



2150600500

Page: 1 of 19

6/03/2015 2:12 PM

D/RC EASE \$162.00

Whatcom County, WA

Request of: BROWNLIE EVANS WOLF

Upon recording, please return to:

Brownlie Evans Wolf & Lee, LLP
230 Champion Street
Bellingham, Washington 98225



DOCUMENT TITLE:	EASEMENT IN GROSS AND COVENANT
GRANTOR:	BELLIS FAIR MALL, LLC, a Delaware limited liability company
GRANTEE:	WHATCOM TRANSPORTATION AUTHORITY, a Washington Public Transportation Benefit Area
ABBREVIATED LEGAL DESCRIPTION:	T38, R2E, Sec. 13; Lot 6 Corrected Bellis Fair Mall Short Plat (see complete legal description on p. 2)
ASSESSOR'S TAX PARCEL NUMBER:	380213 523459 0000
REFERENCE NUMBER OF RELATED DOCUMENT:	NA

EASEMENT IN GROSS AND COVENANT

THIS EASEMENT IN GROSS AND COVENANT (this "**Easement**") is made this 1st day of June, 2015, by BELLIS FAIR MALL, LLC, a Delaware limited liability company ("**Bellis**"), and WHATCOM TRANSPORTATION

EASEMENT IN GROSS AND COVENANT

AUTHORITY, a Washington Public Transportation Benefit Area ("**WTA**"). This Easement is made pursuant to the following agreed facts:

A. Pursuant to a Certificate of Conversion from a Partnership to a Limited Liability Company, recorded under Whatcom County Auditor's File No. 2100200385 which is attached as Exhibit A-1, Bellis owns that certain property in the City of Bellingham, Whatcom County, Washington, legally described as follows:

LOT 6, BELLIS FAIR MALL SHORT PLAT AS RECORDED IN VOLUME 16 OF SHORT PLATS, PAGES 80 THROUGH 83, AND CORRECTED IN VOLUME 17 OF SHORT PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY, WASHINGTON.

hereinafter, the "**Property**"). The Property is a portion of that certain regional enclosed shopping mall known as Bellis Fair Mall located in Bellingham, Washington (the "**Shopping Center**").

B. WTA is a Public Transportation Benefit Area formed under the authority of RCW 36.57A. Under RCW 36.57A.080, WTA has the authority to, inter alia, contract with private parties for the use of lands, and to create interest in lands and rights-of-way for the purpose of constructing and operating any facility.

C. The parties confirm that access to the Property for the purpose of public transportation is beneficial to the public.

D. The WTA currently operates certain bus stops at the Shopping Center in connection with its public transportation services, and desires to re-route the WTA's bus

EASEMENT IN GROSS AND COVENANT

circulation paths, relocate the existing bus stops, and construct certain improvements, including, without limitation, new bus shelters, as more particularly described herein.

E. WTA desires to confirm its rights of ingress and egress onto the Property for public transportation services, and its right to use certain locations on the Property for bus stops, on the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement in Gross and Covenant

Subject to the terms and conditions contained herein, Bellis does hereby grant an easement in gross to WTA:

- a) in and to the area depicted on Exhibit A attached hereto and made a part hereof (the “**Bus Shelter Easement Area**”) for the purposes of constructing, operating and maintaining the Bus Shelter Improvements (as hereinafter defined) (the “**Bus Shelter Easement**”);
- b) for ingress and egress by para-transit buses, fixed-route buses and associated vehicles on the Property for the purpose of public bus transportation (“**Access Easement**”), in common with all occupants and tenants of the Shopping Center, and others entitled to the use of the same, over and across the roadways in the Shopping Center as the same may, from time to time, be relocated, reconfigured, changed or modified (which may include,

EASEMENT IN GROSS AND COVENANT

without limitation, the removal of portions of such roadways provided that Grantee's ingress and egress is not materially impaired), all at the sole discretion of Grantor; and

- c) in the areas identified on Exhibit B attached hereto and made a part hereof (the "**Construction Easement Areas**") for the purpose of staging and constructing the Improvements (as hereinafter defined) (the "**Construction Easement**").

