

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202508012

Originating Department:	Whatcom County Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	Blaine Birch Bay Park and Recreation District No. 2
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 checked="" 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): \$ <u>n/a</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ Summary of Scope:	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.
Interlocal agreement for use of the gymnasium and related recreation facilities at Bay Horizon Park by the Blaine Birch Bay Parks and Recreation District No. 2.	
Term of Contract: 35 years	Expiration Date: 12/31/2060

Contract Routing:	1. Prepared by: <u>B. Knox</u>	Date: <u>6/25/2025</u>
	2. Attorney signoff: <u>B. Waldron (via e-mail)</u>	Date: <u>6/26/2025</u>
	3. AS Finance reviewed: <u>A. Tan (via e-mail)</u>	Date: <u>7/10/2025</u>
	4. IT reviewed (if IT related): <u>n/a</u>	Date: _____
	5. Contractor signed: _____ <u>8/14/2025</u>	Date: _____
	6. Executive contract review: <u>JL</u>	Date: <u>8/13/2025</u>
	7. Council approved, if necessary: <u>AB2025-530</u>	Date: <u>07/22/2025</u>
	8. Executive signed: _____ <u>8/18/2025</u>	Date: _____
	9. Original to Council: _____	Date: _____


WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500



Bennett Knox, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bennett Knox, Director 

RE: Interlocal Agreement between Whatcom County and Blaine Birch Bay Park & Recreation District #2

DATE: July 10, 2025

Enclosed is an Interlocal Agreement and associated Contract Information Sheet with the Blaine. Please review the agreement and sign (via DocuSign) and return to my office.

Background and Purpose

Bay Horizon Park (7467 Gemini Street, Blaine) just east of Birch Bay was established in 1981 on the site of the former Blaine Air Force Station. Whatcom County acquired the property through the Federal Lands to Parks program administered by the National Park Service with the stipulation that the premises be used exclusively for public park and recreation purposes.

In 2010, Whatcom County first entered into an Interlocal agreement with the Northwest Park & Recreation District #2 (later the Blaine Birch Bay Park and Recreation District #2) for their use of Bay Horizon Park facilities for the provision of recreation programming. A subsequent Interlocal was entered into in 2020.

Attached is a new agreement to cover use of the gymnasium, park playground, and pickleball courts. In order to support the Blaine Birch Bay Park and Recreation Districts ability to demonstrate tenure sufficient to secure grant funding for potential future park improvements, the attached agreement provides for a 35-year term.

Funding Amount and Source

No rent payment is associated with this agreement. As part of the agreement the District may collect reasonable fees and charges related to its recreational programming cost. The District assumes all operation, maintenance, repair, and improvement responsibility as well as liability for the facilities covered by the agreement.

Differences from Previous Contract

This is a new contract.

Please contact me, at extension 5855, if you have any questions or concerns regarding the terms of this agreement.

Encl.

INTERLOCAL AGREEMENT FOR OPERATION OF GYMNASIUM AND PLAYGROUND AT BAY HORIZON PARK

WHATCOM COUNTY, through its **PARKS & RECREATION DEPARTMENT**, hereinafter referred to as "**The County**" whose principal office is located at 3373 Mount Baker Highway, Bellingham, Washington 98226, and **THE BLAINE BIRCH BAY PARK & RECREATION DISTRICT No. 2**, hereinafter referred to as "**The District**," whose local address is 7511 Gemini Street, Blaine, Washington 98230, hereby enter into an agreement as authorized per RCW 39.34, for the operation and maintenance of the gymnasium and playground at Bay Horizon Park, 7467 Gemini Street, Blaine, Washington 98230, for the **sole purpose** of providing park and recreation activities to the public. This agreement is subject to all terms and conditions of the *Federal Lands to Parks Program* as identified in the original instrument of conveyance to Whatcom County. [Attached as Exhibit "A"]

IT IS MUTUALLY AGREED as follows:

COUNTY RESPONSIBILITIES

The County shall make available to the District the gymnasium, playground, and pickleball courts at Bay Horizon Park under such conditions as are hereinafter set forth.

The County shall allow the District to collect reasonable fees and charges related to its recreational programming costs. The County shall annually review and approve the District's Fee Policy for Park and Recreation Programs and Services. County Approval shall not be unreasonably withheld.

DISTRICT RESPONSIBILITIES

The District shall pay for all costs and provide all labor associated with the operation, maintenance, repair and improvement of the gymnasium, playground, and pickleball courts, including 1) performing and documenting weekly playground inspections, and 2) undertaking project planning, design, engineering, permitting, and construction. All improvements must be approved in advance by the County.

