Lakes' use of such public utility easements shall be subject to the terms and conditions of such public utility easements. Provided the above section does not apply to Glenhaven Lakes' customer service lines and only to easements related to new transmission water pipelines.¹

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Glenhaven Lakes, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Glenhaven Lakes allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Glenhaven Lakes from exercising its powers of eminent domain. Should Glenhaven Lakes notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Glenhaven Lakes, reserve an easement to Glenhaven Lakes for Glenhaven Lakes' Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Glenhaven Lakes for the temporary

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

adjustment of Glenhaven Lakes' Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Glenhaven Lakes, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Glenhaven Lakes shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Glenhaven Lakes and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Glenhaven Lakes shall have no rights under this Franchise nor shall Glenhaven Lakes be bound by the terms and conditions of this Franchise unless Glenhaven Lakes shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Glenhaven Lakes not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Glenhaven Lakes shall be deemed to have rejected the same. In case of Glenhaven Lakes' tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 The existing franchise between the Parties pertaining to the same subject matter, i.e., Glenhaven Lakes' Facilities, which was granted by the County and accepted by Glenhaven

Lakes on May 31, 1978, shall be superseded and replaced by this franchise upon the effective date of this franchise as provided above.

13.3 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Glenhaven Lakes may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Glenhaven Lakes, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Glenhaven Lakes is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Glenhaven Lakes any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or

condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Glenhaven Lakes, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Glenhaven Lakes: Office Manager
Glenhaven Lakes Club, Inc.
664 Rainbow Dr.
Sedro Woolley, WA 98284

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Glenhaven Lakes shall keep in effect, a liability insurance policy covering all liability of Glenhaven Lakes to the County, including any assumed by contract between Glenhaven Lakes and any other party, with limits at least in the amount of \$1,000,000. In lieu of the insurance requirement of this Section, Glenhaven Lakes may self-insure against such risks. At the time of Glenhaven Lakes' acceptance of this Franchise and otherwise upon the County's request, Glenhaven Lakes shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Glenhaven Lakes shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Glenhaven Lakes' forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Glenhaven Lakes cannot be corrected with due diligence within said sixty (60) day period (Glenhaven Lakes' obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Glenhaven Lakes may so comply shall be extended for such time as may be reasonably necessary and so long as Glenhaven Lakes commences promptly and diligently to effect such compliance.

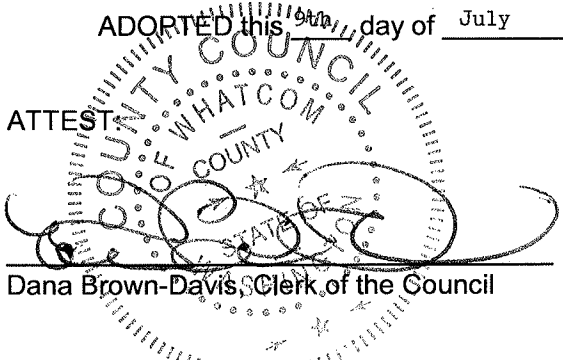
Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less

than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least five members of the County Council on July 9, 2019.

ADORTED this 9th day of July, 2019.

ATTEST



Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

APPROVED AS TO FORM:

CDP 3/14/19

Civil Deputy Prosecutor

Approved Denied

Jack Louws, County Executive

Dated: 7/10/2019

EXHIBIT A

GLENHAVEN LAKES CLUB INC. FRANCHISE

Exhibits B through M are identified as follows:

Exhibit B	Plat Map of Glenhaven Lakes
Exhibit C	Plat Map of Glenhaven Lakes, Division Number 2
Exhibit D	Plat Map of Glenhaven Lakes, Division Number 3
Exhibit E	Plat Map of Glenhaven Lakes, Division Number 4
Exhibit F	Plat Map of Glenhaven Lakes, Division Number 5
Exhibit G	Plat Map of Glenhaven Lakes, Division Number 6
Exhibit H	Plat Map of Glenhaven Lakes, Division Number 7
Exhibit I	Plat Map of Glenhaven Lakes, Division Number 8
Exhibit J	Plat Map of Glenhaven Lakes, Division Number 9
Exhibit K	Plat Map of Glenhaven Lakes, Division Number 10
Exhibit L	Plat Map of Glenhaven Lakes, Division Number 11
Exhibit M	Plat Map of Glenhaven Lakes, Division Number 12

Exhibit N

ACCEPTANCE OF FRANCHISE

Glenhaven Lakes Club, Inc.

The Whatcom County Council at its meeting of July 9, 2019, adopted Ordinance 2019-051 approving the application for franchise filed by Glenhaven Lakes Club, Inc.. The petition and all related documents are available for review in the Council Office as file number AB2019-167.

Glenhaven Lakes Club, Inc. hereby accepts, subject to all the conditions contained in Ordinance 2019-051, that certain non-exclusive franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain water transmission and distribution facilities upon, under, over, across and along certain roads and other areas in Whatcom County, Washington. The previous franchises granted to Deer Creek Water that pertain to water lines for the provision of water services shall be terminated and be replaced by this franchise.

This ordinance of Whatcom County grants to Glenhaven Lakes Club, Inc. a franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a public water system, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area. The Franchise Area means all public county roads, county public ways, county property, and platted right of way as dedicated within the following plats: Glenhaven Lakes, according to the plat thereof, recorded in Volume 9 of Plats, Pages 35 and 36; Glenhaven Lakes Division Number 2, according to the plat thereof, recorded in Volume 9, Pages 39 and 40; Glenhaven Lakes Division Number 3, according to the plat thereof, recorded in Volume 9 of Plats, Pages 47 and 48; Glenhaven Lakes Division Number 4, according to the plat thereof, recorded in Volume 9, Pages 51 and 52; Glenhaven Lakes Division Number 5, according to the plat thereof, recorded in Volume 9, Pages 55, 56, and 57; Glenhaven Lakes Division Number 6, according to the plat thereof, recorded in Volume 9, Pages 62 and 63; Glenhaven Lakes Division Number 7, according to the plat thereof, recorded in Volume 9, Pages 66 and 67; Glenhaven Lakes Division Number 8, according to the plat thereof, recorded in Volume 9, Pages 69 and 70; Glenhaven Lakes Division Number 9, according to the plat thereof, recorded in Volume 9, Pages 73 and 74; Glenhaven Lakes Division Number 10, according to the plat thereof, recorded in Volume 9, Pages 77 and 78; Glenhaven Lakes Division Number 11, according to the plat thereof, recorded in Volume 9, Pages 83 and 84; Glenhaven Lakes Division Number 12, according to the plat thereof, recorded in

Volume 9, Pages 80 and 81; Situate in Whatcom County, Washington. Plat maps Exhibits A through M inclusive.

Granting of this franchise becomes official upon receipt from the petitioner of this signed and notarized document, and payment by petitioner of publication costs incurred by the County Council Office.

This franchise, when granted, shall be in effect for a period of twenty-five (25) years.



WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne
Council Chair

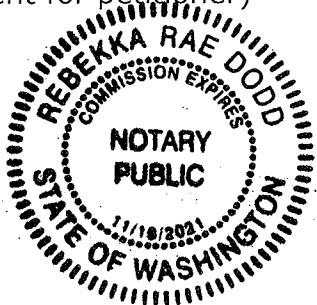
Agent for the petitioner, Glenhaven Lakes Club, Inc.:

Date: 08-06-2019

State of Washington)
) ss.
County of Whatcom)

Signed and sworn to before me on this 8th day of August 2019, by

Beverly Crouter
(Agent for petitioner)



Notary Public in and for the State of Washington,
residing at Whatcom County

My notary commission expires 11/18/2021

Effective Date of this franchise: July 20, 2019

GLENHAVEN LAKES

SECTION 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

SCALE 1" = 100'

EXHIBIT B

C
A
I
N
L
A
K
E

UNPLATTED



CURVE (A) DATA	CURVE (B) DATA
A 46°40'25"	A 214.10'
B 353.34'	B 358.35'
ST 128.50'	ST 104.24'
LC 263.38'	LC 206.25'

⊙ INDICATES COR MONUMENT

NORTH



A 5°21'30"
D 1"
ST 248.1'
LC 353.8'
H 373.60'

CENTER SEC. 32
STEEL CASING POUND

NOTE:

ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE EXERCISE OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON IN BOOK 4713 ... OF RECORD, PAGE 514.

A 6°44'30"
D 1"
ST 458.0'
LC 674.2'
H 373.60'

UNPLATTED

GLENHAVEN LAKES

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I, EDWARD M. THOMPSON DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES ALL OF LOT 1, BLOCK 1 OF THE PLAT OF CAIN LAKE AS RECORDED IN VOLUME 17 OF PLATS, PAGES 61 AND 62, WHATCOM COUNTY AUDITOR'S OFFICE AND ALSO OF THAT PORTION OF THE NW 1/4 OF SECTION 32, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 1, BLOCK 1, PLAT OF CAIN LAKE; THENCE S 86° 05' W - 426.93' TO THE PRESENT SHORE LINE OF CAIN LAKE; THENCE WESTERLY AND NORTHERLY ALONG SAID SHORELINE OF CAIN LAKE TO THE SW CORNER OF LOT 24, BLOCK 4 OF GLENHAVEN LAKES PLAT; THENCE N 14° 30' 27" W - 194.15 FT.; THENCE N 41° 18' 04" W - 60.09 FT.; THENCE N 9° 17' 48" E - 183.90 FT.; THENCE N 17° 08' 52" W - 60.05 FT.; THENCE N 87° 57' 58" W - 242.11 FT.; THENCE N 87° 51' 04" E - 60.87 FT.; THENCE S 72° 30' 35" E - 170.43 FT.; THENCE N 88° 01' 25" E - 1333.50 FT.; THENCE 44.46 FT. ALONG A CURVE TO THE LEFT, RADIUS OF 3000 FT. TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CAIN LAKE ROAD (CO. RD. NO. 186 AND 485); THENCE SOUTHERLY 307.75 FT. ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT, RADIUS OF 5760.00 FT., CENTRAL ANGLE OF 8° 44' 30" TO AN INTERSECTION WITH THE WEST LINE OF THE OLD CAIN LAKE ROAD (CO. RD. NO. 186); THENCE S 40° 08' 45" W - 709.39 FT.; THENCE S 10° 44' 32" W - 342.24 FT.; THENCE S 3° 54' 05" E - 196.68 TO THE POINT OF BEGINNING.

Edward M. Thompson
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OLYN E. CORNING AND ELIZABETH CORNING HIS WIFE BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED, (TOGETHER WITH ALLEN THOMPSON AND NATTIE THOMPSON HIS WIFE BEING MORTGAGEES OF RECORD OF SAID LAND); HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILL UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING ALL LOTS, TRACTS OR PARCELS OF LAND EMBRACED WITHIN THIS PLAT SHALL BE SUBJECT TO THE FOLLOW RESTRICTIONS FOR A PERIOD OF 10 YEARS FROM THE DATE OF RECORDING OF THIS PLAT OR UNTIL SUCH TIME AS COUNTY ZONING COMES INTO FORCE AND APPLIES TO THIS PLAT; AND ALL SALES OR TRANSFERS OF OWNERSHIP OF THE LOTS, TRACTS OR PARCELS SHALL BE SUBJECT TO THESE RESTRICTIONS, AS FOLLOWS:

1. NO LOT, TRACT, OR PORTION OF A LOT OR TRACT SHALL BE SUBDIVIDED.
2. NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 50 FEET TO THE FRONT PROPERTY LINE; AND IN THE CASE OF CORNER LOTS, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER THAN 15 FEET TO THE SIDE PROPERTY LINE BUTTING THE ROAD RIGHT-OF-WAY.
3. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND A SEWAGE DISPOSAL PERMIT FROM THE RESPECTIVE COUNTY AGENCIES.

IN WITNESS WHEREOF, WE HAVE SET HEREON OUR HANDS AND SEALS THIS 14th DAY OF November, 1962.

(SEAL)

Allen H. Thompson *Nattie Thompson*
MORTGAGEE OF RECORD

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 14th DAY OF November, 1962 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME Ollyn E. Corning AND Nattie Thompson (HIS WIFE), TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DEDICATION HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

Ollyn E. Corning
NOTARY PUBLIC

Ollyn E. Corning
(PLACE)



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 30th DAY OF November, 1962.

J. F. [Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON

(SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 20 DAY OF November, 1962.

Peter S. [Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 24 DAY OF November, 1962.

ATTEST: *[Signature]*
CLERK OF THE BOARD

[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

TREASURER'S CERTIFICATE

I, Hugh Long, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 20 DAY OF Nov, 1962.

Hugh Long
TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Allen H. Thompson ON THIS 14th DAY OF Nov, 1962, AT 10 MINUTES PAST 11 AND RECORDED IN VOLUME 1 OF PLATS, PAGE 35 & 36 OF THE RECORDS OF SAID COUNTY.