- 2. Improvements to be constructed by WTA. WTA, at its sole cost and expense, shall construct:

- a. Six (6) glass-enclosed bus shelters, containing approximately 318 square feet, to be located in the Bus Shelter Easement Area (the "**Bus Shelter Improvements**"), which Bus Shelter Improvements are more particularly depicted on Exhibit A; and
- b. those certain parking and circulation improvements depicted on Exhibit A (the "**Parking and Circulation Improvements**").

- 3. Construction and Maintenance of Improvements.

- a. The Bus Shelter Improvements and the Parking and Circulation Improvements (collectively, the "**Improvements**") shall be constructed by WTA, at its sole cost and expense, in a good and workmanlike manner in accordance with the construction schedule attached hereto and made a part

EASEMENT IN GROSS AND COVENANT

hereof as Exhibit C. WTA will construct the Improvements: (i) in accordance and in compliance with all applicable state, local and federal laws, statues, rules, rulings, regulations, codes, orders, ordinances or otherwise (collectively, the "**Laws**"), including, without limitation, the Americans With Disabilities Act, and (ii) in such a manner as to (a) not unreasonably interfere with the vehicular and pedestrian access (or any particular point of vehicular or pedestrian access) to the Shopping Center, (b) minimize interference with the customers, tenants and other occupants of the Shopping Center and their respective rights of quiet enjoyment, (c) minimize the number of unusable parking spaces during the term hereof, (d) not create a public nuisance or safety hazard, (e) not release any hazardous materials on or about the Shopping Center, and (f) not cause any mechanic's liens or other liens or encumbrances to be recorded against the Shopping Center. WTA shall promptly repair any and all damage to the Shopping Center caused by the construction of the Improvements. WTA shall coordinate the schedule for construction of the Improvements with the on-site general manager of the Shopping Center. WTA shall erect and construct a construction fence at least six feet (6') in height, surrounding the Improvements so being constructed. Such construction fence shall be kept in place, in good condition and repair, until the Improvements so being

EASEMENT IN GROSS AND COVENANT

constructed are safe and otherwise secure from unauthorized intrusion. At all times during construction work performed by WTA, WTA shall provide, at its sole cost and expense, at each affected intersection traffic control personnel who will provide traffic control assistance to vehicles and pedestrian in the affected construction area to reasonably minimize any interruption of vehicular and pedestrian ingress and egress for all tenants in the Shopping Center affected by such work. The permitted hours for construction are subject to local laws, codes and ordinances.

- b. WTA shall work with Bellis to develop final design plans and architecture for all Improvements that are compatible with the Shopping Center. WTA shall not proceed with construction of the Improvements until Bellis has approved final plans and specifications for the same. Any material changes to the Improvements shall require Bellis' prior written consent which consent, which may be granted or withheld in Bellis' reasonable discretion.
- c. WTA shall, during the term of this Easement, maintain the Bus Shelter Improvements including, without limitation, the signage therein and thereon, in good order, condition and repair, free of all waste, debris and graffiti. Subject to subsection (b) above, the Improvements shall be replaced or refurbished as needed so that the same remain in a safe and presentable condition.

EASEMENT IN GROSS AND COVENANT

- d. Prior to performing any construction, repairs or maintenance as permitted or required by this Easement, WTA shall: (i) seek and obtain, at WTA's sole expense, the necessary permits and authorizations required for the Improvements, and (ii) give the general manager of the Shopping Center reasonable notice (except in the case of an emergency and then such notice as may be feasible under the circumstances), and cause the Improvements to be constructed with diligence and completed in a timely manner. Except in the case of an emergency, WTA shall not engage in any construction, maintenance or repairs during the period of October 31 through January 15 of the immediately following year.
4. Information Displays. The Bus Shelter Improvements shall include WTA's logo, route maps and general transit information. In addition, WTA will remove any existing bus schedule information display case(s) and bus location signage located at the exterior of the Shopping Center. WTA shall repair any damage associated with such removal. Any advertising or other signage within the Bus Shelter Easement Area installed or permitted by WTA that is not directly related to public transportation shall require Bellis' prior written consent, which may be granted or denied in its sole discretion. This restriction shall not apply to any advertising on any WTA fixed route or para-transit bus.