The District shall work with the Camp Horizon Foundation in developing and executing a scheduling agreement for the gymnasium to accommodate Camp Horizon's needs.

Assume all responsibility and liability for the gymnasium, playground, and pickleball courts.

Protect, defend, save and hold harmless Whatcom County, its authorized agents, elected officials, employees and volunteers, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the operation of the gymnasium and playground by the District.

Designate, and report to the Parks Director the name of an individual(s) who shall act as a qualified coordinator of all District activities at Bay Horizon Park. This individual shall be the person with whom the Parks staff will work on day-to-day matters of operation and maintenance of the gymnasium and playground. Report any accidents that occur to the Whatcom County Parks & Recreation Department Office within 24-hours.

Not interfere with normal, customary use of Bay Horizon Park by the visiting public and Camp Horizon Foundation, it's participants or activities.

Outdoor, non-reservable recreation spaces covered by this agreement shall be open to the general public during normal park hours from sunrise to sunset. The District may establish standard park hours for reservable spaces and facilities, including the gymnasium, in accordance with their operational and staffing capacity.

District will maintain the gymnasium and immediate area in a neat, clean, safe and sanitary manner at all times.

District agrees to not discriminate on the basis of race, religion, color, national origin, age, residence, handicap, sex, or gender identity in keeping with federal anti-discrimination and civil rights laws, and make its programs and activities available to the general public. District will provide to the County an annual report on its activities, attendees and use of Bay Horizon Park.

District agrees 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.

Should the District apply for and receive a grant through the Washington State Recreation and Conservation Office, the District shall allow the Recreation and Conservation Office or their designee the right of entry to inspect without notice. Furthermore, the District agrees to incorporate comply with the Recreation and Conservation Offices requirements regarding funding acknowledgement signage.

Inspection of Agreement Areas: District shall allow the County Park Director representing the County, or their designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement

No liens or encumbrances: District shall keep the premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by District during the term of this Agreement or any extension or renewal thereof.

TERM

The term of this Agreement shall commence on July 1, 2025 and expires December 31st, 2060. Provided, it may be amended or terminated at any time by mutual written agreement of both parties.

FEES

The District shall pay all fees, utilities and assessments related to its use of facilities at Bay Horizon Park, including any lease hold tax should it be required.

SUBLETTING

No subletting is permitted: District 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 underlet shall be grounds for termination of Agreement by the County or possible reversion by the USA. Nothing in this section prohibits the District from entering into use agreements with third parties consistent with the terms of this agreement.

RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor/department relationship will be created by this Agreement. No agent, employee, servant, or representative of the District shall be deemed to be an employee, agent, servant or representative of the Parks & Recreation Department or Whatcom County for any purpose. Employees of the District are not entitled to any of the benefits that Whatcom County provides for its employees. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, elected officials, servants, subcontractors or otherwise during the performance of this Agreement. In the performance of the services herein contemplated, the District is an independent contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the Parks & Recreation Department and shall be subject to the Parks & Recreation Department's general rights, inspection and review to secure the satisfactory completion thereof.

INSURANCE

The District 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 District, its agents, representatives, subcontractors, volunteers 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. The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, authorized by State of WA Chapter 48.62 RCW. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the District without regard to this Agreement, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

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

District 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 District owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

All insurance policies shall provide coverage on an occurrence basis.

Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on District’s and District’s subcontractors’ insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the District and subcontractor(s), whichever is greater. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an “additional insured” under the liability coverage provided by the joint self-insurance program.

Primary and Non-contributory Insurance. District 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 District's insurance.

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 District to enter into a pre-loss agreement to waive subrogation without an endorsement, then District 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 District enter into such a waiver of subrogation on a pre-loss basis.

Review of and Revision of Policy Provisions. Upon request, the District 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.

Verification of Coverage/Certificates and Endorsements. The District 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 agreement. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "B". If Exhibit B is not attached, the District must submit the certificate and endorsements required in this Agreement to the County prior to the commencement of any work or activity on the County Property. 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 Agreement, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County Property, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

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. District shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

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 District to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

Payment Conditioned on Insurance and Failure to Maintain Insurance. Use of the County Property by the District is expressly conditioned upon the District's compliance with all insurance requirements. Failure on the part of the District to maintain the insurance as required shall constitute a material breach of contract. Use of the County Property by the District may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the District to correct the breach, immediately terminate the Agreement or, at its discretion.

Workers' Compensation. The District shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Districts' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Failure of the District to take out and/or maintain required insurance shall not relieve the District 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 District 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 District's insurance requirements under this Contract.

Availability of District's Limits. If the District 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 District, irrespective of whether such limits maintained by the District 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 District.