Walter Thompson
AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

SHEET 2 OF 2

EXHIBIT C

GLENHAVEN LAKES

DIVISION NUMBER 2
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

DESCRIPTION

I, Richard J. Waters DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 2, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 OF SEC. 32, T37N R4E, W. M. DESCRIBED AS FOLLOWS: BEGINNING AT THE N.E. CORNER OF THE PLAT OF GLENHAVEN LAKES AS FILED ON PAGES 35 & 36, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS OFFICE, AND THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 186 & 465 (LEARN LAKE ROAD); THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, RADIUS 57600.00 FT., CENTRAL ANGLE OF 87°44'30" A DISTANCE OF 11824' FT.; THENCE N 3°04'15" E A DISTANCE OF 1068.90 FT.; THENCE S88°01'25" W - 1492.51'; THENCE SOUTH 4°54'00" WEST A DISTANCE OF 167.51' TO NORTH N.W. OF GLENHAVEN DRIVE; THENCE S72°58'35" W - 170.84', THENCE N 88°01'25" E - 033.50'; THENCE EASTERLY ALONG A CURVE TO THE LEFT, RADIUS 34.33; CENTRAL ANGLE OF 80°00'20", A DISTANCE OF 561' FT. TO THE TRUE POINT OF BEGINNING.

Richard J. Waters
REGISTERED PROFESSIONAL ENGINEER



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942475 IN VOL. 36, PG. 196, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, FEE SIMPLE OWNERS OF THE REMAINDER OF SAID LAND; AND GLEN CORNING, ABNER LUDTKE, A.J. MCMILLAN, MONSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND; BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES; AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF February, 1963.

Allan Thomson
ALLAN THOMSON
FEE SIMPLE OWNER

Mattie Thomson
MATTIE THOMSON
FEE SIMPLE OWNER

GEORGE COBELENS, WALLACE WINTER
CARL MILLER AND HILDA MILLER,
FEE SIMPLE OWNERS

By Richard J. Waters
RICHARD J. WATERS
ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A.J. MCMILLAN, MONSHA W. SMITH,
A.J. HUTTON, JR. AND LAWRENCE
C. ANGELL, O. B. A. GLENHAVEN
LAKES

CONTRACT PURCHASERS
By Glen Corning
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

Richard J. Waters & Partners, Inc. 1004 4th Ave. S. 7th Floor, Seattle, Wash. 98104
Notary Public in and for the State of Washington, Residing at Bellingham.
ACKNOWLEDGEMENTS
018 P # 158011 OUB # 807 8-11-87
DRC 14023 26073 JAY 700 5111
J 123320 1214 P1203 510181

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 25th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAID SAID ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
Frank Shreffler
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 25th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Frank Shreffler
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

ENGINEERS APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 11th DAY OF March, 1963.



[Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

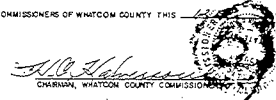
EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 18th DAY OF March, 1963.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 18th DAY OF March, 1963.

ATTEST: [Signature]
CLERK OF THE BOARD



TREASURERS CERTIFICATE

I, Glen Corning, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 25th DAY OF March, 1963.

(SEAL)



[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Glen Corning ON THIS 18th DAY OF MARCH, 1963, AT 10 MINUTES PAST 11 A.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 32 & 40 OF THE RECORDS OF SAID COUNTY.



[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS

ON THIS 28th DAY OF February, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. MCMILLAN, MONSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
Frank Shreffler
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

GLENHAVEN LAKES

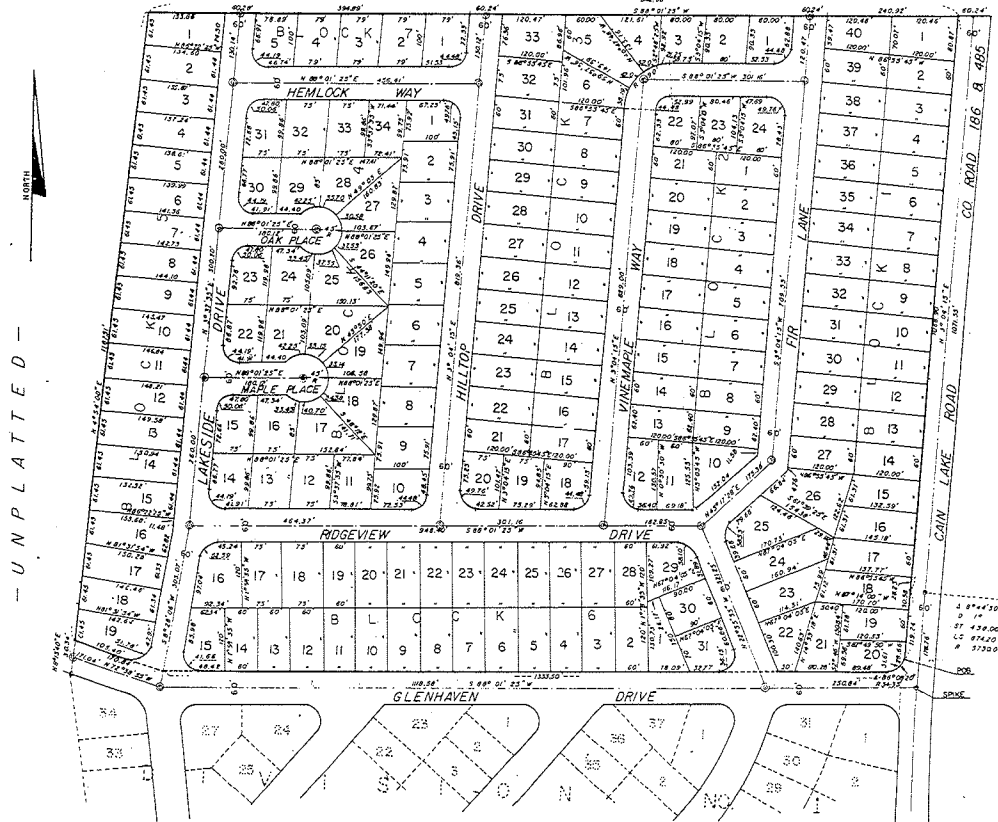
DIVISION NUMBER 2

SECTION 32 T37N R4E, W. M.

WHATCOM COUNTY WASHINGTON

SCALE 1" = 100'

- U N P L A T T E D -



- NOTE:
1. ALL CORNER RADI ARE 30'
 2. ALL LOTS WITHIN THIS PLAN OF GLENHAVEN LAKES SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASH. NOTON IN BOOK 123 OF DEEDS, PAGES 234-235
 3. INDICATES CONCRETE MONUMENT

EXHIBIT D

GLENHAVEN LAKES
 DIVISION NUMBER 3
 SECTIONS 29 & 32, T.37N., R.4E., W.M.
 WHATCOM COUNTY, WASHINGTON.

DESCRIPTION

I, Richard J. Waters DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 3, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 & SE 1/4 OF SEC. 29 & 32 OF THE NW 1/4 OF SEC. 32, T.37N., R.4E., W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE N.E. CORNER OF GLENHAVEN LAKES, DIVISION 2, AS FILED ON PAGES 39 & 40, VOL. 9 OF THE BOOK OF PLATS IN THE WHATCOM COUNTY AUDITORS' OFFICE; AND THE WEST R/W LINE OF COUNTY ROAD NO'S 186 & 485, THENCE S.80°00'25"W AND FOLLOWING THE NORTH BOUNDARY OF DIVISION 2, A DISTANCE OF 1492.49 FT. TO THE N.W. CORNER OF SAID PLAT; THENCE N.6°57'23"E, A DISTANCE OF 352.06 FT., THENCE N.9°27'45"E, A DISTANCE OF 182.48 FT., THENCE N.40°01'50"E, FOR 226.50 FT., THENCE N.80°43'50"E, A DISTANCE OF 341.82 FT., THENCE N.68°57'45"E, FOR 248.98 FT.; THENCE N.58°34'15"E, FOR 210.95 FT., THENCE N.15°08'38"E, A DISTANCE OF 260.77 FT., THENCE S.84°55'45"E, FOR 256.00 FT. TO AN INTERSECTION WITH THE WEST R/W LINE OF THE SAID GAIN LAKE RD.; THENCE S.31°04'15"W, FOLLOWING THE SAID WEST R/W LINE A DISTANCE OF 1207.01 FT. TO THE TRUE POINT OF BEGINNING.



Richard J. Waters
 REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, SUCCESSORS IN INTEREST TO GENERAL BUILDING, INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942475 IN VOL. 36, PG. 196 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY; AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE G. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS' FILE NO. 942089 IN VOL. 36, PAGES 188-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM CO., HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING; EXCEPT THAT TRACT "A" AS SHOWN HEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 23rd DAY OF July, 1963.

GEORGE COBELENS, WALLACE WINTER
 CARL MILLER, AND HILDA MILLER,

FEE SIMPLE OWNERS
 BY Richard J. Waters
 RICHARD J. WATERS
 ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
 A.J. McMILLAN, MOKSHA W. SMITH,
 A.J. HUTTON, JR. AND LAWRENCE G.
 ANGELL, D.B.A. GLENHAVEN LAKES
 CONTRACT PURCHASERS

BY Glen Corning
 GLEN CORNING, PARTNER AND
 ATTORNEY-IN-FACT

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23rd DAY OF July, 1963.

(SEAL)

J. J. B.
 ENGINEER, WHATCOM COUNTY WASHINGTON



PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF July, 1963.

Richard J. Waters
 CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 23rd DAY OF July, 1963.

ATTEST Richard J. Waters
 CLERK OF THE BOARD

Richard J. Waters
 CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

Richard J. Waters, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE ENBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL, THIS 23rd DAY OF July, 1963.

(SEAL)

Richard J. Waters
 TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Richard J. Waters ON THIS 23rd DAY OF July, 1963, AT 9 MINUTES PAST 9 P.M. AND RECORDED IN VOLUME 4 OF PLATS, PAGE 47 OF THE RECORDS OF SAID COUNTY.

(SEAL)

W. J. Hansen
 AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
 COUNTY OF WHATCOM)
 SS
 ON THIS 23rd DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR GEORGE COBELENS, WALLACE WINTER, CARL MILLER AND HILDA MILLER, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPALS, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paul H. Ruffin
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

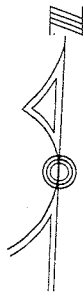
STATE OF WASHINGTON)
 COUNTY OF WHATCOM)
 SS
 ON THIS 23rd DAY OF July, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR. AND LAWRENCE G. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paul H. Ruffin
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES

DIVISION NUMBER 3
 SECTIONS 29 & 32, T.37N, R.4 E., W. M.
 WHATCOM COUNTY, WASHINGTON.



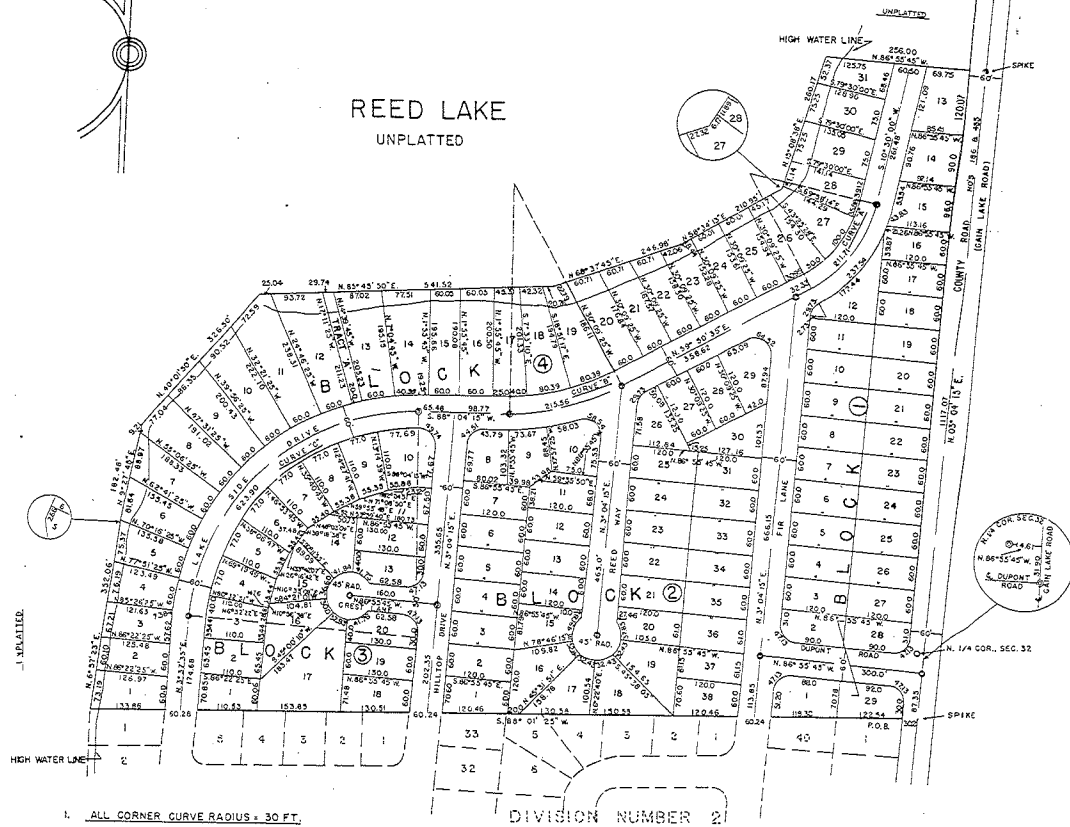
REED LAKE
 UNPLATTED

CURVE DATA

1. "A"
 $\Delta = 45^{\circ}20'35"$
 $ST = 112.53$
 $RT = 245.85$
 $LC = 211.71$

2. "B"
 $\Delta = 28^{\circ}13'40"$
 $ST = 110.02$
 $RT = 437.56$
 $LC = 215.56$

3. "C"
 $\Delta = 84^{\circ}26'40"$
 $ST = 394.17$
 $RT = 423.35$
 $LC = 623.90$



1. ALL CORNER CURVE RADIUS = 30 FT.
2. INDICATES CONCRETE MONUMENT---⊙
3. LOTS FRONTING ON WATER HAVE WOODEN POSTS SET ON LOT BOUNDARIES.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THIS PLAT IS RECORDED IN VOLUME 14 OF DEEDS, PAGES 463 UNDER AUDITOR'S FILE NO. 352655.