EASEMENT IN GROSS AND COVENANT

5. Term and Surrender. Unless terminated earlier in accordance with the terms hereof, the Construction Easement shall commence as of the date hereof and terminate upon the earlier of: (i) the completion of the Improvements, or (ii) October 31, 2015 (the "**Outside Date**"), provided that the Outside Date may be extended by one day for each day that completion of the Improvements is delayed for reasons beyond the reasonable control of WTA (excluding lack of funds). Bellis shall have the right to terminate this Easement and any or all easements granted herein, (a) at any time if WTA ceases to use the Bus Shelter Improvements in connection with the provision of public bus transportation services to the Shopping Center if such cessation lasts for six (6) months or more, (b) if WTA shall default under any of WTA's obligations set forth in this Easement and such default shall remain uncured within thirty (30) days after WTA's receipt of written notice of the same, or (c) upon sixty (60) days' prior notice to WTA, if the Shopping Center is no longer substantially used as a regional enclosed shopping mall. If so terminated, WTA shall remove the Bus Shelter Improvements and repair any damage occasioned by such removal. Any property not removed on the Termination Date may be deemed by Bellis to be abandoned and may be retained by Bellis or removed and disposed of at WTA's expense.
6. Electrical and Landscaping. As part of the Construction Easement hereunder, the WTA will provide, at WTA's cost and expense, electrical service to the Bus Shelter

EASEMENT IN GROSS AND COVENANT

Easement Area. Bellis agrees to be responsible for the cost of all electricity consumed in connection with the Bus Shelter Easement Area up to a maximum of \$4,800 per year (pro-rated for partial calendar years); and WTA shall be responsible for any amounts in excess of said amount. WTA shall pay for the design, installation and planting of any landscaping in the Bus Shelter Easement, and Bellis shall pay for maintenance of such landscaping.

7. Performance of Obligations. Should WTA fail to perform its obligations as provided in this Easement, Bellis may notify WTA that repair, maintenance or replacement should be performed and, if no action is taken by WTA within forty-five (45) days of such notice (unless the nature of such default is such that WTA cannot cure the same within forty-five (45) days for any reason other than the unavailability of funds, then such additional period of time as may be necessary to cure the default provided that WTA commences to cure the default within such forty-five (45) day period and proceeds diligently thereafter to cure the default), Bellis shall have, in addition to all other rights and remedies at law or in equity and the rights otherwise set forth herein, the right to perform such obligations and receive reimbursement from WTA in which event WTA shall reimburse Bellis within forty-five (45) days after written demand and reasonable evidence of the cost and expense of such performance.

8. Indemnification

EASEMENT IN GROSS AND COVENANT

- a. WTA's Indemnity. WTA agrees to defend, protect, indemnify and hold harmless Bellis, its members and their partners and their employees, agents and contractors with respect to any and all liabilities, claims, actions, suits, injunctions, costs, expenses (including reasonable attorneys' and other professionals' fees), liens (including mechanic's liens) and other legal and equitable proceedings, including, without limitation, those related to death, bodily injury or property damage (including, without limitation, damage to the Shopping Center), resulting from or arising from; (i) the construction of the Improvements, (ii) WTA's or WTA's agents, employees or contractors presence and operation on the Shopping Center, (iii) any mechanic's liens arising out of the construction of the Improvements, or (iv) a default by WTA under this Easement. Accordingly, to this limited extent, WTA waives any exclusivity protection provided by the Washington State Industrial Insurance Act, RCW Chapter 51. Notwithstanding anything in the preceding sentence to the contrary, this indemnification shall not be applicable with respect to matters resulting from the negligence or willful acts of Bellis, its members and their partners and their agents, employees, tenants, or contractors. With respect to claims arising during the term hereof, and regardless of when the claim is actually filed, this indemnification shall survive the termination of this Easement.

