

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Parks / Maintenance & Operation
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	Camp Horizon Foundation
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 0 _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ 0 _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This agreement is between Whatcom County and the Camp Horizon Foundation for their operation and use of the buildings at Bay Horizon Park for a residential camp serving disabled teens and adults. They have been successfully operating Camp Horizon and maintaining the buildings and portions of Bay Horizon Park under agreement since 1987.	
Term of Contract: 1/1/2023	Expiration Date: 25 years

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 9/13/22
	2. Attorney signoff: <u>Brandon Waldron via email</u>	Date: <u>9/13/22</u>
	3. AS Finance reviewed: <u>Marianne Caldwell via email</u>	Date: <u>9/19/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**AGREEMENT BETWEEN WHATCOM COUNTY AND THE CAMP
HORIZON FOUNDATION FOR THE USE AND OPERATION OF BAY
HORIZON PARK**

WHATCOM COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY" and CAMP HORIZON FOUNDATION, a 501(c)3 organization (UBI No. 601 132 375) hereinafter referred to as the "FOUNDATION", enter into an agreement for the use, operation and improvement of Bay Horizon Park, a Whatcom County property located at Gemini Street, Blaine WA, subject to written concurrence of the Secretary of Interior or his/her delegated representative, National Park Service, and all terms and conditions of the *Federal Lands to Parks Program* under which Whatcom County acquired the property (GSA Control #: D-WA-749 A,B,C). Parties acknowledge that this agreement is subservient to the deed restrictions between the COUNTY and United States of America, attached as Exhibit A.

Whereas, the FOUNDATION has operated Camp Horizon, a residential camp setting providing recreational, educational and social activities for teens and adults with developmental and medical disabilities since 1987; and

Whereas, the FOUNDATION has maintained and improved the facilities at Bay Horizon Park over this period of time to the mutual benefit of all parties and public; and

Whereas, the COUNTY and FOUNDATION desire to continue this relationship; and

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and agreements as hereinafter set forth, the COUNTY agrees to allow the FOUNDATION to provide services and facilities hereinafter to be mentioned upon a portion of real property know as Bay Horizon Park, located at Gemini Street, Blaine WA.

SECTION I – DESCRIPTION OF OBLIGATIONS

The COUNTY hereby grants to FOUNDATION full use and operational control of certain buildings, land and facilities of Bay Horizon Park for the purpose of providing park and recreational services and facilities to the general public. Included are building Nos. 416 (Recreation Hall), buildings 510, 514, 516, 583 (Barracks), 532 (Administration Building), 534 (Kitchen/Dining Hall), 542 (Shop), 616 (Hobby Shop), 634 (Base Exchange) and 636 (Commissary). Use of building 425 (Gymnasium) is in collaboration with the Blaine Birch Bay Park District's Use under a separate interlocal agreement between Whatcom County and the District. Facilities include utility systems, walks, roads, parking areas, play fields, courts and similar amenities. Map of Bay Horizon Park attached as "Exhibit D".

Additional obligations of COUNTY are detailed in Exhibit "B", attached to and incorporated herein by reference.

FOUNDATION agrees to operate Bay Horizon Park as a public park and recreational facility, providing those activities and services which are appropriate to the recreational needs of the public, are in keeping with the nature and location of the park, and which are mutually agreed upon by the parties to this AGREEMENT.

FOUNDATION will be allowed during the term of this agreement to operate for six weeks during the month of June, July and/or August each year and at such other times as may be mutually agreed upon, in and on the facilities of Bay Horizon Park, a residential camp for recreational, educational and social activities for teens and adults with developmental and/or medical disabilities to be known as "*Camp Horizon*" and other park related uses as agreed to by the Whatcom County Parks Director or their representative.

SECTION II – CONSIDERATION

1. The principle consideration to be exchanged is this AGREEMENT shall be the mutual benefits to be derived by both parties from their performance of the obligations and conditions set forth herein. The FOUNDATION is authorized to charge appropriate fees for the public's use of the facilities and services, as approved by the COUNTY. Income from said fees shall be used to defray FOUNDATION'S cost of management and operation of the Park, and to maintain and repair buildings, grounds and facilities in a state of repair satisfactory to COUNTY.
2. In the event FOUNDATION shall generate funds from the operation of Bay Horizon Park in excess of amounts required to defray operation and maintenance costs of the Park for any fiscal year, and in excess of those required to meet the Bay Horizon Park budget for the next fiscal year, FOUNDATION shall pay to COUNTY a percentage of such excess at rate set forth in Exhibit "B" attached to and incorporated herein by reference. Such fee shall be paid before December 31st of the calendar year in which the affected fiscal year has ended.
3. For the purposes of this section of the AGREEMENT, the income and expenses of Camp Horizon shall not be included in the determination of the existence of excess funds.

SECTION III - TERM OF AGREEMENT

The term of this AGREEMENT shall commence upon execution of this AGREEMENT by the parties and run for five-years. Upon satisfactory performance and review of the terms and conditions, the FOUNDATION will have the option to renew this agreement for four consecutive five-year periods terminating on December 31, 2048, unless terminated earlier within the provisions of this AGREEMENT. Any changes reached by the COUNTY and FOUNDATION for renewal of this AGREEMENT shall be subject to the written approval of the Secretary of Interior or his/her delegated representative, National Park Service, if any significant changes to the AGREEMENT are included.

SECTION IV- GENERAL PROVISIONS

1. ADMINISTRATION OF THE AGREEMENT: The COUNTY hereby appoints and the FOUNDATION hereby accepts the Whatcom County Parks & Recreation Director, hereinafter known as the "Director", as the COUNTY'S representative for the purpose of administering the provisions of the AGREEMENT, including the COUNTY'S documents related to the AGREEMENT, to request and receive additional information from the FOUNDATION, to assess the general performance of the FOUNDATION under this AGREEMENT, to determine if contracting obligations are being performed in accordance with the federal, state, or local law, and to administer any other right granted to the COUNTY under this AGREEMENT. The COUNTY and the FOUNDATION expressly reserve the right to terminate this AGREEMENT as provided herein and also expressly reserve the right to commence civil action for the enforcement of this AGREEMENT.

2. ANNUAL MEETING OF THE PARTIES: Representatives of each party to this AGREEMENT will meet annually at a date, time and place to be mutually agreed upon to review the past fiscal year's operation, financial statement and adopt a plan for the coming year. FOUNDATION will present a summary of the past year's operation and a budget for the next fiscal year. The schedule of fees and charges to be collected by FOUNDATION for the use of Bay Horizon Park will be reviewed and changed as appropriate. Proposals for changes or amendments to this AGREEMENT will be presented and discussed, and acted upon if appropriate. This requirement for an annual meeting shall not prevent the parties from meeting jointly at other times to discuss and act upon matters affecting the AGREEMENT.

3. EXTENT OF AGREEMENT: This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

4. NON-DISCRIMINATION: County and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance

Executive Order 13672 which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. FOUNDATION shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification. Furthermore, in those cases in which FOUNDATION is governed by such laws, FOUNDATION shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, FOUNDATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, to sole proprietorships with no employees or individuals or businesses contracted to perform maintenance, repairs and minor improvements at the property.