Scale: 1 inch = 100 feet

GLENHAVEN LAKES

DIVISION NUMBER 4

SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON

EXHIBIT E

DESCRIPTION

I, EDWARD M. PAULSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 4, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY AND DULY PROVIDED FOR; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE NW 1/4 OF SEC. 32, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SEC. 32, THENCE N89°40'00"E. 580.27 FT.; THENCE N19°45'28"W. 348.18 FT.; THENCE N3°46'19"E. 112.23 FT.; THENCE S81°43'E. 144.40 FT. TO THE PRESENT SHORE LINE OF CAIN LAKE; THENCE NORTHERLY AND EASTERLY ALONG SAID SHORELINE OF CAIN LAKE AS SHOWN ON THE PLAT OF GLENHAVEN LAKES DIVISION NO. 4 TO THE SW CORNER OF LOT 24, BLOCK 4 OF THE PLAT OF GLENHAVEN LAKES; THENCE N4°36'27"W. 194.18 FT.; THENCE N4°19'24"W. 60.09 FT.; THENCE N5°11'48"E. 187.16 FT.; THENCE N17°08'32"W. 40.88 FT.; THENCE N10°31'38"W. 242.11 FT.; THENCE N4°51'04"E. 60.87 FT.; THENCE N4°54'00"E. 30.72 FT.; THENCE N72°36'35"W. 165.56 FT.; THENCE S17°21'25"W. 30.00 FT.; THENCE N12°58'37"W. 507.63 FT.; THENCE N80°13'43"W. 576.39 FT.; THENCE S2°33'35"E. ALONG THE WEST LINE OF SAID NW 1/4 OF SEC. 32 161.69 FT. TO THE POINT OF BEGINNING.

Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 23 DAY OF DEC, 1963.

[Signature]
ENGINEER, WHATCOM COUNTY WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 23 DAY OF December, 1963

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY THIS 24 DAY OF Dec, 1963.

ATTEST: [Signature]
CLERK OF THE BOARD

[Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED TOM J. DAVES AND BLANCHE M. DAVES HIS WIFE TOGETHER WITH Elmer Corning and Elizabeth Corning BEING OWNERS IN FEE SIMPLE OF THE LAND HEREIN PLATTED, TOGETHER WITH Allan Thomson and Mattie Thomson BEING MORTGAGEES OF RECORD OF SAID LAND, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS AND ALLEYS; THE COUNTY WILL MAINTAIN THE SURFACE OF THE ROADWAY OF GLENHAVEN DRIVE WHERE IT CROSSES THE DAM IN "TRACT A" AS SHOWN ON THE PLAT BUT WILL HAVE NO INTEREST, CONTROL OR LIABILITY OVER THE DAM, ITS APPURTENANCES AND THE WATER LEVEL OF REED LAKE, ALSO, ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED WITHIN THIS PLAT SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS FOR A PERIOD OF 10 YEARS FROM THE DATE OF RECORDING OF THIS PLAT OR UNTIL SUCH TIME AS COUNTY LAW COMES INTO FORCE AND APPLIES TO THIS PLAT; AND ALL SALES OR TRANSFERS OF OWNERSHIP OF THE LOTS, TRACTS OR PARCELS SHALL BE SUBJECT TO THESE RESTRICTIONS AS FOLLOWS:

1. NO LOT, TRACT, OR PORTION OF A LOT OR TRACT SHALL BE SUBDIVIDED.
 2. NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 20 FT. TO THE FRONT PROPERTY LINE, AND IN THE CASE OF WATER FRONT LOT, NO STRUCTURE OR BUILDING SHALL BE CONSTRUCTED CLOSER THAN 50 FT. TO THE FRONT PROPERTY LINE ADJOINING THE ROAD RIGHT-OF-WAY.
 3. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND A SEWAGE DISPOSAL PERMIT FROM THE RESPECTIVE COUNTY AGENCIES.
 4. TRACTS A & B ARE HEREBY DEDICATED TO THE GLENHAVEN LAKES COMMUNITY CLUB.
- IN WITNESS WHEREOF, WE HAVE SET HERETO OUR HANDS AND SEALS THIS 9TH DAY OF DEC, 1963.

Tom J. Daves OWNER IN FEE SIMPLE
Blanche M. Daves OWNER IN FEE SIMPLE
Elmer Corning OWNER IN FEE SIMPLE
Elizabeth Corning OWNER IN FEE SIMPLE
Allan Thomson MORTGAGEE OF RECORD
Mattie Thomson MORTGAGEE OF RECORD

TREASURER'S CERTIFICATE

I, Hugh C. [Signature], COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 23rd DAY OF December, 1963

(SEAL)

[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY WASHINGTON, AT THE REQUEST OF Edward M. Paulsen ON THIS 23rd DAY OF Dec, 1963, AT 9 MINUTES PAST 1:00 P.M. AND RECORDED IN VOLUME 9 OF PLATS, PAGE 5152 OF THE RECORDS OF SAID COUNTY.

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 13th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED TOM J. DAVES AND BLANCHE M. DAVES, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 9th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 9th DAY OF December, 1963, BEFORE ME PERSONALLY APPEARED GLEN CORNING TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION HIMSELF AND AS A PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUDTKE A. J. MCMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., AND LAWRENCE ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM.

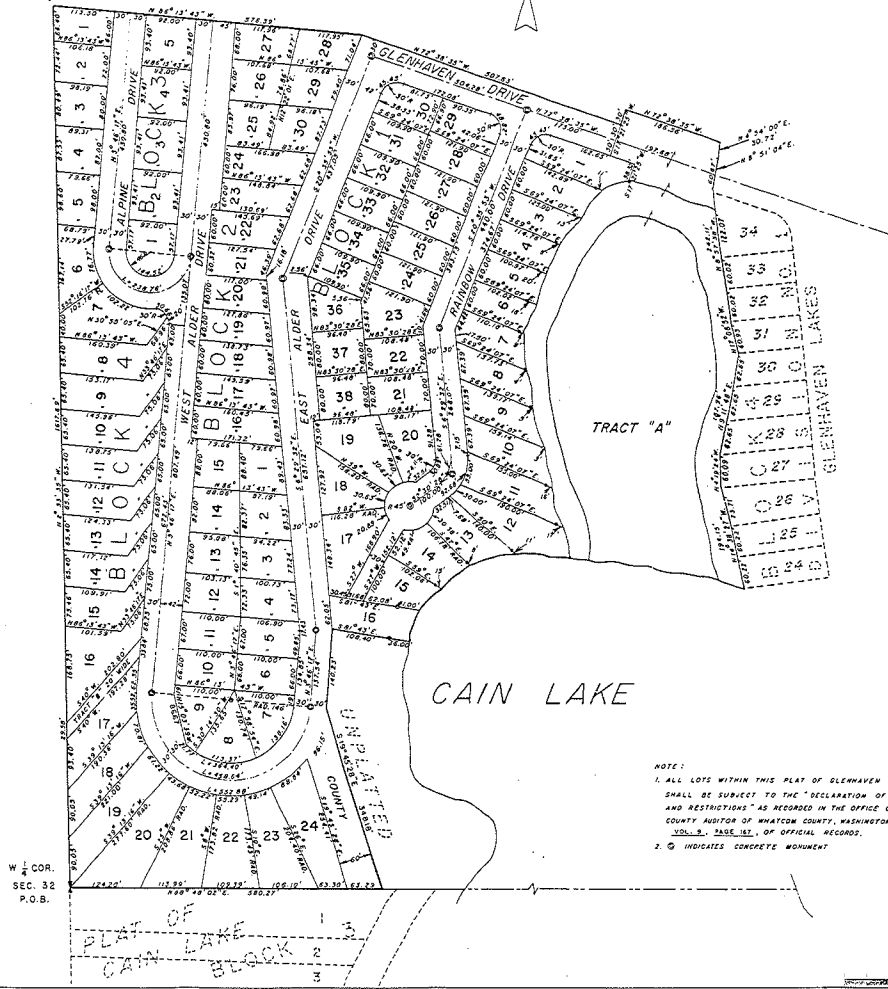
GLENHAVEN LAKES

DIVISION NUMBER 4
SECTION 32 T37N R4E, W. M.
WHATCOM COUNTY WASHINGTON
SCALE: 1" = 100'

- UN PLATTED -



- UN PLATTED -



GLENHAVEN LAKES

31 RC 502 B 2303 38
 No Lot to Bond 117700000000 1761 4/18/ 1197/11
 1180 12 10000 814 2 420824124 m269 1/1 235

EXHIBIT F

DIVISION NUMBER 5

SECTION 29 & 32, T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

EDWARD M. PAULSEN DOMHEREY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION 5 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE NW 1/4 SEC. 32, T37N, R4E, W.M. AND THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M., THENCE NORTH AND FOLLOWING THE WEST BOUNDARY OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. 1331.2'; THENCE EAST 146.7'; THENCE N87°10'00"E 260.00'; THENCE S15°00'00"E - 50.00'; THENCE N80°26'18"E, BEING RADIAL, 254.66'; THENCE SOUTH-EASTERLY ON A CURVE HAVING A RADIUS OF 152.5' AND A CENTRAL ANGLE OF 86°16'10", A DISTANCE OF 231.23'; THENCE N88°10'00"E - 121.97'; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.68' AND A CENTRAL ANGLE OF 117°30'00", A DISTANCE OF 165.90'; THENCE S 85°20'00"E - 162.72'; THENCE S28°48'00"W - 78.85'; THENCE S60°07'00"E - 595.16' W/L TO A POINT ON THE BOUNDARY OF THE PLAT OF GLENHAVEN LAKES, DIVISION 3; THENCE S40°01'50"W AND FOLLOWING THE BOUNDARY OF SAID DIVISION 3, 326.60'; THENCE S9°27'45"W - 182.48'; THENCE S6°57'23"W - 252.06' TO THE SW CORNER OF SAID DIVISION AND THE NW CORNER OF THE PLAT OF GLENHAVEN LAKES, DIVISION 2; THENCE S4°54'00"W AND FOLLOWING THE WESTERLY BOUNDARY OF SAID DIVISION 2 1136.79' TO A POINT BEING THE NE CORNER OF THE PLAT OF GLENHAVEN LAKES, DIVISION 4; THENCE N72°38'35"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID DIVISION 4 - 186.52'; THENCE S17°21'22"W - 30.00'; THENCE N2°38'35"W - 80.83'; THENCE N86°13'43"W - 576.41' W/L TO A POINT ON THE WESTERLY BOUNDARY OF THE NW 1/4 SEC. 32, T37N, R4E, W.M. BEING THE SW CORNER OF SAID DIVISION 4; THENCE N2°33'35"W AND FOLLOWING THE WESTERLY BOUNDARY OF SAID NW 1/4 SEC. 32, 935.47' W/L TO THE TRUE POINT OF BEGINNING.



Edward M. Paulsen
 REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 10 DAY OF APRIL, 1964.

J. [Signature]
 ENGINEER, WHATCOM COUNTY, WASHINGTON
 (SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12 DAY OF APRIL, 1964.