EASEMENT IN GROSS AND COVENANT

- b. Bellis' Indemnity. Bellis agrees to defend, protect, indemnify and hold harmless WTA and WTA's employees, agents and contractors, with respect to any and all liabilities, claims, action, suits, injunctions, costs, expenses (including reasonable attorneys' and other professionals' fees), liens (including any mechanic's liens) and other legal and equitable proceedings, including, without limitation, those related to death, bodily injury or property damage resulting from or arising out of (i) Bellis' use, ownership, operation, and construction of the Shopping Mall, (ii) the actions of any of its tenants in the Shopping Center, and (iii) a default by Bellis under this Easement. Accordingly, to this limited extent, Bellis waives any exclusivity protection provided by the Washington State Industrial Insurance Act, RCW Chapter 51. Notwithstanding anything in the preceding sentence to the contrary, this indemnification shall not be applicable with respect to matters resulting from the negligence or willful acts or omissions of WTA, its agents, employees or contractors. With respect to claims arising during the term hereof, and regardless of when the claim is actually filed, this indemnification shall survive the expiration or earlier termination of this Easement.
9. Insurance. WTA shall procure and maintain during the term hereof, at its sole cost and expense, insurance in the types and amounts and in accordance with Exhibit D

EASEMENT IN GROSS AND COVENANT

attached hereto and made a part hereof, with, after the first year of the term hereof, such increased limits and coverages as Bellis shall, from time to time, reasonably require.

10. Miscellaneous.

- a. Assignment. This Easement shall not be assigned by WTA without Bellis' prior written consent, in its sole discretion. This Easement shall be binding upon and benefit the parties hereto and their permitted successors and assigns.
- b. Independent Contractors. Nothing contained in this Easement shall be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or obligations of the other.
- c. No Third Party Beneficiaries. The rights, privileges and immunities contained within this Easement shall not inure to the benefit of any third party, nor shall any party be deemed a third party beneficiary of this Easement.
- d. No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Shopping Center to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement will be strictly limited to and for the purposes expressed.

EASEMENT IN GROSS AND COVENANT

- e. Notices. Any notice required or permitted by this Easement shall be sufficient if in writing and either delivered personally or by nationally recognized overnight courier or by certified mail return receipt requested addressed to the parties as follows:

If to Bellis: Bellis Fair Mall, LLC
 c/o General Growth Properties, Inc.
 110 North Wacker Drive
 Chicago, Illinois 60606
 Attention: Chief Legal Officer

If to WTA: Whatcom Transportation Authority
 4111 Bakerview Spur
 Bellingham, WA 98226
 Attention: Director of Fleet and Facilities

Any notice given by mail shall be deemed to have been given as of the second business day following the date of posting; any notice given by courier shall be deemed to have been given as of the first business day following the date of delivery to such courier. Either party may change its

EASEMENT IN GROSS AND COVENANT

address for notices (to other than a post office box) by giving the other party not less than ten (10) days' prior notice.

- f. Interpretation. The captions of the paragraphs and subparagraphs of this Easement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation or condition. The language in all parts of this Easement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of this Easement by either party hereto.
- g. Attorneys' Fees. In the event either party shall file any action or bring any proceeding against the other arising out of this Easement, or is made a party to any action or proceeding brought by a third party arising out of this Easement, then as between Bellis and WTA, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party whom is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in

EASEMENT IN GROSS AND COVENANT

calculating the amount of a judgment for purposes of determining whether a party is entitled attorneys' fees.

- h. Estoppel Certificates. Within thirty (30) days of request by either party hereto, the other party shall deliver a certificate stating: (i) that this Easement is in full force and effect and that there are no amendments thereto (or if there are any such amendments, describing the same), (ii) that there are no defaults or events or conditions which, with the giving of notice or lapse of time, or both, would constitute a default under this Easement (such statement by a party with respect to default by the non-certifying party may be limited to the certifying party's knowledge), and (iii) such other information as the requesting party may reasonably request. At the request of Bellis, any certificate issued by WTA hereunder shall run to Bellis, and its lender and/or any proposed lender or purchaser.
- i. Run with the Land. This Easement shall be binding upon all parties having or acquiring any right, title, or interest in any portion or all of the Shopping Center and shall run with the Shopping Center, which shall be held, sold and conveyed subject thereto.
- j. Counterparts. This Easement may be executed in one or more counterparts, and shall be deemed to have been duly executed and delivered when a counterpart hereof is executed by each of the parties hereto and delivered to

EASEMENT IN GROSS AND COVENANT

the other party. The executed counterparts, taken together, shall each constitute one and the same instrument and shall each be deemed an original.