FOUNDATION shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or

separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

5. LICENSING IN COMPLIANCE WITH LAWS AND REGULATIONS: The FOUNDATION agrees that any and all individuals employed by the FOUNDATION shall be licensed, certified and/or accredited in compliance with all applicable federal, state and county ordinances and statutes.

6. ASSIGNMENT AND/OR SUBLETTING: The FOUNDATION shall not assign this AGREEMENT or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or sublet shall be grounds for termination of AGREEMENT by COUNTY possible reversion to the United States of America.

7. INSPECTION: The FOUNDATION agrees that the COUNTY by and through the Director may make periodic inspection of the entire work product of the FOUNDATION including, but not limited to materials of every nature whatsoever, which may be prepared, created or manufactured by the FOUNDATION during the completion of this agreement. The FOUNDATION agrees to notify the COUNTY in advance of any inspections, audits or program review by an individual, agency or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given by such individual, agency or governmental unit, then the FOUNDATION agrees to notify the COUNTY as soon as it is practical of any inspection that has taken place.

8. RELATIONSHIP OF THE PARTIES: The parties intend that an independent FOUNDATION/COUNTY relationship will be created by this AGREEMENT. The COUNTY is interested only in the results to be achieved. No agent, employee, servant or representative of the FOUNDATION shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose. Employees of the FOUNDATION are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The FOUNDATION will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, volunteers or otherwise during the performance of this AGREEMENT. In the performance of the obligations herein contemplated, the FOUNDATION is an independent contractor as to the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the COUNTY and shall be subject the COUNTY'S general rights of inspection and review to secure the satisfactory completion thereof.

9. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, the FOUNDATION agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the FOUNDATION, its employees, agents or volunteers or FOUNDATION'S subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this AGREEMENT; or 3) are based upon the FOUNDATION or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the FOUNDATION shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the FOUNDATION shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the FOUNDATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the FOUNDATION are a material inducement to COUNTY to enter into this AGREEMENT, are reflected in the FOUNDATION'S compensation, and have been mutually negotiated by the parties. FOUNDATION'S initials acknowledging indemnity terms required.

Initial

Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Camp Horizon Foundation agrees all Foundation indemnity obligations shall survive the completion, expiration or termination of this Agreement for a period of three (3) years beyond.

Indemnity by Subcontractors. In the event the Camp Horizon Foundation enters into subcontracts to the extent allowed under this Agreement, the Foundation's subcontractors shall indemnify the County on a basis equal to or exceeding Foundation's indemnity obligations to the County.

10. INSURANCE: The FOUNDATION shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this agreement, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the FOUNDATION, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the COUNTY) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this

Agreement or the coverage limits provided or available under the policies maintained by the FOUNDATION without regard to this AGREEMENT, whichever are greater.

1. Commercial General Liability

Property Damage \$500,000.00, per occurrence
General Liability & bodily injury \$2,000,000.00, per occurrence
Annual Aggregate \$4,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1, 000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate
Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Foundations and Foundation's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Foundation and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Foundation shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Foundation's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Foundation to enter into a pre-loss agreement to waive subrogation without an endorsement, then Foundation agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Foundation enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Foundation shall provide a full and complete certified copy of all requested insurance policies to the County. The County

reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

f. Verification of Coverage/Certificates and Endorsements. The Foundation shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the Foundation. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "D". If Exhibit D is not attached, the Foundation must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work or activity on the park. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the park, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Foundation shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

h. No Limitation on Liability. The insurance maintained under this agreement shall not in any manner limit the liability or qualify the liabilities or obligations of the Foundation to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

i. Use of County Property Conditioned on Insurance and Failure to Maintain Insurance. Use of the property by the Foundation under this Agreement is expressly conditioned upon the Foundation's compliance with all insurance requirements. Failure on the part of the Foundation to maintain the insurance as required shall constitute a material breach of contract. Foundation's use of the park may be suspended in the event of non-compliance, upon which the County may, after giving twenty-five business days' notice to the Foundation to correct the breach or immediately terminate the agreement.

j. Workers Compensation. The Foundation shall maintain Workers Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Foundation's employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act, to the extent that coverage for volunteers is optional in the State of Washington, the Foundation is not obligated to provide this coverage to volunteers.

k. Failure of the Foundation to take out and/or maintain required insurance shall not relieve the Foundation or subcontractors from any liability under the agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning

indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Foundation were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Foundation's insurance requirements under this Agreement.

l. Availability of Foundation Limits. If the Foundation maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Foundation, irrespective of whether such limits maintained by the Foundation are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Foundation.

m. Insurance for Subcontractors. If the Foundation subcontracts (if permitted in the Agreement) any portion of this Agreement, the Foundation shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Foundation in this agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

n. The Foundation agrees Foundation's insurance obligation shall survive the completion or termination of this agreement for a minimum period of three years.

11. COMMUNICATION: Communications between the FOUNDATION and COUNTY shall be addressed to the regular place of business.

In the case of the FOUNDATION:

President
Camp Horizon Foundation
7506 Gemini Street, Blaine WA 98230
360 371-0531
info@lionscamphorizon.org

In the case of the COUNTY:

Director
Whatcom County Parks & Recreation Department
3373 Mt. Baker Highway
Bellingham WA 98226
360 778-5850
parks@co.whatcom.wa.us

12. SEVERABILITY: It is understood and agreed to by the parties hereto that if any part of this AGREEMENT is illegal, the validity of the remaining provisions shall not be affected and the

rights and obligations of the parties shall be construed as if the agreement did not contain the particular illegal part. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be modified to conform to such statutory provisions.

13. MODIFICATION: No change or additions to this AGREEMENT shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.


14. VENUE STIPULATION: This AGREEMENT has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this AGREEMENT shall be governed by the laws of the State of Washington, both as to interpretation and performance.

15. NON-WAIVER OF BREACH: The failure of the COUNTY or the FOUNDATION to insist upon strict performance of any of the covenants and agreement of this AGREEMENT or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and shall remain in full force and effect. If either party fails to comply fully with the terms and conditions of the AGREEMENT, the other party may pursue such remedies as are legally available, including, but not limited to, the immediate suspension of operations and activities pending corrective acts or investigations, or termination of this AGREEMENT. Further, any breach shall be identified and presented to the other party who will have 30-days to address or remedy the breach before the remedies described in this paragraph may be taken. This AGREEMENT may be terminated at any time upon mutual, written agreement by both parties, or upon thirty-days written notice by either party.

16. ACKNOWLEDGEMENT: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deeds from the United States of America to the County, dated September 2, 1981, September 29, 1983, December 8, 1983, July 9, 1985, and April 15, 1988, and recorded at the Whatcom County Auditor's Office, and the current Program of Utilization which governs the use of the assigned property. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

DATED this 8th day of August 2022.