Patrick [Signature]
 CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 12 DAY OF APRIL, 1964.

ATTEST: *[Signature]*
 CLERK OF THE BOARD

Bill [Signature]
 CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALLAN THOMSON AND MATTIE W. TRUDELL, WHO ARE JOINT AND SEVERAL OWNERS OF A PORTION OF SAID LAND, AND IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS A WHITTAKER TRUDELL, AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 840098 IN VOLUME 8, PAGES 123 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR., AND LAWRENCE C. ANSELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 840099 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS, AND PUBLIC SITES SHOWN ON THE PLAT; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING; EXCEPT THAT TRACTS "A" AND "B" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC. IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 21 DAY OF APRIL, 1964.

Allan Thomson
 ALLAN THOMSON
 FEE SIMPLE OWNER

Mattie Thomson
 MATTIE W. THOMSON
 FEE SIMPLE OWNER

 IVA WHITTAKER TRUDELL
 FEE SIMPLE OWNER

 BY *Richard J. Waters*
 RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUTKE,
 A.J. McMILLAN, MOKSHA W. SMITH,
 A.J. HUTTON, JR. AND LAWRENCE C.
 ANSELL, D.B.A. GLENHAVEN LAKES
 CONTRACT PURCHASERS

BY *Glen Corning*
 GLEN CORNING, PARTNER AND
 ATTORNEY-IN-FACT

TREASURER'S CERTIFICATE

I, *Hugh Cory*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THE EXECUTION OF THIS ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESSED BY MY OFFICIAL SIGNATURE AND SEAL THIS 10th DAY OF APRIL, 1964.

Hugh Cory
 TREASURER, WHATCOM COUNTY, WASHINGTON

(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF *Edward Paulsen* ON THIS 10 DAY OF APRIL, 1964, AT 10:30 A.M. MONTECALM P.O. P.O., AND RECORDED IN VOLUME 312 OF PLATS, PAGES 65-66-67, BY THE RECORDS OF SAID COUNTY.

Walter [Signature]
 AUDITOR, WHATCOM COUNTY, WASHINGTON

(SEAL)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
 COUNTY OF WHATCOM)
 ON THIS 21 DAY OF *March*, 1964, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AT SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paul H. Riffe
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
) SS
 COUNTY OF WHATCOM)
 ON THIS 21 DAY OF *March*, 1964, BEFORE ME PERSONALLY APPEARED ALLAN THOMSON AND MATTIE THOMSON, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

 WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paul H. Riffe
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

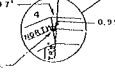
STATE OF WASHINGTON)
) SS
 COUNTY OF WHATCOM)
 ON THIS 21 DAY OF *March*, 1964, BEFORE ME PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON, JR., AND LAWRENCE C. ANSELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paul H. Riffe
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

GLENHAVEN LAKES DIVISION NUMBER 5
SCALE 1" = 100'



UNPLATTED



355907

GLENHAVEN LAKES

DIVISION NUMBER 5

SECTION 29 & 32, T37N, R4E, W.M.

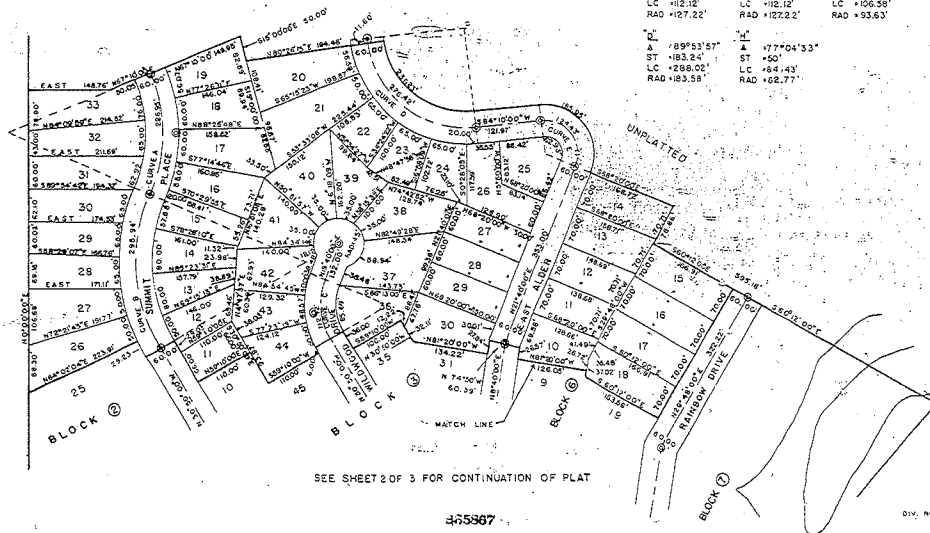
WHATCOM COUNTY, WASHINGTON

SCALE 1" = 100'

CURVE DATA

Δ	+48°	Δ	+117°30'	Δ	+68°03'51"
ST	+120'	ST	+100'	ST	+60'
LC	+226.95'	LC	+134.43'	LC	+105.54'
RAD	+282.10'	RAD	+60.68'	RAD	+58.85'
Δ	+154°	Δ	+150°30'	Δ	+71°50'08"
ST	+160'	ST	+60'	ST	+82.57'
LC	+295.34'	LC	+12.12'	LC	+141.65'
RAD	+314.02'	RAD	+127.22'	RAD	+113.90'
Δ	+150°30'	Δ	+50°30'	Δ	+65°18'11"
ST	+60'	ST	+60'	ST	+60'
LC	+112.12'	LC	+12.12'	LC	+106.59'
RAD	+127.22'	RAD	+127.22'	RAD	+93.63'
Δ	+89°53'57"	Δ	+77°04'33"		
ST	+183.24'	ST	+50'		
LC	+288.02'	LC	+84.43'		
RAD	+183.59'	RAD	+62.77'		

UNPLATTED



SEE SHEET 2 OF 3 FOR CONTINUATION OF PLAT

355907

DIV. NO. 3

NOTE

1. ALL CORNER RADIUS ARE 30' UNLESS SHOWN OTHERWISE
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 5 SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER 36881 - Vol 15 Page 514 of 618
3. Ⓞ INDICATES CONCRETE MONUMENT *marked with Vol 329 Vol 40 4-7-77*

Y-246D

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GLENHAVEN LAKES

REPLAT OF DIVISION #5, BLOCK 2
SECTION 29 & 32, T37N, R4E, W.M.
WHATCOM COUNTY, WASHINGTON

DESCRIPTION OF REPLAT OF GLENHAVEN LAKES DIV. #5

I, EDWARD M. PAULSEN, DO HEREBY CERTIFY THAT THIS REPLAT OF DIVISION NUMBER 5 OF GLENHAVEN LAKES, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT PROVISION FOR ALL MONUMENTS AND STAKES HAVE BEEN PROVIDED ON THE GROUND; AND THAT THE REPLAT COVERS AND EMBRACES THAT PORTION OF THE NWA SEC. 32, T37N, R4E, W.M., AND THAT PORTION OF THE SWK SEC. 29, T37N, R4E, W.M., DESCRIBED AS FOLLOWS; COMMENCING AT A POINT N 3° 21' 23" E AND 68.47' FROM THE NW CORNER OF SEC. 32, T37N, R4E, W.M. THENCE N 3° 21' 23" E - 1265.34'; THENCE EAST - 70.67'; THENCE N 67° 10' 00" E 30.05'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 252.70' AND A CENTRAL ANGLE OF 48° 00' 00" A DISTANCE OF 222.87', THIS BEING THE MOST WESTERLY RIGHT OF WAY LINE OF SUMMIT PLACE ROAD; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 344.02' TO THE MOST WESTERLY RIGHT OF WAY LINE AND HAVING A CENTRAL ANGLE OF 54° 00' 00" FOR A DISTANCE 324.21'; THENCE S 30° 50' 00" E - 225.00'; THENCE S 59° 10' 00" W - 250.00'; THENCE S 30° 46' 59" E - 80.00'; THENCE S 00° 30' 14" W - 179.00'; THENCE WESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 45.00' FOR A DISTANCE OF 130.51, WHICH IS THE WESTERLY RIGHT OF WAY LINE OF PEAK DRIVE ROAD; THENCE S 27° 30' 00" E - 44.52'; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 15.00' FOR A DISTANCE OF 25.96'; THENCE S 69° 45' 00" W - 162.50' TO THE TRUE POINT OF BEGINNING.



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 21 DAY OF JULY, 1964.

[Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 21 DAY OF JULY, 1964.

[Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 21 DAY OF JULY, 1964.

ATTEST: *[Signature]*
CLERK OF THE BOARD
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, *[Signature]* COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON; DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE. WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 21 DAY OF JULY, 1964.

[Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF *[Signature]* ON THE 21 DAY OF JULY, 1964, AT 6.0 MINUTES PAST AND RECORDED IN VOLUME 3 OF PLATS, PAGES 12 OF THE RECORDS OF THE RECORDS OF SAID COUNTY.

[Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUBELL WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS, AND PUBLIC SITES SHOWN ON THE PLAT, ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, AND ALSO THE RIGHT TO DRAIN ALL ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE FOR GRADING; EXCEPT THAT TRACTS "A,B,C" AS SHOWN THEREON SHALL BE RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES, INC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 21 DAY OF JULY, 1964.

IVA WHITTAKER TRUBELL
FREE SIMPLE OWNER
BY *[Signature]*
RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUDTKE,
A.J. McMILLAN, MOKSHA W. SMITH,
A.J. HUTTON JR. AND LAWRENCE C.
ANGELL, D.B.A. GLENHAVEN LAKES
CONTRACT PURCHASERS
BY *[Signature]*
GLEN CORNING, PARTNER AND
ATTORNEY-IN-FACT

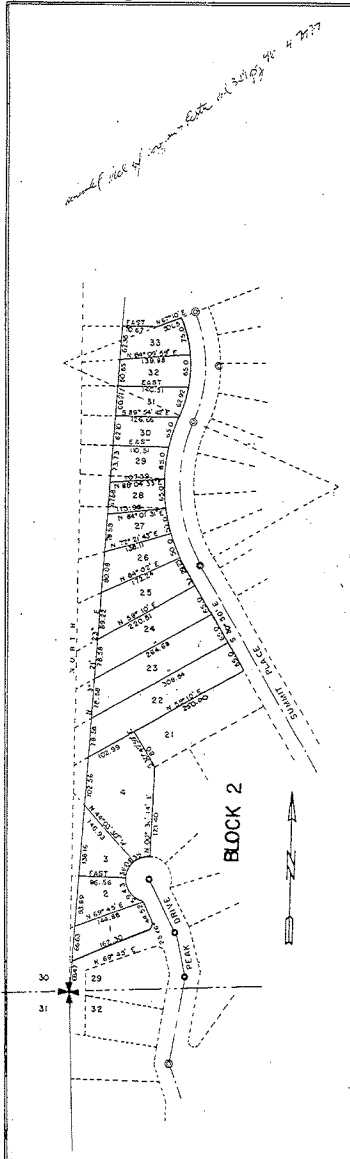
ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 21 DAY OF JULY, 1964, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, WHO IS KNOWN TO ME AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUBELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE PURPOSES AND USES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 21 DAY OF JULY, 1964, BEFORE ME, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



P942-A

D 100 100-222 100 20 69 102 4/10/64 SHEET 2 OF 2

GLENHAVEN LAKES
EXHIBIT G
DIVISION NUMBER 6
SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 6 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HERE ON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND, AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W. M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE INTERSECTION OF THE CENTER LINE OF RAINBOW DRIVE AND THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 5; THENCE N 60° 12' 00" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 196.91'; THENCE N 29° 48' 00" E, 70.88'; THENCE N 68° 20' 00" W BEING RADIAL, 168.72' TO THE INTERSECTION WITH THE EASTERLY BOUNDARY OF EAST ALDER DRIVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 90.66' AND A CENTRAL ANGLE OF 117° 30' 00", A DISTANCE OF 185.95'; THENCE S 84° 10' 00" W, 121.97'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 153.59' AND A CENTRAL ANGLE OF 60° 16' 15", A DISTANCE OF 231.23'; THENCE S 80° 28' 15" W BEING RADIAL 60.00' TO A POINT BEING AN INTERSECTION OF THE WESTERLY BOUNDARY OF EAST ALDER DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 233.59' AND A CENTRAL ANGLE OF 31° 37' 15", A DISTANCE OF 135.50'; THENCE N 9° 56' 30" W, 484.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS 152.02' AND A CENTRAL ANGLE OF 14° 21' 08", A DISTANCE OF 38.08'; THENCE N 69° 42' 22" E BEING RADIAL 60.00'; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" A DISTANCE OF 39.61'; THENCE N 81° 00' 30" E, 242.75'; THENCE S 70° 20' 00" E, 606.29'; THENCE S 53° 18' 00" E, 273.88'; THENCE S 36° 42' 00" W, 251.91'; THENCE S 16° 20' 00" W, 465.54'; THENCE S 29° 48' 00" W, 75.32' MORE OR LESS TO AN INTERSECTION OF THE EASTERLY BOUNDARY OF RAINBOW DRIVE AND THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE N 60° 12' 00" W, 33.00' TO THE TRUE POINT OF BEGINNING.