- k. Termination of Covenant Liability. Whenever all or substantially all of the Shopping Center is sold or otherwise transferred, the transferor shall have no liability or responsibility under this Easement for any obligations accruing from and after the date of such sale or transfer.
- l. Entire Agreement. This Easement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all agreements and contracts, whether oral or written, between the parties hereto made prior to the date hereof.
- m. Recording. This Easement may be recorded by either party.
- n. Severability. Should any provision of this Easement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.
- o. Venue. Any action to interpret or enforce this Easement shall be commenced in the Superior Court of Washington, Whatcom County.

(remainder of page intentionally left blank; signatures begin on next page)

EASEMENT IN GROSS AND COVENANT

IN WITNESS WHEREOF, this Easement is executed effective as of the date first above written.

BELLIS FAIR MALL, LLC, a Delaware
limited liability company

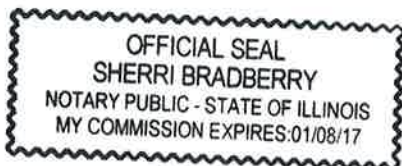
By:

Authorized Signatory

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 1st day of June, 2015, before me, the undersigned, a Notary Public in and for the state of Illinois, duly commissioned and sworn, personally appeared Marvin Levine, to me known to be the Authorized Signatory of Bellis Fair Mall, LLC, a Delaware limited liability company, that executed the foregoing limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Sherri Bradberry
Printed Name: Sherri Bradberry
Notary Public in and for the state of
Illinois
My commission expires: 1/18/2017

21. Agreement, including the terms, covenants, and conditions thereof, entered into by and between;

And: FREDA L. WINEBERGER
THE CITY OF BELLINGHAM
Dated: January 11, 1980
Recorded: February 22, 1980
Recording No.: 1350378
Records of: Whatcom County, Washington
Providing: Intention to create an L.I.D. and to
levy assessments for the installation of
traffic signals and related signaliza-
tion equipment
Affects: Parcel J

22. Easement including the terms, covenants and provisions thereof, as granted by instrument

Recorded: May 4, 1984
Recording No.: 1478770
Records of: Whatcom County, Washington
In favor of: THE CITY OF BELLINGHAM
Affects: A 30 foot strip over and across Parcel
J herein.

23. Conditions disclosed by a Survey of said premises;

Recorded: May 2, 1985
In: Book 1 of Surveys, page 16
Recording No.: 1505849
Records of: Whatcom County, Washington
Prepared by: RAYMOND D. WEDEN AND ASSOCIATES
Job No.: 85002

This survey reflects the legal descriptions contained in Schedule "A" of this report, shown as Parcels A through J, inclusive.

In addition thereto, said survey reflects the following matters:

(1) A gap 120.905 feet long between the South line of Parcel "B" herein and State Highway Right-of-Way, as conveyed by deed recorded in Volume 424 of Deeds, page 194, under Auditor's File No. 835929.

. . . END OF EXHIBIT "A" . . .

MATTHEW J. COYLE
Acting Director



1526443

STATE OF WASHINGTON
DEPARTMENT OF REVENUE

2500 Elm Street, Suite C, P.O. Box 1176 • Bellingham, Washington 98227 • (206) 676-2114

AFFIDAVIT

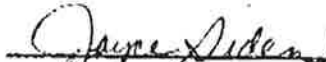
I, Laura D. Meibergs, Revenue Officer, of the State of Washington, Department of Revenue, Bellingham Office, hereby certify that on January 8, 1986, a sum of \$16,589.00 (sixteen thousand five hundred eighty nine dollars and no cents) was received from Whatcom Land Title for the purpose of paying a tax on conveyance of real estate properties between David R. Syre, Kay E. Syre and Thomas W. Crowley, and The Trillium Corporation (seller) and Bellis Pair Limited Partnership (buyer).

The receipt of this money is evident on invoice number 31070 dated January 8, 1986, which is attached, with this affidavit, to said deeds for purpose of indicating that the conveyance tax was paid in full on the property pursuant to RCW 82.20.

Dated this 8th day of January, 1986.


Revenue Officer

Subscribed and sworn before me this 8th day of January 1986.