CAMP HORIZON FOUNDATION:




Don Webster, President

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 8 day of August 2022 before me personally appeared Don Webster, to me known to the President of the Camp Horizon Foundation and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington



Shannon Batdorf printed name.
Residing at Bellingham
My commission expires 4/27/26

EXHIBIT "A"
1460783

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Regional Director, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Whatcom County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 9.13 acres known as Parcel No. 2, portion of Blaine Air Force Station, located in Whatcom County, State of Washington, and more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its

1460783

understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated January 26, 1982, submitted by the Grantee and accepted by the Grantor on February 5, 1982, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part

thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped

individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 29th day of September, 1983.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By [Signature]
Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 29th day of September, 1983 before me, the subscriber, personally appeared DANIEL J. TOBIN, JR., to me known and known to me to be the Regional Director, Pacific Northwest Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered,

and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



[Signature]
Notary Public in and for the
State of Washington

Residing at:

Bainbridge Island

Pursuant to the authority of a resolution dated January 7, 1982, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

WHATCOM COUNTY, a political
subdivision of the State of
Washington

By *[Signature]*
Roger A. DeSpain, Director
Whatcom County Park
and Recreation Board

STATE OF WASHINGTON)
)ss.
County of Whatcom)

On this 3rd day of October, 1983, before me, the undersigned officer, personally appeared ROGER A. DeSPAIN, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, ROGER A. DeSPAIN, is the Director of the Whatcom County Park and Recreation Board, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Whatcom County, a political subdivision of the State of Washington, for the purposes and uses therein described.

[Signature]
Notary Public in and for the State
of Washington

Residing at:

103 W. 2nd St. Nookland, Wa
98276

LEGAL DESCRIPTION
Parcel No. 2
Portion Blaine Air Force Station
Whatcom County, WA
D-WASH-749C (1)

That portion of the SW 1/4 NE 1/4 of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, Washington, more particularly described as follows:

Beginning at the intersection of the west line of said NE 1/4 with the south line of Alderson Road; thence along said west line S 01° 48' 32" W 498.11 feet to the true point of beginning; thence continuing along said west line S 01° 48' 32" W 551.93 feet; thence S 88° 09' 41" E 839.53 feet; thence N. 01° 50' 44" E 332.99 feet; thence N. 87° 54' 33" W 300.09 feet; thence N. 01° 48' 32" E 216.65 feet; thence N 88° 03' 33" W 539.66 feet to the true point of beginning.

TOGETHER WITH improvements located thereon.

TOGETHER WITH the rights of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

TOGETHER WITH those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, utility poles, electric transformers and any other utility lines as now located in, upon, over and under all that portion of the above described property; AND the right of the grantee to jointly use, operate maintain and repair, with others, all such water, sewer, oil, steam, gas and electric lines, utility poles, electric transformers and any other utility lines or systems as now located in upon, over, and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station).

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

SUBJECT TO joint use, operation, maintenance and repair, with other grantees, of all existing utility lines and systems as now located in; upon, over and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station).

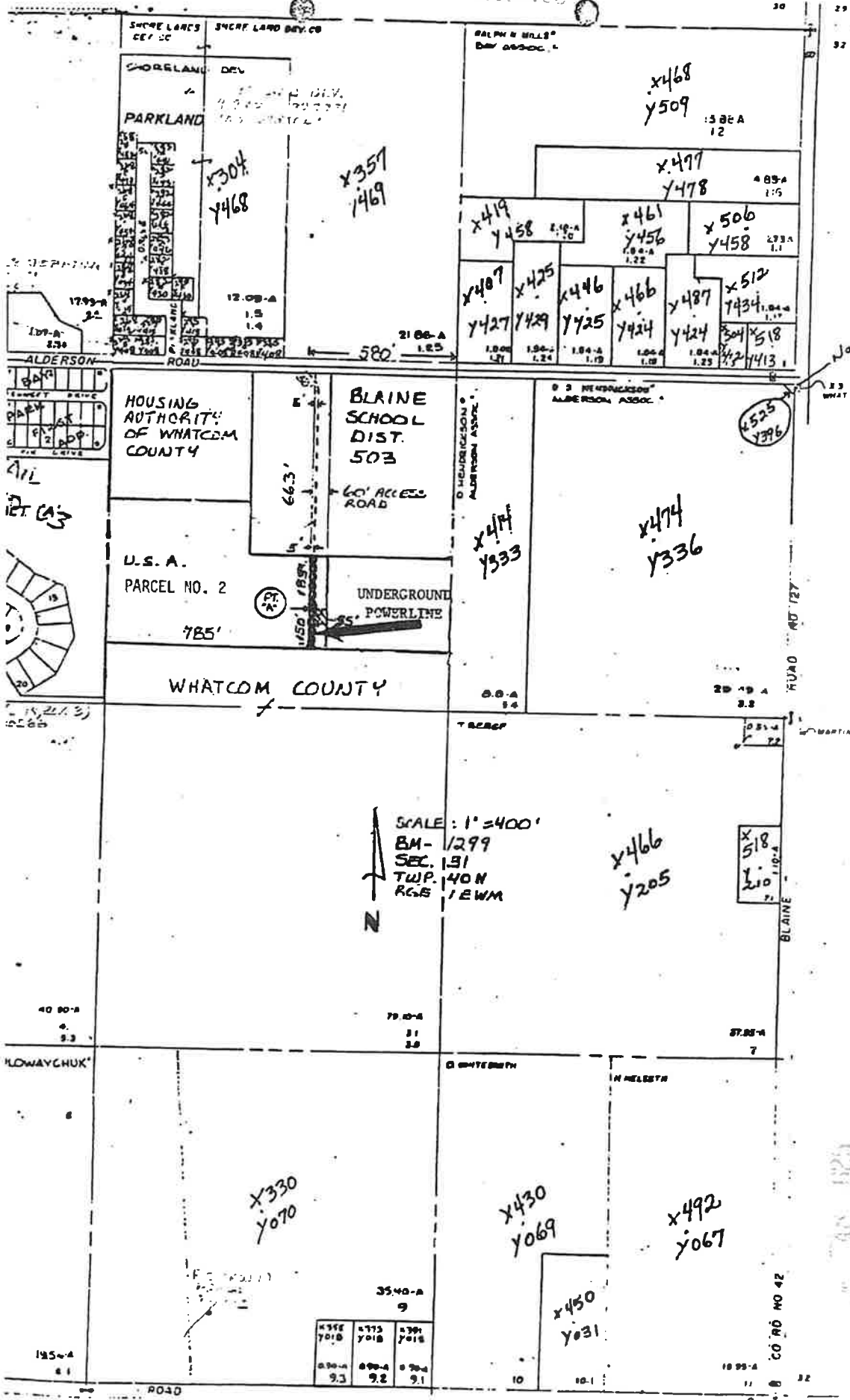
SUBJECT TO the right of the phone company to attach its lines to existing utility poles.

SUBJECT TO a perpetual easement and right-of-way conveyed to Puget Sound Power and Light Company, for the construction, operation, and continued maintenance, repair, alteration, inspection, relocation and replacement of an underground electric power line, including conduit, transformer vaults and other attachments affixed thereto, for the support of said underground electric power line, on, over and across the above described tract of land as depicted on the drawing attached hereto and made a part hereof.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easements of record.

The grantee, by acceptance of this deed, covenants that it will take no action which will disrupt any utility service without first securing the permission and advising other grantees acquiring portions of the former Blaine Air Force Station and being served by the aforementioned utility systems.