Insurance for Subcontractors. If the District subcontracts (if permitted in the agreement) any portion of this Agreement, the District 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 District in this Agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

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

INDEMNIFICATION BY DISTRICT

To the fullest extent permitted by law, the District 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 District, its employees, agents or volunteers or District'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 District's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification shall be effective regardless of whether or not District's act or omission caused, in whole or in part, the claims, damages, losses or expenses. This indemnification obligation of the District shall not apply in the limited circumstance where if the claims, damages, losses or expenses are caused by the sole negligence of the County. This indemnification obligation of the District 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 District hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the District are a material inducement to County to enter into this Agreement, are reflected in the District's use of County Property, and have been mutually negotiated by the parties.

Provider's initials acknowledging indemnity terms: _____

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 District's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The District agrees all District's indemnity obligations shall survive the completion, expiration or termination of this Agreement

NON-WAIVER OF BREACH

The failure of the Parks & Recreation Department to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instance 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 remain in full force and effect.

EXTENT OF AGREEMENT

The Agreement contains all the 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.

MODIFICATION

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

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. Furthermore, any cause of action arising out of this Agreement shall be filed in the Superior Court of Whatcom County.

SEVERABILITY

It is understood and agreed by the parties hereto that if any part of this Agreement is determined to be 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 herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provision.

Acknowledgement

This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the County, dated September 2, 1981 and recorded at Whatcom County Auditor File Number 1401369, Vol 621, Page_119, and the current Program of Utilization which governs the use of the 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. District owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA

DATED this _____ day of _____, 20____.

8/18/2025

Executed as of the date first written above

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

FOR WHATCOM COUNTY

DocuSigned by:

1192C7C18B664E3... 8/18/2025

Satpal Sidhu, County Executive

**WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT**

Signed by:

781B303DE2E3457... 8/18/2025

Bennett Knox, Director


APPROVED AS TO FORM:

Signed by:

11C468D76C884F0... 8/13/2025

Deputy Prosecuting Attorney

FOR BLAINE BIRCH BAY PARK & RECREATION DISTRICT No. 2

Signed by:

BC809E9CF4FE4D2...
Printed Name: Sheli Moore
Title: Chair of the Board of Commissioners

1401369

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

1401369

W.C. Park
 SEP 28 4 07 PM '01
 VOL 621 - 119
 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.

1-101363

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

1401367

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,

1401369

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.

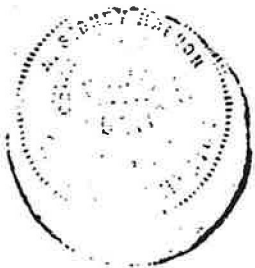
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 2nd day of Sept., 1981.

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.



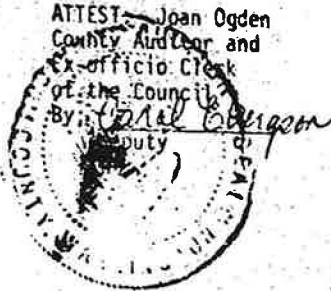
A. Sidney Mallon
Notary Public in and for the
State of Washington
Residing at:
Winslow

1401369

Pursuant to the authority of a resolution dated June 19, 1980, 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 John Louws
John Louws, County Executive



By William J. Dittrich
William J. Dittrich, Chairman
Park and Recreation Board

By Roger A. Despain
Roger A. Despain, Director
Park and Recreation Board

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 15 day of September, 1981, before me, the undersigned officers, personally appeared WILLIAM J. DITTRICH AND ROGER A. DESPAIN, to me known and known to me to be the same persons whose names are subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that they, WILLIAM J. DITTRICH AND ROGER A. DESPAIN, are the Chairman and Director, respectively of the Whatcom County Park and Recreation Board, and that they signed their names thereto and acknowledged that they 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: Bellingham

1401363

LEGAL DESCRIPTION

Exhibit A, 1 of 3

Portion Blaine Air Force Station
Whatcom County, WA

GD-WASH-749X, D-WASH-749C

A 219

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 1325.63 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 N 01°48'32" E 232.89 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 N 01°48'32" E 276.99 feet; thence N 66°01'18" W 289.22 feet; thence W 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, 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.)

1401369

Exhibit A, 2 of 3

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.)