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 14th DAY OF August, 1964.

J. J. [Signature]
 ENGINEER, WHATCOM COUNTY, WASHINGTON
 (SEAL)

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 14th DAY OF August, 1964.

[Signature]
 CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 14th DAY OF August, 1964.

ATTEST: *[Signature]* CLERK OF THE BOARD
[Signature] CHAIRMAN, WHATCOM COUNTY COMMISSIONERS



Edward M. Paulsen
 REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95918 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUOTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., AND LAWRENCE C. ANSELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942089 IN VOLUME 36, PAGES 189-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 14th DAY OF August, 1964.

IVA WHITTAKER TRUDELL
 FEE SIMPLE OWNER

By *[Signature]*
 RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUOTKE, A. J. McMILLAN,
 MOKSHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE
 C. ANSELL, D.B.A. GLENHAVEN LAKES CONTRACT
 PURCHASERS

By *[Signature]*
 GLEN CORNING, PARTNER AND ATTORNEY-
 IN-FACT

TREASURER'S CERTIFICATE

[Signature] COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 14th DAY OF August, 1964

[Signature]
 TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS 14th DAY OF August, 1964 AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 62463 OF THE RECORDS OF SAID COUNTY.

[Signature]
 AUDITOR, WHATCOM COUNTY, WASHINGTON

New Dedication Comments & Restrictions See 17 Page 214 Aug 14, 1964

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ON THIS 14th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



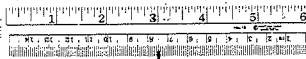
STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ON THIS 14th DAY OF August, 1964, PERSONALLY APPEARED GLEN CORNING, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF AND AS PARTNER OF AND ATTORNEY-IN-FACT FOR GLEN CORNING, ABNER LUOTKE, A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., AND LAWRENCE C. ANSELL, WHO ARE ALL THE PARTNERS IN GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND THE SAID PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

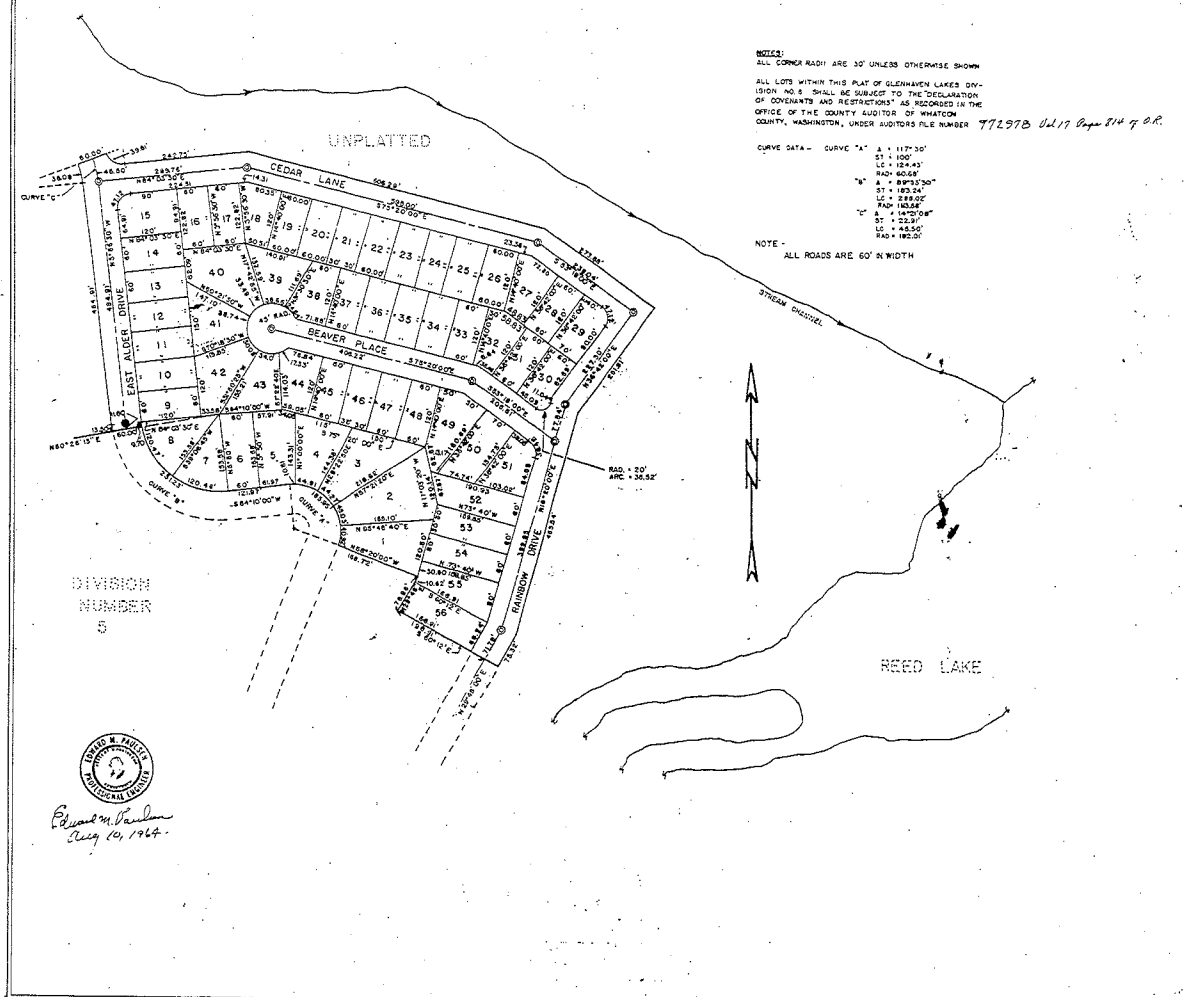


GLENHAVEN LAKES
DIVISION NUMBER 6
SECTION 29, T37N, R4E, W.M. WHATCOM COUNTY, WASH.
SCALE 1" = 100'

NOTICE:
ALL CORNER RADI ARE 30' UNLESS OTHERWISE SHOWN
ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 6 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITORS FILE NUMBER 77297B JUL 17 1964 P. 14 of P.R.

CURVE DATA - CURVE "A" A = 117.30'
ST = 100'
LC = 184.43'
RAD = 60.68'
A = 88°23'30"
ST = 183.24'
LC = 288.00'
RAD = 102.84'
A = 147°00'00"
ST = 22.97'
LC = 45.50'
RAD = 182.01'

NOTE - ALL ROADS ARE 60' IN WIDTH



DIVISION
NUMBER
5



Edward M. Gardner
Aug 10, 1964



EXHIBIT H

GLENHAVEN LAKES
DIVISION NUMBER 7
SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PAULSEN DO HEREBY CERTIFY THAT THIS PLAT TITLED GLENHAVEN LAKES DIV. 7 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW AND THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND, AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST BOUNDARY OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. BEING THE NW CORNER OF THE REPLAT OF GLENHAVEN LAKES DIV. 5 BLOCK 2; THENCE N40° 45' 20" E 180.13'; THENCE EAST, 250.00'; THENCE S49° 31' 00" E, 159.64'; THENCE S28° 30' 00" W, 10.00'; THENCE S50° 30' 00" E, 102.33'; THENCE S87° 00' 00" E, 500.33'; THENCE S64° 11' 00" E, 275.48'; THENCE S55° 19' 00" E, 247.85'; THENCE S36° 42' 00" W, 90.73'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.10' TO A POINT ON THE NORTH BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 6; THENCE N35° 18' 00" W AND FOLLOWING THE NORTH BOUNDARY OF SAID PLAT 193.88'; THENCE N75° 20' 00" W, 606.29'; THENCE S84° 03' 30" W, 242.75'; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 75° 38' 52" FOR A DISTANCE OF 39.61'; THENCE S68° 42' 22" W BEING RADIAL 60.00' TO A POINT ON THE WEST BOUNDARY OF SAID PLAT; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 152.02' AND A CENTRAL ANGLE OF 14° 21' 08" A DISTANCE OF 38.00'; THENCE S5° 56' 30" E, 484.91'; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 213.58' AND A CENTRAL ANGLE OF 37° 31' 19" A DISTANCE OF 135.00' TO A POINT BEING THE SW CORNER PLAT OF GLENHAVEN LAKES DIV. 5, 194.46'; THENCE N15° 00' 00" W, 20.00'; THENCE S67° 10' 00" W, 260.00'; THENCE EAST, 70.67' MORE OR LESS TO THE POINT OF BEGINNING



Edward M. Paulsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED, IVA WHITTAKER TRUPELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGES 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN, MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AT GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITOR'S FILE NO. 54209 IN VOLUME 36, PAGES 180-191, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUT AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROAD, ALLEYS, AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 25th DAY OF August, 1964.
IVA WHITTAKER TRUPELL
FEE SIMPLE OWNER
BY Richard J. Waters
RICHARD J. WATERS, ATTORNEY-IN-FACT
GLEN CORNING, ABNER LUDTKE, A.J. McMILLAN,
MOKSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE
C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT
PURCHASERS
BY Glen Corning
GLEN CORNING, PARTNER AND ATTORNEY-
IN-FACT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF WHATCOM)
ON THIS 25th DAY OF August, 1964, BEFORE ME PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL WHO EXECUTED THE WITHIN DEDICATION AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUPELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.

WITNESS MY HAND AND OFFICIAL SEAL, HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
Neal H. Little
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 4th DAY OF September, 1964.

John J. Lee
ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)



PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 4th DAY OF September, 1964.

Patrick J. Davis
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 4th DAY OF September, 1964.

ATTEST: Edna J. ...
CLERK OF THE BOARD
CHIEF CLERK, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hubert ... COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 4th DAY OF September, 1964.

Hubert ...
TREASURER, WHATCOM COUNTY, WASHINGTON
(SEAL)



AUDITOR'S CERTIFICATE

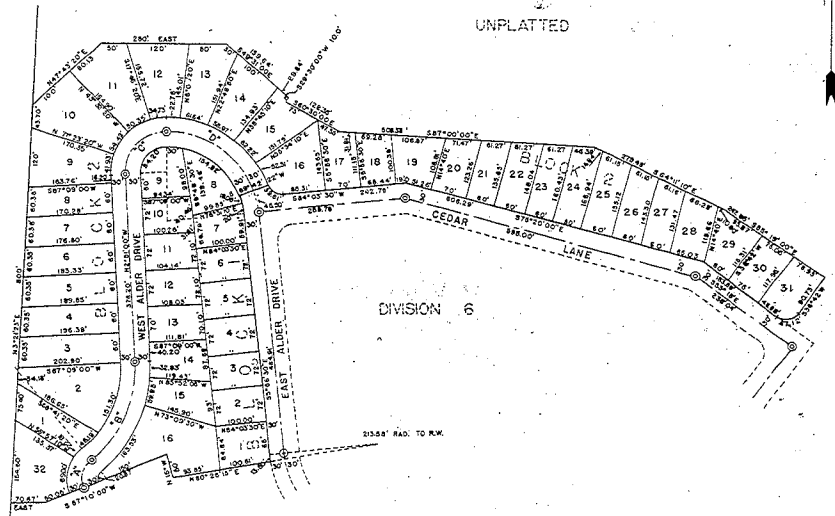
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF Edward M. Paulsen ON THIS 25th DAY OF August, 1964 AT 2:22 MINUTES P.M. AND RECORDED IN VOLUME 36 OF PLATS, PAGES 180-191 OF THE RECORDS OF SAID COUNTY.