1450783



SCALE: 1" = 400'

BM-1299
 SEC. 131
 TWP. 40N
 R6E 1EWM

435E 701B	475 701B	430 701B
030-A 9.3	090-A 9.2	070-A 9.1

X518
Y210

X525
Y336

X466
Y205

X474
Y336

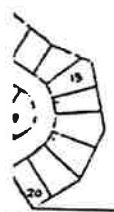
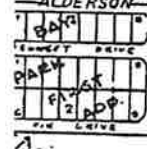
X474
Y333

X430
Y069

X492
Y067

X450
Y031

X330
Y070



LEGAL DESCRIPTION
Parcel No. 2
Portion Blaine Air Force Station
Whatcom County, WA
D-WASH-749C (1)

That portion of the SW 1/4 NE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington, more particularly described as follows:

Beginning at the intersection of the west line of said NE 1/4 with the south line of Alderson Road; thence along said west line S 01° 48' 32" W 498.11 feet to the true point of beginning; thence continuing along said west line S 01° 48' 32" W 551.93 feet; thence S 88° 09' 41" E 839.53 feet; thence N. 01° 50' 44" E 332.99 feet; thence N. 87° 54' 33" W 300.09 feet; thence N. 01° 48' 32" E 216.65 feet; thence N 88° 03' 33" W 539.66 feet to the true point of beginning.

TOGETHER WITH improvements located thereon.

TOGETHER WITH the rights of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

TOGETHER WITH those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, utility poles, electric transformers and any other utility lines as now located in, upon, over and under all that portion of the above described property; AND the right of the grantee to jointly use, operate maintain and repair, with others, all such water, sewer, oil, steam, gas and electric lines, utility poles, electric transformers and any other utility lines or systems as now located in upon, over, and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station).

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

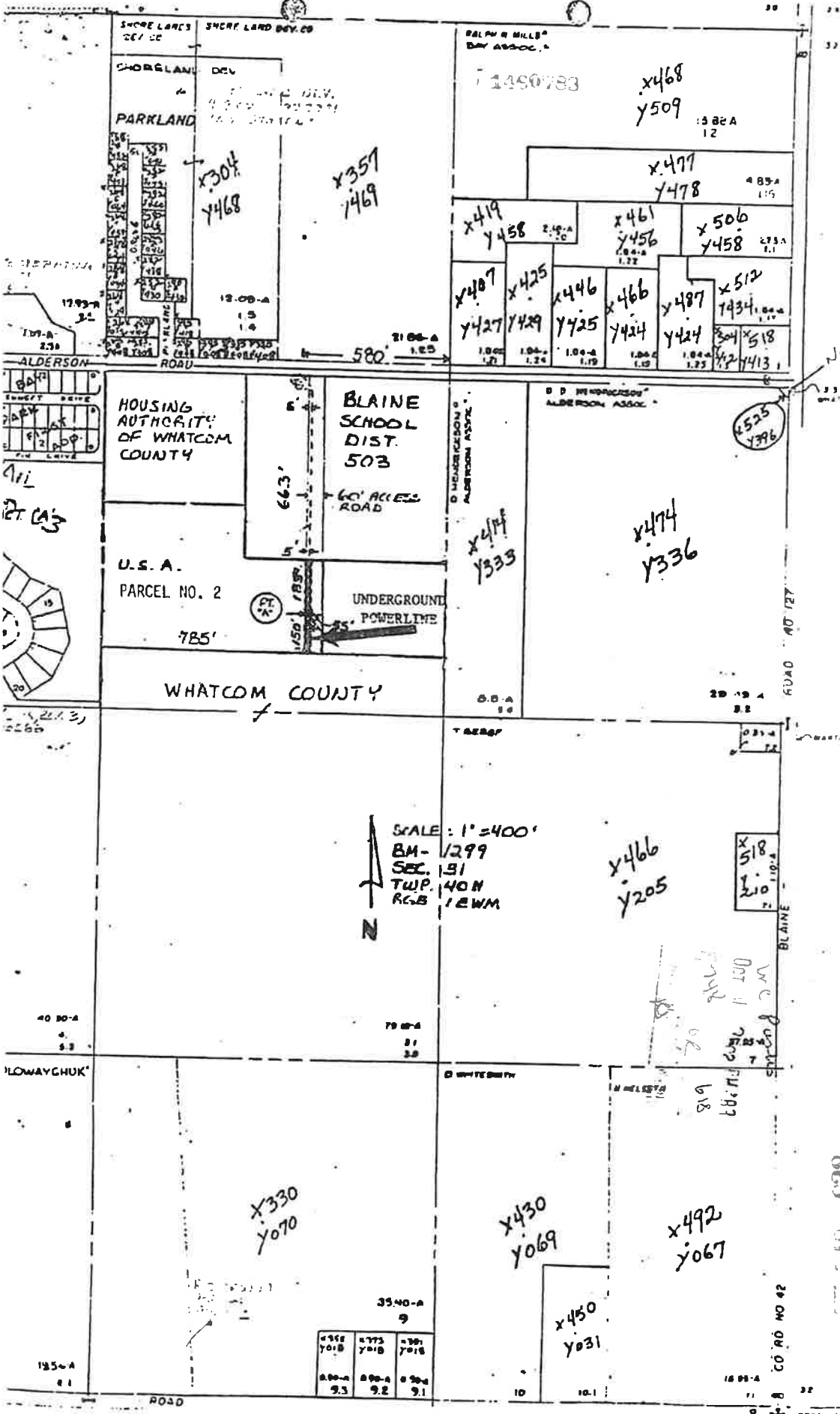
SUBJECT TO joint use, operation, maintenance and repair, with other grantees, of all existing utility lines and systems as now located in; upon, over and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station).

SUBJECT TO the right of the phone company to attach its lines to existing utility poles.

SUBJECT TO a perpetual easement and right-of-way conveyed to Puget Sound Power and Light Company, for the construction, operation, and continued maintenance, repair, alteration, inspection, relocation and replacement of an underground electric power line, including conduit, transformer vaults and other attachments affixed thereto, for the support of said underground electric power line, on, over and across the above described tract of land as depicted on the drawing attached hereto and made a part hereof.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easements of record.

The grantee, by acceptance of this deed, covenants that it will take no action which will disrupt any utility service without first securing the permission and advising other grantees acquiring portions of the former Blaine Air Force Station and being served by the aforementioned utility systems.



SCALE: 1" = 400'
 BM- 1299
 SEC. 31
 TWP. 40N
 R. 6E 12W

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20



525
336

148-028

3540-A 9		
4552 7018	4773 7018	4901 7018
800-A 9.3	800-A 9.2	800-A 9.1

QUITCLAIM DEED

1467453

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Regional Director, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Whatcom County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 5.16 acres known as Parcel No. 7, portion of Blaine Air Force Station, located in Whatcom County, State of Washington, and more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof.

What. Co Parks

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its

understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated January 26, 1982, submitted by the Grantee and accepted by the Grantor on February 5, 1982, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part

thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

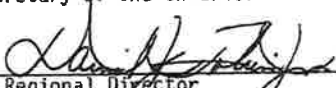
7. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped

individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 8th day of December 1983.

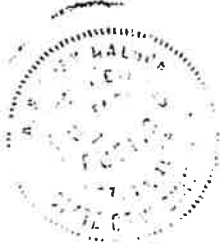
UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By 
Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON))
County of Whatcom) ss.