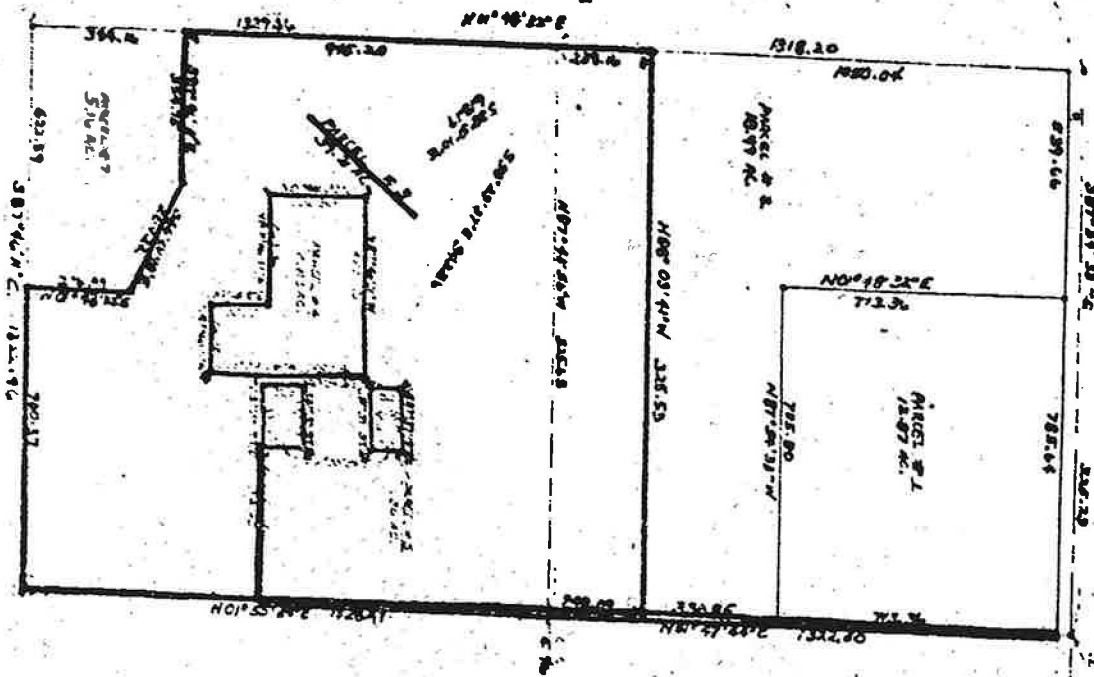
SUBJECT TO a right-of-way for buried cable and telephone company poles substantially as shown on the drawing attached hereto and made a part hereof.

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

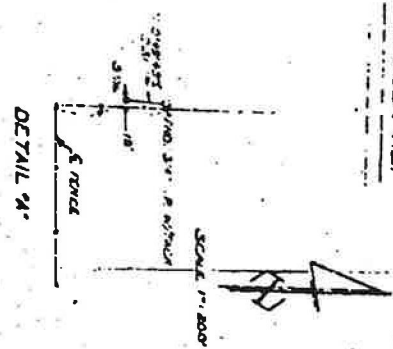
SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines and other easement of record.

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.

522 OCT 1975



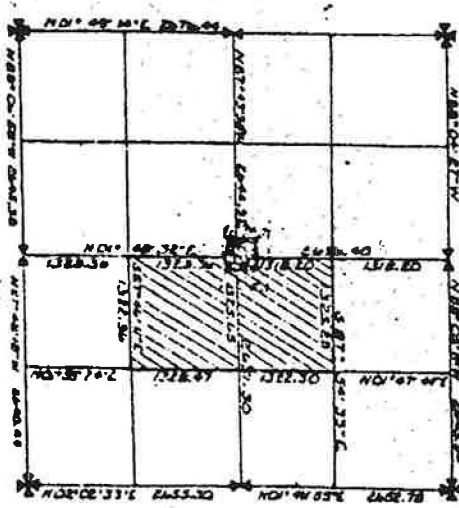
ALDERSON RD.



DETAIL -A-



DETAIL "B"



RECEIVED BY THE NEW YORK STATE DEPT. OF CORRECTIONS

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

NOTES:
ALL OF BURNING. MEASUREMENTS ARE COORDINATE SYSTEM.
NORTH 23.06 N-S CENTRUM SEC 31 NO
WAS EXCHANGES SURFACE

1. Park Property
Injured Cable and Telephone Pole
Line Right-of-Way

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

1459.83

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


110781

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

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.

By 
Regional Director
Pacific Northwest Region
National Park Service

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,

NOTARY PUBLIC
OCT. 13. 1914
STATE OF WASHINGTON


Bienbridge Island

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

or the purposes and uses therein.

May Lane Jones
Notary Public in and for the State
of Washington

Residing at:



103 W. 2nd St. Nooka Lulu
9F27

1460783

Exhibit "A," 1 of 2

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.

1490.53

Exhibit "A" 2 of 2

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.