Walter ...
AUDITOR, WHATCOM COUNTY, WASHINGTON
(SEAL)

Neal H. Little
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



074258
 GLENHAVEN LAKES
 DIVISION NUMBER 7
 SECTION 29, T37N, R4E, W.M.
 WHATCOM COUNTY, WASH.
 SCALE 1" = 100'



CURVE DATA

W - A = 140°24'00"	T - A = 82°15'00"
RAD = 4518'	RAD = 8196'
ST = 35'	ST = 84.43'
LC = 29.65'	LC = 132.88'
W - A = 240°14'00"	T - A = 89°42'26"
RAD = 240.27'	RAD = 182.07'
ST = 123.33'	ST = 128.25'
LC = 227.85'	LC = 221.48'

30' RAD. LOTS 18, 31 BLOCK 2

NOTES:
 ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION 7 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NUMBER 074258 Vol 11 Page 647 O.R. amended Vol of same in Plat Vol 207 pg 55 DC 4-7-77

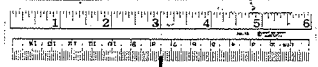


EXHIBIT I

GLENHAVEN LAKES
DIVISION NUMBER 8

SECTION 29 T37N, R4E, W. M.
WHATCOM COUNTY, WASHINGTON

DESCRIPTION

I EDWARD M. PALLSEN DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES DIV. 8 IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED AND THE ORIGINALS AND THAT THE PLAT COVERS AND EMBRAZES THAT PORTION OF THE SW 1/4 SEC. 29, T37N, R4E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER OF THE PLAT OF GLENHAVEN LAKES DIV. 6; THENCE N0°48'00"E AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT 73.32'; THENCE N16°20'00"E, 458.54'; THENCE N58°42'00"E, 28.93' TO THE NE CORNER OF SAID PLAT; THENCE N53°00'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 300.0' TO A POINT BEING THE INTERSECTION OF THE NORTH BOUNDARY OF SAID PLAT AND EASTERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 7; THENCE NORTH EASTERLY AND FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT ON A CURVE TO THE LEFT HAVING A RADIUS OF 300.0' AND A CENTRAL ANGLE OF 90° A DISTANCE OF 47.1'; THENCE N55°42'00"E, 800.0' TO THE N.E. CORNER OF SAID PLAT; THENCE N55°19'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 247.85'; THENCE N64°11'00"W, 236.46'; THENCE N87°00'00"W 542.34'; THENCE N21°30'00"W, 216.54'; THENCE S58°42'00"E 47.1'; THENCE S59°26'30"E 764.99'; THENCE S45°42'00"W 119.83'; THENCE S58°42'00"W 47.1'; THENCE S64°00'00"E 750.00'; THENCE S52°30'30"E 312.34' MORE OR LESS TO A POINT BEING AN ANGLE IN THE NORTHERLY BOUNDARY OF THE PLAT OF GLENHAVEN LAKES DIV. 3; THENCE S51°08'38"W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 262.17'; THENCE S58°34'13"W 200.95'; THENCE S58°37'45"W 846.81'; THENCE S80°43'50"W 541.52' TO AN INTERSECTION OF THE NORTHERLY BOUNDARIES OF THE PLATS OF GLENHAVEN LAKES DIV. 1 AND DIV. 2; THENCE N60°12'00"W AND FOLLOWING THE NORTHERLY BOUNDARY OF THE SAID PLAT OF DIV. 2 368.25' MORE OR LESS TO THE POINT OF BEGINNING.



Edward M. Pallsen
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED GEORGE COBELENS, WALLACE WINTER, AND MAIRE E. WINTER, HIS WIFE, CARL HULLER AND HELEN W. HULLER, HIS WIFE AND HELEN HULLER, A WIDOW, SUCCESSORS IN INTEREST TO GENERAL BUILDING INC. AND FEE SIMPLE OWNERS OF A PORTION OF SAID LAND, BY RICHARD J. WATERS, OUR ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 9428279 IN VOL. 36, PG. 106, OF POWERS OF ATTORNEY, ACQUIRED THIS PROPERTY AS VIA WHITTAKER FOX AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF THE BALANCE OF SAID LAND, BY RICHARD J. WATERS, MY ATTORNEY-IN-FACT UNDER THAT SPECIAL POWER OF ATTORNEY, RECORDED UNDER THE AUDITOR'S FILE NO. 95818 IN VOLUME 8, PAGE 133 AND 134 OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON; AND GLEN CORNING, ABNER LUOTKE, A. J. McMILLAN, MOESHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN CO-PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, OUR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 942089 IN VOLUME 36, PAGES 189-19, OF POWERS OF ATTORNEY, RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, ALLEYS, EASEMENTS AND PUBLIC SITES, SHOWN ON THIS PLAT; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS, ALLEYS AND PUBLIC SITES OVER OR ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER GRADING. (SEE FOOTNOTE BELOW)

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 20th DAY OF October, 1964.
I/A WHITTAKER TRUDELL
FEE SIMPLE OWNER
BY *Richard J. Waters*
RICHARD J. WATERS, ATTORNEY-IN-FACT
GLEN CORNING, ABNER LUOTKE, A. J. McMILLAN,
MOESHA W. SMITH, A. J. HUTTON JR. AND LAWRENCE
C. ANGELL, D.B.A. GLENHAVEN LAKES CONTRACT
PURCHASERS
BY *Glen Corning*
GLEN CORNING, PARTNER AND ATTORNEY-
IN-FACT
FOOTNOTE: TRACTS "A, B, C AS SHOWN THEREON SHALL BE
RESERVED FOR THE MEMBERS OF GLENHAVEN LAKES CLUB, INC.

STATE OF WASHINGTON
COUNTY OF WHATCOM

ON THIS 20th DAY OF October, 1964, BEFORE ME
PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT OF GEORGE COBELENS, WALLACE WINTER, AND MAIRE E. WINTER, HIS WIFE, CARL HULLER AND HELEN W. HULLER, HIS WIFE, SUCCESSORS TO GENERAL BUILDING INC. AND HELEN HULLER, A WIDOW, SUCCESSORS TO GENERAL BUILDING INC. AND HELEN HULLER, A WIDOW, AND FOR I/A WHITTAKER TRUDELL, THEREIN DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS SUCH ATTORNEY-IN-FACT FOR SAID PRINCIPAL, FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE DEDICATION HAS NOT BEEN REVOKED AND THAT THE PRINCIPAL IS NOW LIVING.
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

Neil H. Latta
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM



ACKNOWLEDGEMENTS

ENGINEER'S APPROVAL
EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 20th DAY OF October, 1964.

J. J. [Signature]
ENGINEER, WHATCOM COUNTY, WASHINGTON
(SEAL)

PLANNING COMMISSION APPROVAL
EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 19th DAY OF October, 1964.

Patrick [Signature]
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL
APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 20th DAY OF November, 1964.

ATTEST: *Walter [Signature]*
CLERK OF THE BOARD
Walter [Signature]
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, *Walter [Signature]*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 10th DAY OF November, 1964

Walter [Signature]
TREASURER, WHATCOM COUNTY, WASHINGTON
(SEAL)

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF _____ ON THIS 20th DAY OF October, 1964 AT _____ MINUTE PAST _____ AND RECORDED IN VOLUME 9 OF PLATS, PAGES 477-78 OF THE RECORDS OF SAID COUNTY.

Walter [Signature]
AUDITOR, WHATCOM COUNTY, WASHINGTON
(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

Neil H. Latta
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLINGHAM

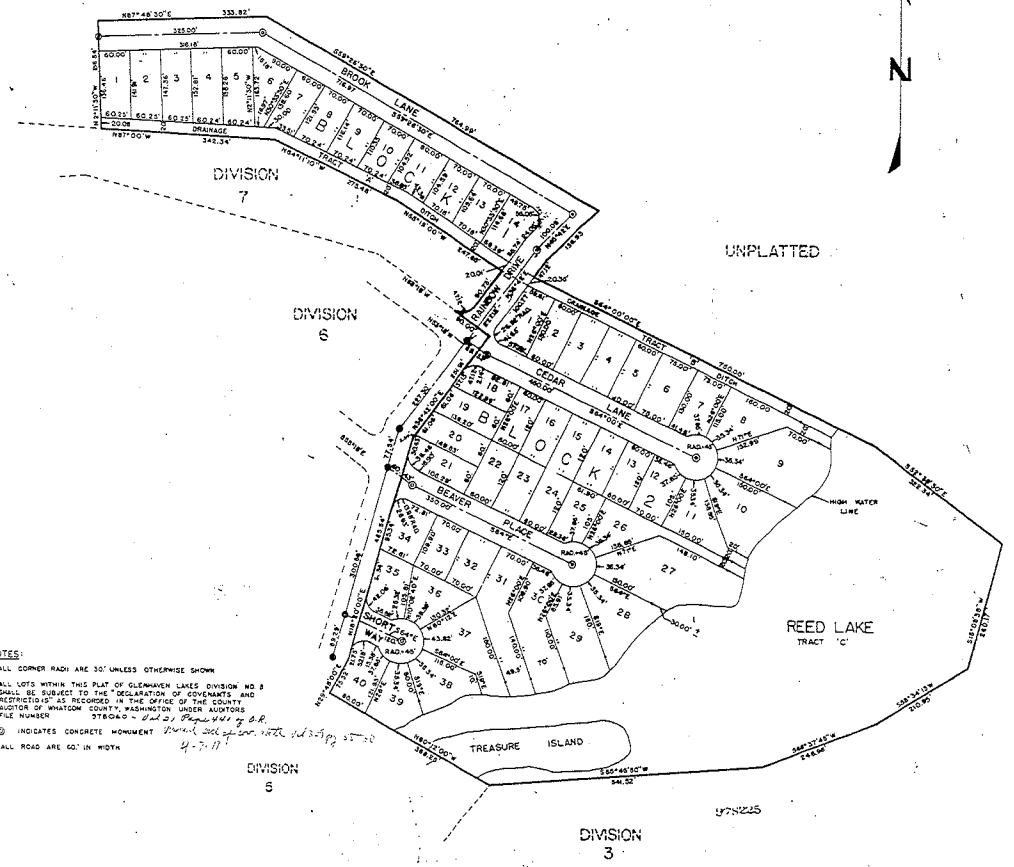


GLENHAVEN LAKES
 DIVISION NUMBER 8
 SECTION 29 T37N, R4E, W. M.

U7S2425

70

SCALE = 1" = 100'



NOTES:

1. ALL CORNER RADI ARE 30' UNLESS OTHERWISE SHOWN
2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO 8 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WHATSON COUNTY, WASHINGTON UNDER AUTORS FILE NUMBER 278040 - Sub 2, Page 44 of 68.
3. @ INDICATES CONCRETE MONUMENT *found well set in north side of pg 45-50*
4. ALL ROAD ARE 60' IN WIDTH *4-7-77*



GLENHAVEN LAKES
DIVISION NUMBER 9

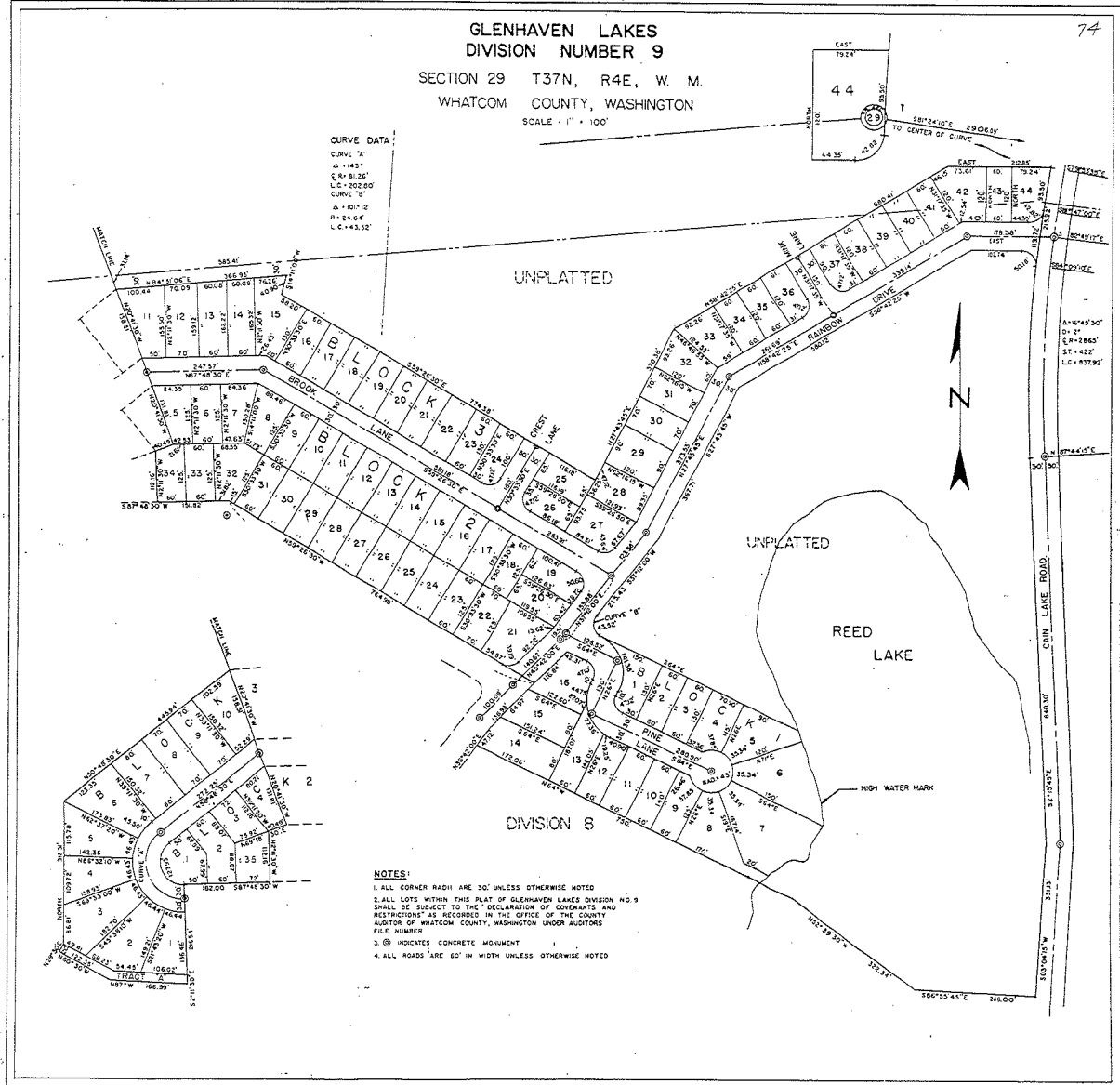
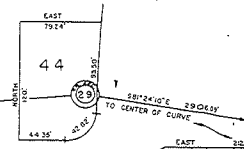
SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