On this 8th day of December, 1983, before me, the subscriber, personally appeared DANIEL J. TOBIN, JR., to me known and known to me to be the Regional Director, Pacific Northwest Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered,

and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



[Signature]
Notary Public in and for the
State of Washington

Residing at:

Bainbridge Island

Pursuant to the authority of a resolution dated January 7, 1982, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

WHATCOM COUNTY, a political
subdivision of the State of
Washington

By [Signature]
Roger A. DeSpain, Director
Whatcom County Park
and Recreation Board

STATE OF WASHINGTON)
)ss.
County of Whatcom)

On this 20th day of Dec., 1983, before me, the undersigned officer, personally appeared ROGER A. DeSPAIN, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, ROGER A. DeSPAIN, is the Director of the Whatcom County Park and Recreation Board, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Whatcom County, a political subdivision of the State of Washington, for the purposes and uses therein described.

[Signature]
Notary Public in and for the State
of Washington

Residing at:

103 W. 2nd St. Northport, Wa.
98276

LEGAL DESCRIPTION
PARCEL NO. 7
PORTION BLAINE AIR FORCE STATION
WHATCOM COUNTY, WASHINGTON
D-WASH-749C (2)

That portion of the NW 1/4 SE 1/4 of Section 31, Township 40 N., Range 1 E., W.M., Whatcom County, Washington, more particularly described as follows:

Beginning at the SW corner of said NW 1/4 SE 1/4; thence S 87°46'11" E 622.59 feet along the south line thereof; thence N 01°48'32" E 276.99 feet; thence N 66°01'18" W 289.22 feet; thence N 87°46'11" W 354.75 feet; thence S 01°48'32" W 384.16 feet to the true point of beginning.

TOGETHER WITH improvements located thereon.

TOGETHER WITH the rights of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

TOGETHER WITH those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, utility poles, electric transformers and any other utility lines as now located in, upon, over and under all that portion of the above described property; AND the right of the grantee to jointly use, operate, maintain and repair, with others, all such water, sewer, oil, steam, gas and electric lines, utility poles, electric transformers and any other utility lines or systems as now located in, upon, over, and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, Washington (formerly Blaine Air Force Station).

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

SUBJECT TO joint use, operation, maintenance and repair, with other grantees, of all existing utility lines and systems as now located in, upon, over and under the SW 1/4 NE 1/4 and the NW 1/4 SE 1/4 of Section 31, Township 40 N, Range 1 E, W.M. Whatcom County, Washington (formerly Blaine Air Force Station).

SUBJECT TO the right of the phone company to attach its lines to existing utility poles.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easements of record.

1467453

Exhibit "A" 2 of 2

The grantee, by acceptance of this deed, covenants that it will take no action which will disrupt any utility service without first securing the permission and advising other grantees acquiring portions of the former Blaine Air Force Station and being served by the aforementioned utility system.

NE
11/11
Dec 20 2 24 PM '83
VOL 764-595
JOAN OGREN, AUDITOR
WATCOM COUNTY, WASH.
DEPUTY

.VOL 764 PAGE 601



10-GR-(1)-WA-749C(3)

1512897

QUITCLAIM DEED

1512897

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Regional Director, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Whatcom County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to certain parcels of real property, consisting of approximately 2.38 acres known as a portion of Blaine Air Force Station, located in Whatcom County, State of Washington, and more particularly described in Exhibit "A" and "B", attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

*Original sent to
Tom Smith
Department of the Interior
Director, BLM
2001 4th Ave
Seattle, WA 98121
11/30/85*

1512897

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated January 27, 1985, submitted by the Grantee and accepted by the Grantor on April 12, 1985, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within three (3) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

1512897

5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

6. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped

1512897

individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 27th day of July, 1926.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By William J. Briggles
Acting Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON)
County of Whatcom) ss.

On this 27th day of July, 1926, before me, the subscriber, personally appeared WILLIAM J. BRIGGLES, to me known and known to me to be the Acting Regional Director, Pacific Northwest Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered,

1512897

and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



M. S. ...
Notary Public in and for the
State of Washington

Residing at:

7 Rainwater Island

Pursuant to the authority of a resolution dated March 21, 1985, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

WHATCOM COUNTY, a political
subdivision of the State of
Washington

By Roger A. DeSpain
Roger A. DeSpain, Director
Whatcom County Park and
Recreation Board

STATE OF WASHINGTON)
County of Island) ss.

On this 12th day of July, 1985, before me, the undersigned officer, personally appeared ROGER A. DeSPAIN, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, ROGER A. DeSPAIN, is the Director of the Whatcom County Park and Recreation Board, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Whatcom County, a political subdivision of the State of Washington, for the purposes and uses therein described.

Mary Lou ...
Notary Public in and for the State
of Washington

Residing at:

511 W 2nd Street
Naselle, Wa 98276

LEGAL DESCRIPTION

That portion of the NW quarter of the SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, more particularly described as follows:

Beginning at the center quarter corner of said Section 31, thence S 58°29'37" E 942.36 feet to the true point of beginning; thence S 87°39'19" E 150.14 feet; thence N 01°55'24" E 75.00 feet; thence N 87°39'19" W 150.17 feet; thence S 01°54'06" W 75.00 feet to the true point of beginning.

AND

That portion of the Northwest quarter of the Southeast quarter of Section 31, Township 40 North, Range 1 East of W.M., Whatcom County, Washington, described as follows:

Commencing at the Northwest corner of said Northwest quarter of the Southeast quarter; Thence South 35°51'10" East 613.17 feet to the Point of Beginning; Thence South 87°46'01" East 425.10 feet; Thence South 01°54'06" West 191.43 feet; Thence North 87°46'11" West 161.43 feet; Thence South 01°48'32" West 41.43 feet; Thence North 87°46'11" West 263.36 feet; Thence North 01°48'32" East 232.89 feet to the Point of Beginning.

The Basis of Bearings of the above described tract is the Westerly line of said Northwest quarter of the Southeast quarter, which bears North 01°48'32" East.

TOGETHER WITH improvements located thereon.

TOGETHER WITH two oil storage tanks located east of Building 800.

TOGETHER WITH those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, utility poles, electric transformers and any other utility lines or systems as now located in, upon, over and under all that portion of the above described property. AND the right of the GRANTEE to jointly use, operate, maintain, and repair, with others, all such water, sewer, oil, steam, gas, and electric lines, utility poles, electric transformers, and any other utility lines or systems as now located in, upon, over, and under the SW quarter, NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, (formerly Blaine Air Force Station).

TOGETHER WITH the rights of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N., Range 1 E., W.M., Whatcom County, WA, (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

RESERVING TO the United States of America and its assigns, all coal, oil, and gas resources, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

SUBJECT TO joint use, operation, maintenance and repair, with other grantees, of all existing utility lines and systems as now located in, upon, over and under the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N., Range 1 E., W.M., Whatcom County, WA (formerly Blaine Air Force Station).

SUBJECT TO the right of the phone company to attach its lines to existing utility poles.

1512897

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easements of record.

The Grantee, by acceptance of this deed, covenants for itself and its successors and assigns, that it will take no action which will disrupt any utility service without first securing the permission of and advising other owners of portions of the former Blaine Air Force Station and being served by the aforementioned utility systems.