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





**First American Title
INSURANCE COMPANY**

This Space Reserved For Recorder's Use:

Filed for Record at Request of
First American Title Company
AFTER RECORDING MAIL TO:

Name BELLIS FAIR LIMITED PARTNERSHIP
Address 15821 VENTURA BLVD., SUITE 525
City, State, Zip ENCINO, CA 91436
11748/34066
JV

Statutory Warranty Deed

THE GRANTOR LESTER L. STURTZ and MATTIE F. STURTZ, husband and wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to BELLIS FAIR LIMITED PARTNERSHIP, a Washington Limited
Partnership

the following described real estate, situated in the County of WHATCOM, State of Washington:
SEE SCHEDULE C ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

WHATCOM COUNTY
BELLINGHAM, WA
05/21/90 4:20 PM
REQUEST OF: /FAT
Shirley Forslof, AUDITOR
BY: RAW, DEPUTY
\$9.00 DEED
Vol: 150 Page: 1611
File No: 900521222

Dated this 26 day of April, 1990

By Lester L. Sturtz By Mattie F. Sturtz
LESTER L. STURTZ MATTIE F. STURTZ

By _____ By _____

STATE OF WASHINGTON } ss
COUNTY OF WHATCOM }

I certify that I know or have satisfactory evidence that LESTER L. STURTZ and MATTIE F. STURTZ
are the persons who appeared before me, and said persons acknowledged that
they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: April 27, 1990

Justine B. [Signature]
Notary Public in and for the State of Washington
Residing at Bellingham, WA
My appointment expires: 3/31/91

4372x EX 5/22/90 Paid \$7,650.00

LEGAL DESCRIPTIONSTURTZ PARCEL A

A portion of the Northeast One-Quarter of Section 13, Township 38 North, Range 2 East, W.M., in the City of Bellingham in Whatcom County, Washington, described as follows:

Commencing at the East One-Quarter Corner of said Section 13, said corner being a concrete monument in a case at the intersection of Guide Meridian Street and West McLeod Road; thence North $01^{\circ}17'06''$ East along the East line of said Northeast One-Quarter, a distance of 307.59 feet; thence North $84^{\circ}41'23''$ West, a distance of 1973.97 feet to the Southwest corner of the Bellis Fair Mall Short Plat, being the most Southerly corner of Tract 'B' in said Short Plat; thence North $01^{\circ}11'05''$ East, along the West line of said Short Plat, a distance of 208.77 feet to the South line of the plat of Panorama, Div. No. 1, as recorded in Volume 9 of Plats, page 101, records of Whatcom County, Washington; thence North $88^{\circ}55'46''$ West along said South line of Panorama, Div. No. 1, a distance of 297.73 feet, to the Northeast corner of a 60 foot strip of land deeded to the City of Bellingham by deed recorded under Auditor's File #1049116; thence continuing North $88^{\circ}55'46''$ West along said South line a distance of 30.00 feet to the centerline of Pana-Vista Drive in said plat of Panorama, Div. No. 1; thence North $88^{\circ}53'11''$ West along said South line of Panorama, Div. No. 1, a distance of 30.00 feet to the Northwest corner of said 60 foot strip of land, being the TRUE POINT OF BEGINNING; thence South $01^{\circ}06'06''$ West along the West line of said 60 foot strip, a distance of 182.66 feet to the North line of the SR5 Frontage Road deeded to the City of Bellingham by Quit Claim Deed recorded under Auditor's File #1405496; thence North $84^{\circ}44'52''$ West along said North line of SR5 Frontage Road a distance of 183.69 feet; thence North $01^{\circ}13'13''$ East parallel to the West line of the Southwest Quarter of the Southwest Quarter of said Northeast Quarter as shown upon said plat of Panorama, Div. No. 1, a distance of 90.00 feet; thence North $84^{\circ}44'52''$ West parallel to the North line of said SR5 Frontage Road a distance of 115.00 feet to said West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; thence North $01^{\circ}13'13''$ East along said West line a distance of 71.10 feet to the existing concrete monument marking the Southwest corner of said plat of Panorama, Div. No. 1; thence South $88^{\circ}53'11''$ East along the South line of Panorama, Div. No. 1 a distance of 297.57 feet to the TRUE POINT OF BEGINNING.