SCALE - 1" = 100'

74

CURVE DATA:
CURVE "A"
Δ = 143°
C.R. = 81.25'
L.C. = 302.00'
CURVE "B"
Δ = 101°12'
R = 24.64'
L.C. = 43.32'



- NOTES:
1. ALL CORNER RADII ARE 30' UNLESS OTHERWISE NOTED
 2. ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIVISION NO. 9 SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER AUDITORS FILE NUMBER
 3. ⊙ INDICATES CONCRETE MONUMENT
 4. ALL ROADS ARE 60' IN WIDTH UNLESS OTHERWISE NOTED

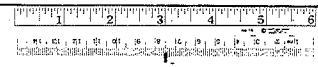


EXHIBIT K

GLENHAVEN LAKES DIVISION NUMBER 10

SECTION 29 T37N, R4E, W. M. WHATCOM COUNTY, WASHINGTON

DESCRIPTION

WE, EDWARD M. PAULSEN AND KNUD S. KNUDSEN, DO HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, DIVISION NUMBER 10, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND STAKES HAVE BEEN ACTUALLY PLACED ON THE GROUND, AND THE PLAT COVERS AND EMBRACES THAT PORTION OF SEC. 29 T37N, R4E, W.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST BOUNDARY OF CREST LAKE AND THE NORTH BOUNDARY OF THE PLAT OF DIVISION NUMBER 8; THENCE N 39° 26' 30" W AND FOLLOWING THE NORTHERLY BOUNDARY OF SAID PLAT 176.65'; THENCE N 30° 33' 57" E - 243.28'; THENCE WESTERLY ON A CURVE HAVING A RADIUS 68.08 AND A Δ 60° 32' 35", A DISTANCE OF 104.20'; THENCE N 25° 07' 50" E - 60.00'; THENCE W 64° 42' 07" W - 48.84'; THENCE N 29° 17' 50" E - 122.00'; THENCE N 54° 21' 15" E - 144.47'; THENCE N 44° 23' 15" E - 141.83'; THENCE N 30° 27' 45" E - 136.07'; THENCE N 35° 24' 15" E - 370.05'; THENCE N 31° 36' 15" E - 106.64'; THENCE S 58° 23' 45" E - 10.00'; THENCE N 31° 36' 15" E - 64.70'; THENCE N 29° 22' 00" E - 140.55'; THENCE N 44° 45' 15" E - 489.58'; THENCE N 30° 59' 15" W - 302.11' MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF THE 2E 1/4 OF THE NW 1/4 SEC. 29 T37N, R4E, W.M.; THENCE N 82° 03' 57" E FOLLOWING THE NW 1/4 LINE - 380.87' MORE OR LESS TO THE EAST 1/4 CORNER OF THE NW 1/4 OF SEC. 29 T37N, R4E, W.M.; THENCE S 89° 00' 20" E, FOLLOWING THE 1/4 LINE 333.87' MORE OR LESS TO AN INTERSECTION WITH THE WEST BOUNDARY OF CAIN LAKE ROAD; THENCE FOLLOWING THE WEST BOUNDARY OF CAIN LAKE ROAD ON A CURVE TO THE RIGHT WITH A RADIUS OF 2935.00 AND A Δ 110° 38' 30", FOR A DISTANCE OF 295.8' MORE OR LESS; THENCE S 49° 29' 45" W - 874.31' MORE OR LESS; THENCE ON A CURVE TO THE SOUTH WITH A RADIUS - 2859.00 AND A Δ - 104° 57' 30" FOR A DISTANCE 0. 281.74' MORE OR LESS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF DIVISION NUMBER 9; THENCE FOLLOWING THE NORTH BOUNDARY OF SAID PLAT ON A BEARING WEST - 82.85'; THENCE S 8° 42' 25" W - 880.41'; THENCE S 72° 45' 45" W - 370.81'; THENCE N 58° 26' 30" W - 1618' MORE OR LESS TO THE POINT OF BEGINNING.

(SEAL) Edward M. Paulsen Registered Professional Engineer Registered Professional Surveyor (SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX, AS HER SEPARATE PROPERTY, FEE SIMPLE OWNER OF SAID LAND, BY RICHARD J. WATERS, HER ATTORNEY-IN-FACT, UNDER SPECIAL POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 90819, VOLUME 8, PAGES 183 AND 34 OF POWER OF ATTORNEY RECORDS OF WHATCOM COUNTY, WASHINGTON, AND GLEN CORNING, ABNER LUOTKE, A.J. Mc MILLAN, MORSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, DOING BUSINESS IN PARTNERSHIP AS GLENHAVEN LAKES, CONTRACT PURCHASERS OF SAID LAND, BY GLEN CORNING, THEIR PARTNER AND ATTORNEY-IN-FACT UNDER THE LIMITED POWER OF ATTORNEY RECORDED UNDER AUDITORS FILE NO. 94089 IN VOLUME 36, PAGES 189 TO 191 OF POWERS OF ATTORNEY RECORDS OF WHATCOM COUNTY, WASHINGTON, HEREBY DECLARE THIS PLAT, AND IN LIEU OF DEDICATION OF ROADS SHOWN ON THIS PLAT HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED INTEREST IN ALL ROADS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING, AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF ROADS AND EASEMENTS.

IVA WHITTAKER TRUDELL FEE SIMPLE OWNER BY Richard J. Waters Attorney-in-Fact RICHARD J. WATERS, ATTORNEY-IN-FACT BY Glen Corning Glen Corning, Partner and Attorney-in-Fact GLEN CORNING, ABNER LUOTKE, A.J. McMILLAN, MORSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, D.B.A. GLENHAVEN LAKE CONTRACT PURCHASERS.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON COUNTY OF WHATCOM ON this 27th day of July, 1965, before me, personally appeared RICHARD J. WATERS, to me known to be the individual described in and who executed the foregoing deed as attorney-in-fact for IVA WHITTAKER TRUDELL, therein described and acknowledged to me that he signed the same as such attorney-in-fact for such principal, freely and voluntarily for the purposes and uses therein mentioned, and on oath stated that the power of attorney authorizing the dedication has not been revoked and that the principal is now living. Witness my hand and official seal hereto affixed the day and year in this certificate first above written.

Notary Public in and for the State of Washington, Residing at Bellingham

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 27th DAY OF JULY, 1965. (SEAL) ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 12th DAY OF JULY, 1965. (SEAL) CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

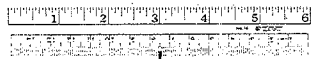
COMMISSIONER'S APPROVAL APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS 12th DAY OF July, 1965. ATTEST: (SEAL) CLERK OF THE BOARD (SEAL) CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE I, Hugh Paulsen, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW, AND AS SHOWN BY THE RECORDS IN MY OFFICE. WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 27th DAY OF July, 1965. (SEAL) TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF IVA WHITTAKER TRUDELL, ON THIS 27th DAY OF JULY, 1965 AT 11:00 MINUTES PAST 10 O'CLOCK AND RECORDED IN VOLUME 36 OF PLATS, PAGES 17-28, OF RECORDS OF SAID COUNTY. (SEAL) AUDITOR, WHATCOM COUNTY, WASHINGTON

STATE OF WASHINGTON COUNTY OF WHATCOM ON this 27th day of July, 1965, before me, personally appeared GLEN CORNING to me known to be the individual described in and who executed the within dedication for himself and as partner of and attorney-in-fact for GLEN CORNING, ABNER LUOTKE, A.J. McMILLAN, MORSHA W. SMITH, A.J. HUTTON JR. AND LAWRENCE C. ANGELL, who are all the partners in GLENHAVEN LAKES, ALSO THEREIN DESCRIBED, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED OF HIMSELF, AND SAID PARTNERSHIP AND PRINCIPALS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS DEDICATION HAS NOT BEEN REVOKED AND THAT THE SAID PARTNERS AND PRINCIPALS ARE NOW LIVING. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Notary Public in and for the State of Washington, Residing at Bellingham



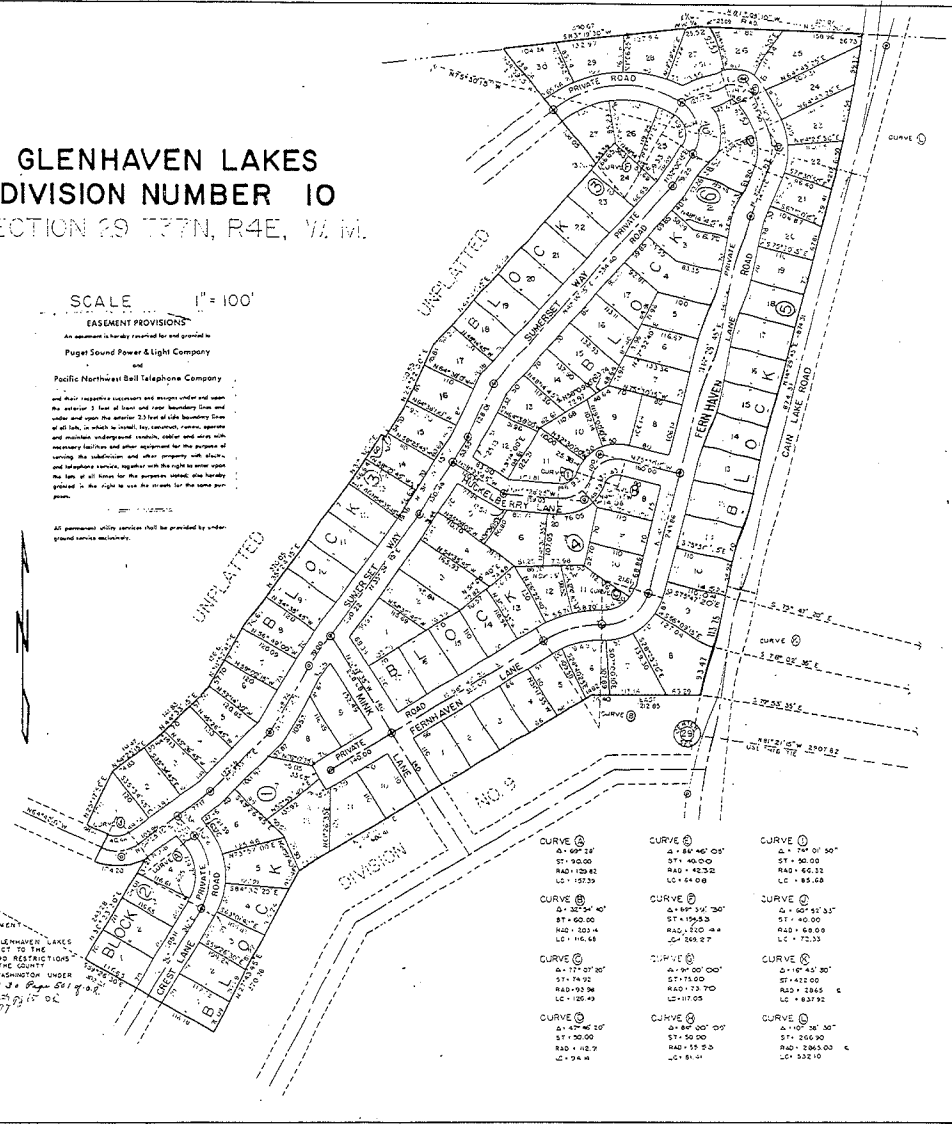
GLENHAVEN LAKES DIVISION NUMBER 10 SECTION 29 T37N, R4E, 1/4 WL

SCALE 1" = 100'

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to
Puget Sound Power & Light Company
 and
Pacific Northwest Bell Telephone Company
 and their respective successors and assigns under and upon
 the exterior 3 feet of their and other boundary lines and
 under and upon the interior 2 1/2 feet of the boundary lines
 of all lots, in which is shown, by reference, to the original
 and machine underground records, plat and maps with
 necessary fixtures and other appurtenances for the purpose
 of carrying the subdivision and other property with electric
 and telephone service, together with the right to enter upon
 the lots, in all cases for the purposes stated, and hereby
 granted to the right to use the streets for the same pur-
 poses.