RECORDED
JUL 31 2 05 PM '85
VOL 849 PAGE 756
REGISTERED
WASHINGTON
COUNTY

1512897

EXHIBIT A

Government Land and Improvements for Disposal, Portion of the Former Blaine
Air Force Station, Whatcom County, Washington

Land:

0.26[±] acre
2.12[±] acres

Improvements

- Building No. 612 - Heating Plant (1,500 square feet)
- Building No. 636 - Base Commissary (4,233 square feet)
- Building No. 658 - Aircraft Control Operations Building (11,759 sq. ft.)
- Building No. 664 - Telecommunications Center (1,546 square feet)
- Building Nos. 740 and 750 - Supply Warehouses (1,670 square feet each)
- Building No. 1200 - Two 2,100BL fuel oil storage tanks (as located on land previously conveyed to Whatcom County Park and Recreation Board in Quitclaim Deed dated September 2, 1981, and filed under Auditor's file No. 1401369 on September 29, 1981, in Records of Whatcom County).

004849 PMA 754A

1603049

No fee

9-GR
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 WHATCOM CO WA
 MAY 21 1 02 PM '88
 RECORDED
 1603049
 5573
 Mt Baker Nat. Monument

QUITCLAIM DEED

1603049

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Pacific Northwest Region, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485 (84 Stat. 1084), and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Whatcom County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, and to other easements and encumbrances of record, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 12.87 acres of land known as a portion of the former Blaine Air Force Station, and more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1603049

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee and accepted by the Grantor which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964;

1603049

(2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

6. The Grantee shall consult with the Washington State Historic Preservation Officer pursuant to the "Procedures for the Protection of Historic and Cultural Properties" (36 C.F.R. Part 800) with regard to the proposed use and development of the property transferred by this conveyance to assure that any historic structures, archeological sites, or other cultural resources are not inadvertently compromised, lost, or destroyed and the grantor will comply with the "Procedures for the Protection of Historic and Cultural Properties" (36 C.F.R. Part 800) before giving written concurrence of any amendments to the program of utilization and plan contained in the application.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), Executive Order 11988 (May 24, 1977) for Floodplain Management and Executive Order 11990 (May 24, 1977) for Protection of Wetlands where said Amendments and Orders are applicable to the property herein conveyed. In particular, Grantee agrees that the property herein conveyed shall be subject to any use restrictions issued under said Amendments and Orders.

8. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 15 day of April, 1988.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By Charles N. Berglund
Regional Director
National Park Service
Pacific Northwest Region
83 South King Street, Suite 212
Seattle, Washington 98104

STATE OF WASHINGTON)
) ss.
County of King)

On this 15th day of April, 1988, before me, the subscriber, personally appeared CHARLES H. ODEGAARD, to me known and known to me to be the Regional Director, Pacific Northwest Region, National Park Service of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered, and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



Rick Warner
Notary Public in and for the
State of Washington

Residing at:
Kirkland, Washington

My Commission expires:
May 9, 1990
Date

Pursuant to the authority of Resolution Number 87-53, dated November 5, 1987, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Whatcom County

By Roger A. DeSpain
Roger A. DeSpain, Director
Whatcom County Park and
Recreation Board

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 17th day of May, 1988, before me, the undersigned officer, personally appeared Roger A. DeSpain, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, Roger A. DeSpain, is the Director, Whatcom County Park and Recreation Board, said county being a political subdivision of the State of Washington, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Whatcom County, for the purposes and uses therein described.

Mary Lou Jones
Notary Public in and for the
State of Washington

Residing at: Northbrook

My Commission expires:
6/11/90
Date

1603049

Exhibit A

Legal Description
Potion Blaine Air Force Station
Whatcom County, Washington
GSA Control #9-GR-(1)-WA-749-B

That portion of the SW quarter of the NE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, Washington, more particularly described as follows:

Beginning at the NE 1/16 corner of said Section 31, thence S 01°47'44" W along the East line of said SW quarter NE quarter 304.00 feet to the South edge of Alderson Road and the true point of beginning; thence continuing along said East line S 01°47'44" W 713.36 feet; thence N 87°54'33" W, parallel to the North line of said SW quarter NE quarter 785.80 feet; thence N 01°48'32" E parallel to the West line of said SW quarter NE quarter 713.36 feet to the South edge of Alderson Road; thence S 87°54'33" E 785.64 feet along said South edge to the true point of beginning.

TOGETHER WITH improvements located thereon.

TOGETHER WITH the rights of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, Washington, (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

TOGETHER WITH those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, poles, transformers and any other utility lines as now located in, upon, over and under all that portion of the above described property. AND the right of the GRANTEE to jointly use, operate, maintain, and repair, with others, all such water, sewer, oil, steam, gas and electric lines, electric transformers and utility poles as now located in, upon, over and under the SW quarter, NE quarter and the NW quarter, SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, Washington, formerly Blaine Air Force Station.

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, Washington (formerly Blaine Air Force Station). Said road runs North and South through the property and connects with Alderson County Road.

RESERVING ALSO TO the United States of America all oil, gas, and mineral rights, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

SUBJECT TO joint use operation to maintain and repair all of existing utility systems with other Grantees acquiring portions of the former Blaine Air Force Station.

SUBJECT TO the right of way for telephone pole line.

SUBJECT TO the right of a telephone company to attach its lines to existing utility poles.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipe lines and other easements of record.

C.C. 119

1401369

W.C. Park
SEP 28 4 07 PM '81
VOL 621 PAGE 119
CLERK OF THE COUNTY
WHATCOM COUNTY, WASH.
DEPUTY

QUITCLAIM DEED

21244

1401369

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Regional Director, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Whatcom County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 39.21 acres known as a portion of Blaine Air Force Station, located in Whatcom County, State of Washington, and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated June 24, 1980, as revised, submitted by the Grantee and accepted by the Grantor on June 25, 1980, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision

shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other

person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and, Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option,

which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 2nd day of Sept., 1981.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By *Daniel J. Tobin, Jr.*
Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON)
County of King) ss.

On this 2nd day of September, 1981, before me, the subscriber, personally appeared DANIEL J. TOBIN, JR., to me known and known to me to be the Regional Director, Pacific Northwest Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered, and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



A. Sidney Mallon
Notary Public in and for the
State of Washington

Residing at:
Winstow

LEGAL DESCRIPTION

Exhibit A, 1 of 3

Portion Blaine Air Force Station
 Whatcom County, WA
 GD-WASH-749X, D-WASH-749C

A 017
 That portion of the SW quarter NE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, more particularly described as follows:

Beginning at the center quarter corner of said Section 31; thence S 87°43'56" E 1325.53 feet to the SE corner of said SW quarter NE quarter; thence N 01°47'44" E 248.09 feet along the East line of said SW quarter NE quarter; thence N 88°09'41" W 1325.53 feet to the West line of said SW quarter NE quarter; thence along said West line S 01°48'32" W 238.16 feet to the point of beginning.

AND

The NW quarter SE quarter of said Section 31 except the following described tracts:

Beginning at the center quarter corner of Section 31; thence S 35°51'10" E 613.17 feet to the true point of beginning; thence S 87°46'01" E 425.10 feet; thence S 01°54'06" W 382.86 feet; thence N 87°46'11" W 161.12 feet; thence N 01°48'32" E 150.00 feet; thence N 87°46'11" W 263.36 feet; thence W 01°48'32" E 232.69 feet to the true point of beginning.