#17390
5/14/90

(CONTINUED)

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File No: 900521222

LEGAL DESCRIPTIONSTURTZ PARCEL B

A portion of the Northeast One-Quarter of Section 13, Township 38 North, Range 2 East, W.M., in the City of Bellingham in Whatcom County, Washington, described as follows:

Commencing at the East One-Quarter Corner of said Section 13, said corner being a concrete monument in a case at the intersection of Guide Meridian Street and West McLeod Road; thence North $01^{\circ}17'06''$ East along the East line of said Northeast One-Quarter, a distance of 307.59 feet; thence North $84^{\circ}41'23''$ West, a distance of 1973.97 feet to the Southwest corner of the Bellis Fair Mall Short Plat, being the most Southerly corner of Tract 'B' in said Short Plat and being the TRUE POINT OF BEGINNING; thence North $01^{\circ}11'05''$ East, along the West line of said Short Plat, a distance of 208.77 feet to the South line of the plat of Panorama, Div. No. 1, as recorded in Volume 9 of Plats, page 101, records of Whatcom County, Washington; thence North $88^{\circ}55'46''$ West along said South line of Panorama, Div. No. 1, a distance of 297.73 feet, to the Northeast corner of a 60 foot strip of land deeded to the City of Bellingham by deed recorded under Auditor's File #1049116; thence South $01^{\circ}06'06''$ West along the East line of said 60 foot strip a distance of 187.02 feet to the North line of the SR5 Frontage Road deeded to the City of Bellingham by Quit Claim Deed recorded under Auditor's File #1405496; thence South $84^{\circ}44'52''$ East along said North line of SR5 Frontage Road a distance of 298.21 feet to the Southerly projection of aforesaid West line of the Bellis Fair Mall Short Plat; thence North $01^{\circ}11'05''$ East along said West line a distance 0.98 feet to the TRUE POINT OF BEGINNING.

#17390
5/14/90

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File No: 900521222

END OF SCHEDULE C

AFTER RECORDING RETURN TO:

Douglas M. Ellis
Neal Gerber & Eisenberg
2 North LaSalle Street
Suite 2100
Chicago, Illinois 60602

WHATCOM COUNTY
BELLINGHAM, WA
04/15/93 10:40 AM
REQUEST OF: /CTI
Shirley Forslof, AUDITOR
BY: PT, DEPUTY
\$.00 N/C

Vol: 311 Page: 1701
File No: 930415039

CERTIFICATE OF NAME CHANGE

THIS CERTIFICATE OF NAME CHANGE is executed as of the 15th day of April, 1993 on behalf of Bellis Fair Partners, a Washington general partnership (formerly known as Bellis Fair Limited Partnership, a Washington limited partnership) (the "Partnership"), by its partners, General Growth Properties, Inc., a Delaware corporation ("General Growth"), and GGP Limited Partnership, a Delaware limited partnership ("GGP").

The Partnership, by its aforesaid partners, does hereby certify as follows:

1. Immediately prior to the execution hereof, all of the partners of Bellis Fair Limited Partnership, a Washington limited partnership, other than General Growth (the sole general partner) assigned their partnership interests in the Partnership to GGP, and GGP was admitted as a limited partner of the Partnership.

2. Immediately prior to the execution hereof, and following said assignment, GGP was admitted to the Partnership as a general partner and withdrew as a limited partner thereof.

3. Since the Partnership no longer has any limited partners, it may not, by law, use the name "Bellis Fair Limited Partnership". Accordingly, General Growth and GGP, the sole partners of the Partnership, have changed the name of the Partnership to "Bellis Fair Partners".

4. None of the foregoing actions caused a dissolution of the Partnership.

5. The Partnership holds the entire fee simple title in and to certain real estate situated in the City of Bellingham, County of Whatcom, State of Washington, legally described on Exhibit A attached hereto and by this reference made a part hereof (the "Property").

6. This Certificate is being executed on behalf of the Partnership by General Growth and GGP with the intention that the same shall be recorded in the Office of the Whatcom County Recorder, Washington, and that the public records of Whatcom County, Washington, shall for all purposes reflect title to the Property in Bellis Fair Partners, a Washington general partnership.

CHICAGO TITLE INSURANCE CO. 122339

7. This Certificate is executed pursuant to and in the exercise of the power and authority granted to and vested in General Growth and GGP under the provisions of the Amended and Restated Agreement of Partnership of the Partnership, and on behalf of General Growth, by its Vice-President, Stanley Richards, pursuant to authority conferred upon him by its Board of Directors, and on behalf of GGP, by Stanley Richards, pursuant to authority conferred upon him by the Board of Directors of General Growth, the sole general partner of GGP.