All permanent utility services shall be provided by under-
 ground service mains.



- NOTES:
1. ALL ROADS ARE 60' IN WIDTH.
 2. (C) INDICATES CONCRETE MONUMENT.
- ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES
 DIVISION NO. 10 SHALL BE SUBJECT TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS
 AS RECORDED IN THE OFFICE OF THE COUNTY
 AUDITOR OF WHATCOM COUNTY, WASHINGTON UNDER
 AUDITOR'S FILE NO. 99016. *W&L 200 201 1/2 1/2*
20000 20000 20000 20000 20000 20000
4-7-77

CURVE (C) Δ = 107° 12' ST = 90.00 RAD = 120.82 LC = 112.59	CURVE (C) Δ = 107° 12' ST = 90.00 RAD = 120.82 LC = 112.59	CURVE (C) Δ = 107° 12' ST = 90.00 RAD = 120.82 LC = 112.59
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EXHIBIT L

GLENHAVEN LAKES DIVISION NUMBER II

SECTION 29 T37N, R4E, W. M.

WHATCOM COUNTY, WASHINGTON

DESCRIPTION

THE ENGINEER HAS EXAMINED THE RECORDS AND HEREBY CERTIFY THAT THIS PLAT, TITLED GLENHAVEN LAKES, WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAWS...

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT THIS 30th DAY OF AUGUST, 1965.

(SEAL)

ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION THIS 2 DAY OF SEPTEMBER, 1965.

CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY, THIS DAY OF 1965.

ATTEST:

CLERK OF THE BOARD

CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMERGED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN IN THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 30th DAY OF August, 1965.

(SEAL)

TREASURER, WHATCOM COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON, AT THE REQUEST OF J. R. ... ON THIS ... DAY OF ... 1965 AT ... MINUTES PAST ... AND RECORDED IN VOLUME ... OF PLATS, PAGES ... OF SAID COUNTY.

AUDITOR, WHATCOM COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT IVA WHITTAKER TRUDELL, WHO ACQUIRED THIS PROPERTY AS IVA WHITTAKER FOX, AS HER SEPARATE PROPERTY, FEE SIMPLE HOLDER OF SAID LAND, BY RICHARD J. WATERS, HER ATTORNEY-IN-FACT, UNDER SPECIAL POWER OF ATTORNEY...

IVA WHITTAKER TRUDELL FEE SIMPLE HOLDER

RICHARD J. WATERS, ATTORNEY-IN-FACT

GLEN CORNING, ABNER LUTKE, A.J. McMILLAN, MORSHA W. SMITH, A.J. WITTON JR. AND LAWRENCE C. ANGELL, D.E.A. GLENHAVEN LAKE CONTRACT PURCHASERS.

GLEN CORNING, PARTNER AND ATTORNEY-IN-FACT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON COUNTY OF WHATCOM ON THIS ... DAY OF ... 1965, BEFORE ME, PERSONALLY APPEARED RICHARD J. WATERS, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AS ATTORNEY-IN-FACT FOR IVA WHITTAKER TRUDELL...

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLEVUE WA

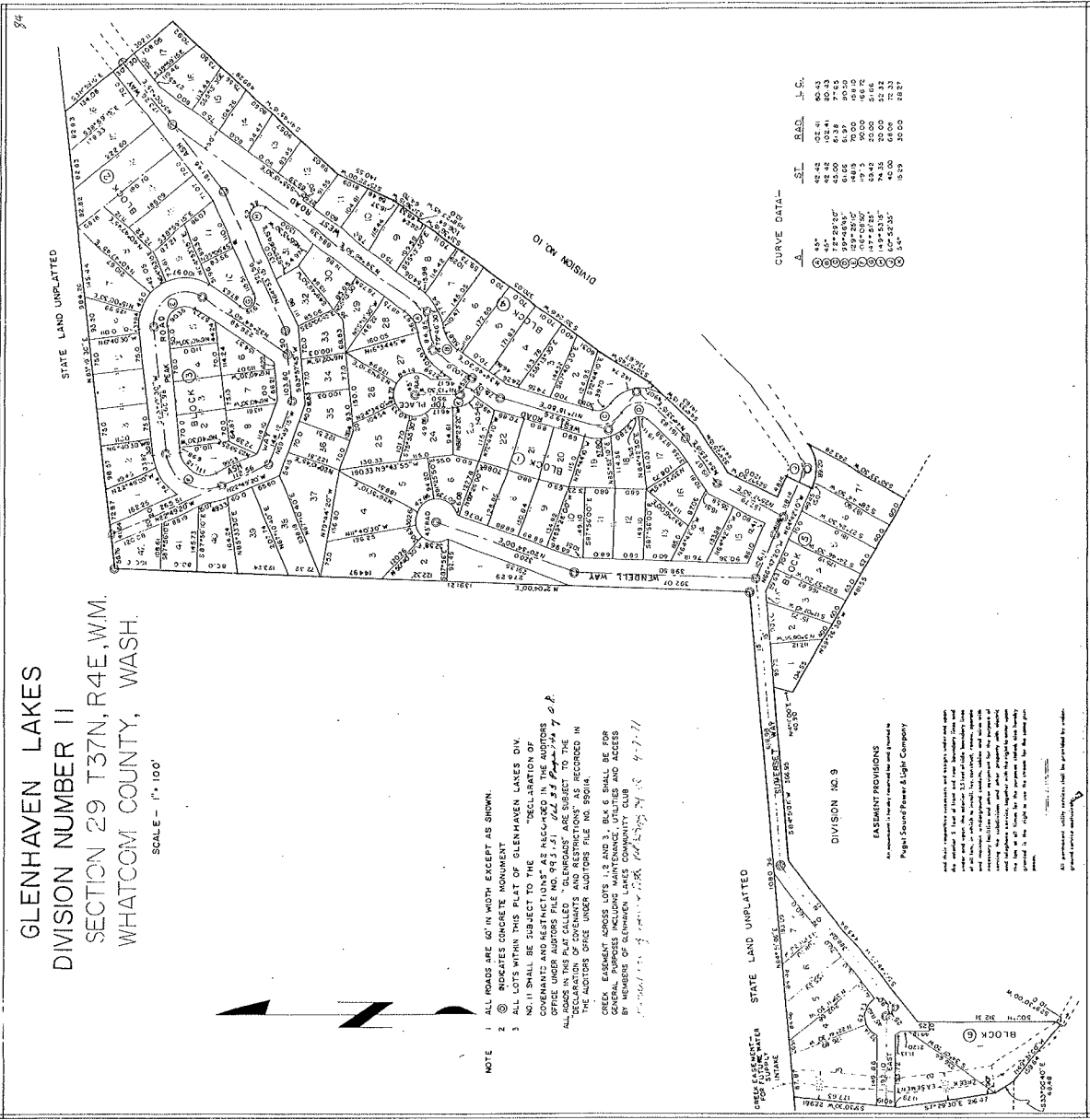
STATE OF WASHINGTON COUNTY OF WHATCOM ON THIS ... DAY OF ... 1965, PERSONALLY APPEARED GLEN CORNING TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN WHO EXECUTED THE WITHIN DEDICATION FOR HIMSELF...

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT BELLEVUE WA



**GLENHAVEN LAKES
DIVISION NUMBER II
SECTION 29 T37N, R4E, WM.
WHATCOM COUNTY, WASH.**

SCALE - 1" = 100'



NOTE

- 1 ALL ROADS ARE 60' IN WIDTH EXCEPT AS SHOWN.
- 2 (C) INDICATES CONCRETE MONUMENT.
- 3 ALL LOTS WITHIN THIS PLAT OF GLENHAVEN LAKES DIV. NO. II SHALL BE SUBJECT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 983151. *See 983151-147 of P.*
- 4 THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE AUDITORS OFFICE UNDER AUDITORS FILE NO. 89014.
- 5 EASEMENT ACROSS LOTS 1, 2 AND 3, B.L.K. 6 SHALL BE FOR GENERAL PURPOSES INCLUDING MAINTENANCE, UTILITIES AND ACCESS BY MEMBERS OF GLENHAVEN LAKES COMMUNITY CLUB.

See 983151-147 of P. 4-2-71

CURVE DATA-

ST.	R.A.D.	L.C.
1	48°	80.00
2	48°	80.00
3	48°	80.00
4	48°	80.00
5	48°	80.00
6	48°	80.00
7	48°	80.00
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10	48°	80.00
11	48°	80.00
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92	48°	80.00
93	48°	80.00
94	48°	80.00
95	48°	80.00
96	48°	80.00
97	48°	80.00
98	48°	80.00
99	48°	80.00
100	48°	80.00

EASEMENT PROVISIONS
As provided in the Declaration of Covenants and Restrictions, Page 1 of said Declaration of Covenants and Restrictions.

and that the respective owners shall be bound to maintain the same in accordance with the Declaration of Covenants and Restrictions, and shall be liable for the same.

The Declaration of Covenants and Restrictions is hereby incorporated by reference into this plat and shall be deemed a part hereof.

The plat is not valid until the same has been approved by the State.

APPROVED: _____
Notary Public for Washington State

All easements within this plat shall be provided by order of the State Surveyor.

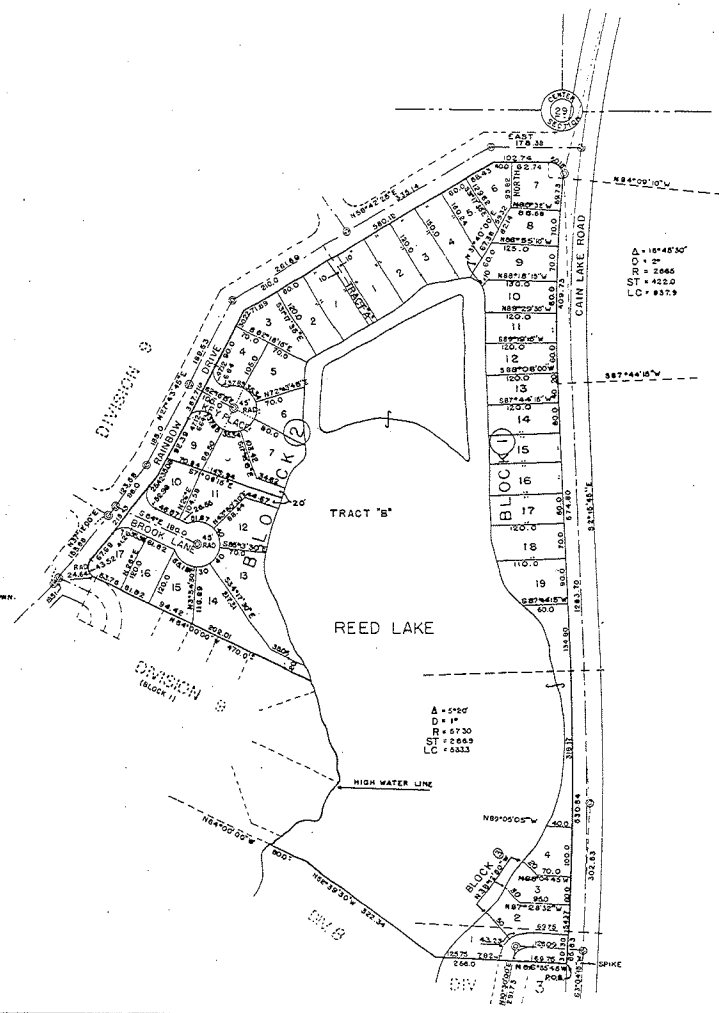


GLENHAVEN LAKES
DIVISION NUMBER 12
 SECTION 29 T37N, R4E, W.M.
 WHATCOM COUNTY, WASHINGTON
 SCALE 1 INCH = 100 FEET

81



- NOTE —
1. ALL CORNER RADI ARE 30' UNLESS OTHERWISE SHOWN.
 2. ⊙ INDICATES CONCRETE MONUMENTS.
 3. ALL ROADS ARE 50' IN WIDTH.
 4. * INDICATES IRON PIPE SET ON LOT LINE.



$\Delta = 18^{\circ}48'50''$
 $D = 2'$
 $R = 2686$
 $ST = 425.0$
 $LC = 837.9$

$A = 51^{\circ}0'$
 $D = 1'$
 $R = 87.30$
 $ST = 68.80$
 $LC = 833.3$