AND

Beginning at the center quarter corner of said Section 31; thence S 58°29'37" E 942.36 feet to the true point of beginning; thence S 87°39'19" E 150.14 feet; thence N 01°55'24" E 75.00 feet; thence N 87°39'19" W 150.17 feet; thence S 01°54'06" W 75.00 feet to the true point of beginning.

AND

Beginning at the center quarter corner of said Section 31; thence S 58°29'37" E 942.36 feet; thence S 01°54'06" W 170.00 feet to the true point of beginning; thence S 01°54'06" W 100.00 feet; thence S 87°39'19" E 150.04 feet; thence N 01°55'24" E 100.00 feet; thence N 87°39'19" W 150.07 feet to the true point of beginning.

AND

Beginning at the SW corner of said NW quarter SE quarter; thence S 87°46'11" E 622.59 feet along the South line thereof; thence W 01°48'32" E 275.99 feet; thence N 66°01'18" W 289.22 feet; thence N 87°46'11" W 354.75 feet; thence S 01°48'32" W 334.16 feet to the true point of beginning.

Together with improvements located thereon, except two fuel oil storage tanks located east of Building 800.

Together with the rights of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, (formerly Blaine Air Force Station.) Said road runs North and South through the property and connects with Alderson County Road.

Together with those waterlines, sewerlines, steamlines, oil lines, gaslines, electric lines, utility poles, electric transformers and any other utility lines as now located in, upon, over and under all that portion of the above described property; AND the right of the grantee to jointly use, operate, maintain and repair, with others, all such water, sewer, oil, steam, gas and electric lines, utility poles, electric transformers and any other utility lines or systems as now located in, upon, over, and under the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E., W.M., Whatcom County, WA, (formerly Blaine Air Force Station.)

RESERVING TO the United States of America and its assigns the right of ingress and egress over the existing access road which crosses the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40N, Range 1E., W.M., Whatcom County Washington (formerly Blaine Air Force Station.) Said road runs North and South through the property and connects with Alderson County Road.

SUBJECT TO the right of the Whatcom County Rural Library District to use, operate, maintain, and replace two oil storage tanks as now situated east of Building 800.

SUBJECT TO joint use, operation, maintenance and repair, with other grantees, of all existing utility lines and systems as now located in, upon, over, and under the SW quarter NE quarter and the NW quarter SE quarter of Section 31, Township 40 N, Range 1 E, W.M., Whatcom County, WA, (formerly Blaine Air Force Station.)

SUBJECT TO a right-of-way for buried cable and telephone company poles substantially as shown on the drawing attached hereto and made a part hereof.

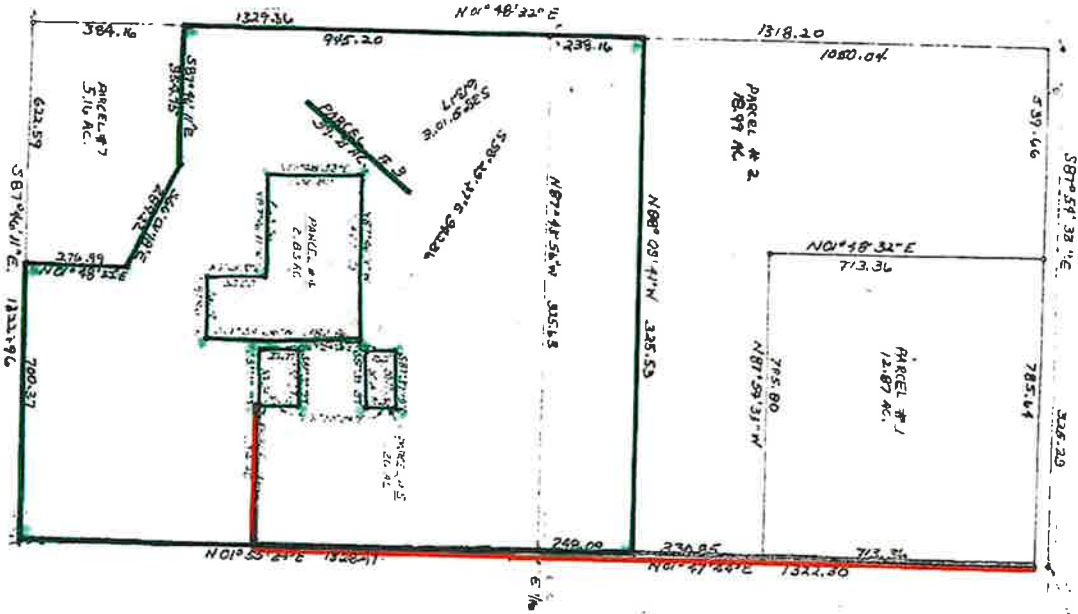
SUBJECT TO the right of the phone company to attach its lines to existing utility poles.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easement of record.

The grantee, by acceptance of this deed, covenants that it will take no action which will disrupt any utility service without first securing the permission of and advising other grantees acquiring portions of the former Blaine Air Force Station and being served by the aforementioned utility systems.

1401303

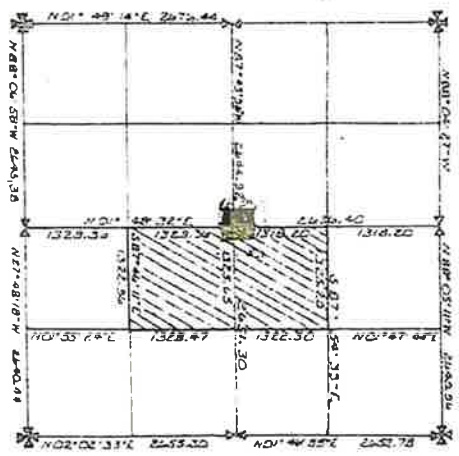
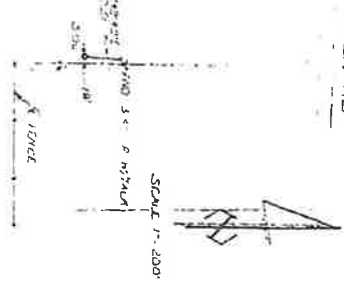
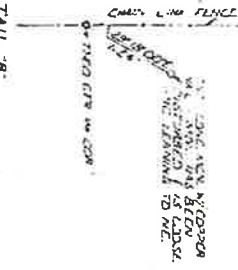
Exhibit A, 3 of 3



DETAIL 'B'

DETAIL 'A'

- Park Property
- Buried Cable and Telephone Pole
- Line Right-of-Way



NOTES

1. BASIS OF PLANNING: WALSH/NEV. STATE PLANE COORDINATE SYSTEM
 2. NORTH BEING N. S. CENTERLINE (SEE 31 AC)
 3. DMS EVINER 03/20/1962

SCALE 1" = 1000'

EXHIBIT "B"

Description of COUNTY Obligations

The COUNTY agrees to provide or perform the following obligations.

On the condition that the FOUNDATION satisfy its obligations in Exhibit "C", the COUNTY shall make available under the terms of this AGREEMENT, the buildings named and the surrounding area as a summer camp facility for the FOUNDATION.

The COUNTY may make improvements and assist the FOUNDATION when funds and time permit.

Buildings Number:

416 Recreational Hall

510, 514, 516, 518 Barracks

532 Administrative Building

534 Kitchen/Dining Hall

542 Shop

616 Hobby Shop

634 Base Exchange

636 Commissary

425 Gymnasium *Use of this building is in collaboration with the Blaine Birch Bay Park & Recreation District No. 2's use under a separate interlocal agreement between Whatcom County and the Park District.*

EXHIBIT "C"

Description of FOUNDATION Obligations

The FOUNDATION agrees to provide or perform the following services and obligations:

1. Use for park and recreation purposes: Use the buildings and land covered by this AGREEMENT is for the primary purpose of providing park and recreational services and facilities to the general public. Such recreational activities shall be limited to those which are reasonably within the financial and managerial capability of the FOUNDATION and in any event, shall be those activities that are in compliance with the general rules and policies of the COUNTY and the terms and conditions of the *Federal Lands to Parks Program* under which Whatcom County acquired the property (GSA Control no. WA 749 A, B, C) in 1980. The public may have use of the building(s) identified in this agreement for camps and other park purposes subject to and consistent with the rental fees, reservation and use requirements. Portions of the park that are not scheduled or reserved for camp purposes will remain open to the general public for walking, hiking, bicycling, informal sports activities and other similar park and recreation purposes. Unless a part of an approved activity or reservation, all public use is subject to the rules and hours of operation established by the Whatcom County Parks & Recreation Department.
2. Utilities: Pay all utility costs including electricity, water, sewer, gas, telephone, garbage, alarm monitoring and stormwater fees.
3. Maintenance and Repair: Maintain the facilities and grounds in a safe, clean, usable condition. Provide and pay all costs thereof, normal customary and reasonable maintenance and repair of all buildings and grounds used under this AGREEMENT.
4. Closure of Areas to the Public: Except during FOUNDATION camp sessions, the general grounds areas need to remain open to the public for park use. During camping sessions, the FOUNDATION may restrict public access, install temporary fencing, barricades and signs around the camp's activity area(s).
5. Inspection: The FOUNDATION shall allow the Director or his/her designee and/or the Secretary of the Interior's designated representative, National Park Service, at any and all reasonable times to inspect any facility operated under this AGREEMENT
6. Pay all costs of advertising of facilities and activities provided at the site by the FOUNDATION.

7. Provide and maintain the required insurance in the amount and term required for the duration of this AGREEMENT.

8. Charge fees: Submit to COUNTY for approval a schedule of fees and charges, if any, to be made for use of facilities, services, or activities to be operated on the premises. All revenues over and above expenses of operations and maintenance shall accrue to the benefit of the FOUNDATION.

9. Pay to the COUNTY a percentage of any moneys that are determined to be excess after operation needs are met (See Paragraph 2, Section II), on the following scale:

- a) When excess is under \$5,000 for the year, five percent (5%) of the excess.
- b) When excess is \$5,000 to \$10,000 for the year, ten percent (10%) of the excess.
- c) When excess is over \$10,000 for the year, twenty percent (20%) of the excess.

10. Improvements: Obtain prior written approval from the COUNTY for all major improvements. Unless agreed upon in writing, Improvements made under this AGREEMENT shall become property of the COUNTY.

11. Permits and licenses: Pay, obtain and maintain all necessary permits, licenses and inspections to operate FOUNDATION programs, facilities and services.

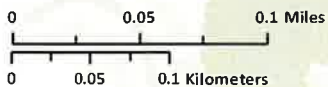
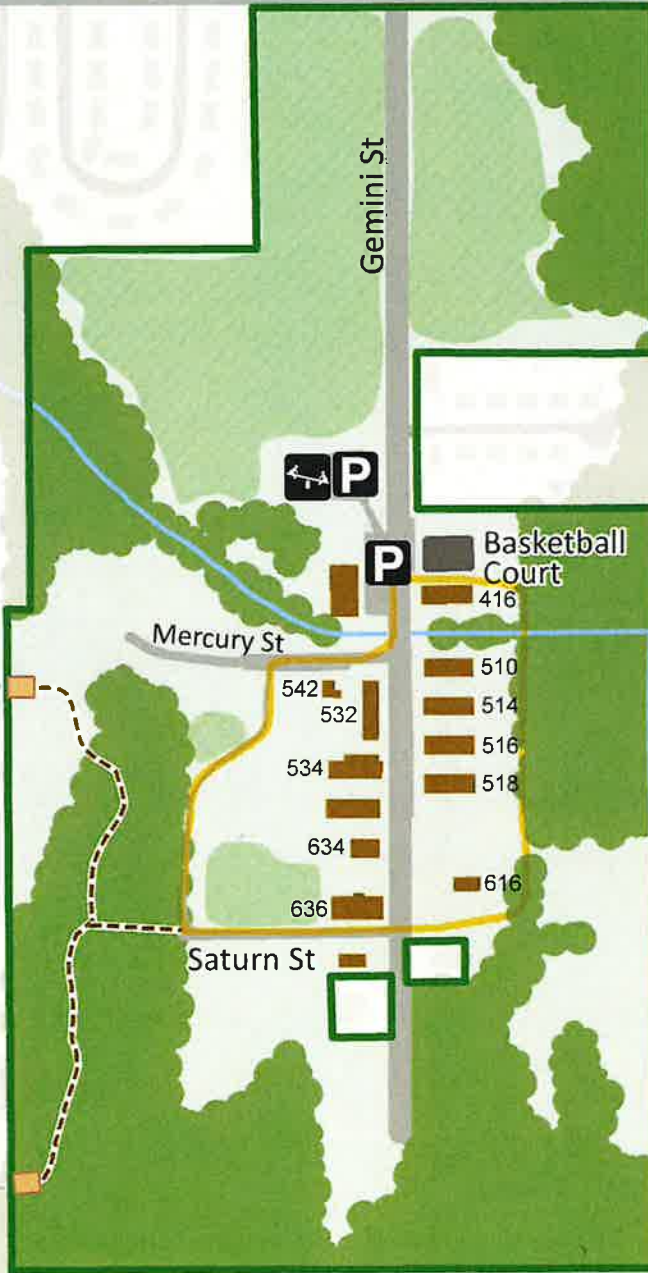
12. FOUNDATION shall keep the premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the FOUNDATION during the term of this AGREEMENT or any extension or renewal.

Bay Horizon Park

Whatcom County
Parks & Recreation

Alderson Rd

← To Birch Bay
0.5 miles



- Parking
- Playground
- Building
- Park Boundary

- Forest
- Field
- Bridge
- Trail - Hike/Bike
- River
- Road

Note to map users: Mobile maps approximate your location and may be inoperable at any time on any device. There are no warranties to accompany this material. Use at your own risk.



(360) 778-5850
WWW.WHATCOMCOUNTY.US/PARKS

EXHIBIT "E"

Attach Certificate of Insurance and Endorsements

Non Profit Insurance Program Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al. PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
INSURED Camp Horizon Foundation 7506 Gemini Street Blaine, WA 98230	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM INCLUDES STOP GAP				PER MEMBER AGGREGATE	\$10,000,000
				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding lease at Bay Horizon Park. Whatcom County its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Insured regarding this lease only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-000013-13	Endorsement Effective 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County

Regarding lease at Bay Horizon Park. Whatcom County its departments, elected and appointed officials, employees, agents and volunteers are named as Additional Insured regarding this lease only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement attached.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.