IN WITNESS WHEREOF, the undersigned party has caused this Certificate to be duly executed on its behalf as of the date first above written.

BELLIS FAIR PARTNERS,
a Washington general partnership,
by its partners

GENERAL GROWTH PROPERTIES, INC.,
a Delaware corporation

By: Stanley Richards
Its: Vice President

GGP LIMITED PARTNERSHIP,
a Delaware limited partnership

By: General Growth Properties,
Inc., its general partner

By: Stanley Richards
Its: Vice President

FMD:1692N:0031
April 10, 1993

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File No: 930415039

STATE OF _____)
) SS.
COUNTY OF _____)

On this 15th day of April, 1993, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared Stanley Richards on behalf of General Growth Properties, Inc., a Delaware corporation, to me personally known to be the Vice President of said corporation, and acknowledged to me that he has executed the foregoing instrument on behalf of said corporation pursuant to its authority as a partner of Bellis Fair Partners, a Washington general partnership, and pursuant to its authority as the general partner of GGP Limited Partnership, a Delaware limited partnership, a partner of the aforesaid Bellis Fair Partners.

Witness my hand and notarial seal the date last above written.

Arvilla Reback
Notary Public

ARVILLA REBACK
Notary Public, State of New York
No. 5006831
Qualified in New York County
Commission Expires January 11, 1995



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File No: 930415039

EXHIBIT A

Bellis Fair Partners

Legal Description

PARCEL A:

LOTS 1, 5, 6, 7, 8 AND 9, AND TRACTS A, B, C, D, E AND F, BELLIS FAIR MALL SHORT PLAT AS RECORDED IN VOLUME 16 OF SHORT PLATS, PAGES 80 THROUGH 83, AND CORRECTED IN VOLUME 17 OF SHORT PLATS, PAGE 2, RECORDS OF WHATCOM COUNTY, WASHINGTON.

PARCEL B:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., IN THE CITY OF BELLINGHAM IN WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, SAID CORNER BEING A CONCRETE MONUMENT IN A CASE AT THE INTERSECTION OF GUIDE MERIDIAN STREET AND WEST McLEOD ROAD; THENCE NORTH 01°17'06" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1981.33 FEET; THENCE NORTH 88°49'16" WEST, A DISTANCE OF 529.95 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 1, IN THE PLAT OF BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, AS RECORDED IN VOLUME 7 OF PLATS, PAGES 40 TO 45, RECORDS OF WHATCOM COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°49'16" WEST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 134.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 01°17'06" EAST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 630.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 AND THE SOUTH RIGHT-OF-WAY LINE OF BAKERVIEW ROAD; THENCE SOUTH 88°48'07" EAST ALONG THE NORTH LINE OF SAID LOT 6 AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 134.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 01°17'06" WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 630.62 FEET TO THE TRUE POINT OF BEGINNING.

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PARCEL C:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., IN THE CITY OF BELLINGHAM IN WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, SAID CORNER BEING A CONCRETE MONUMENT IN A CASE AT THE INTERSECTION OF GUIDE MERIDIAN STREET AND WEST McLEOD ROAD; THENCE NORTH $01^{\circ}17'06''$ EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1981.33 FEET; THENCE NORTH $88^{\circ}49'16''$ WEST, A DISTANCE OF 984.49 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 IN THE PLAT OF BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, AS RECORDED IN VOLUME 7 OF PLATS, PAGES 40 TO 45, RECORDS OF WHATCOM COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING; THENCE NORTH $88^{\circ}49'16''$ WEST, A DISTANCE OF 249.97 FEET TO A POINT THAT IS 84.99 FEET EAST OF THE EAST LINE OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE NORTH $01^{\circ}13'29''$ EAST, A DISTANCE OF 593.91 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 51.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BAKERVIEW ROAD; THENCE SOUTH $88^{\circ}48'07''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 214.49 FEET; THENCE SOUTH $01^{\circ}13'05''$ WEST, A DISTANCE OF 630.78 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., IN THE CITY OF BELLINGHAM IN WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

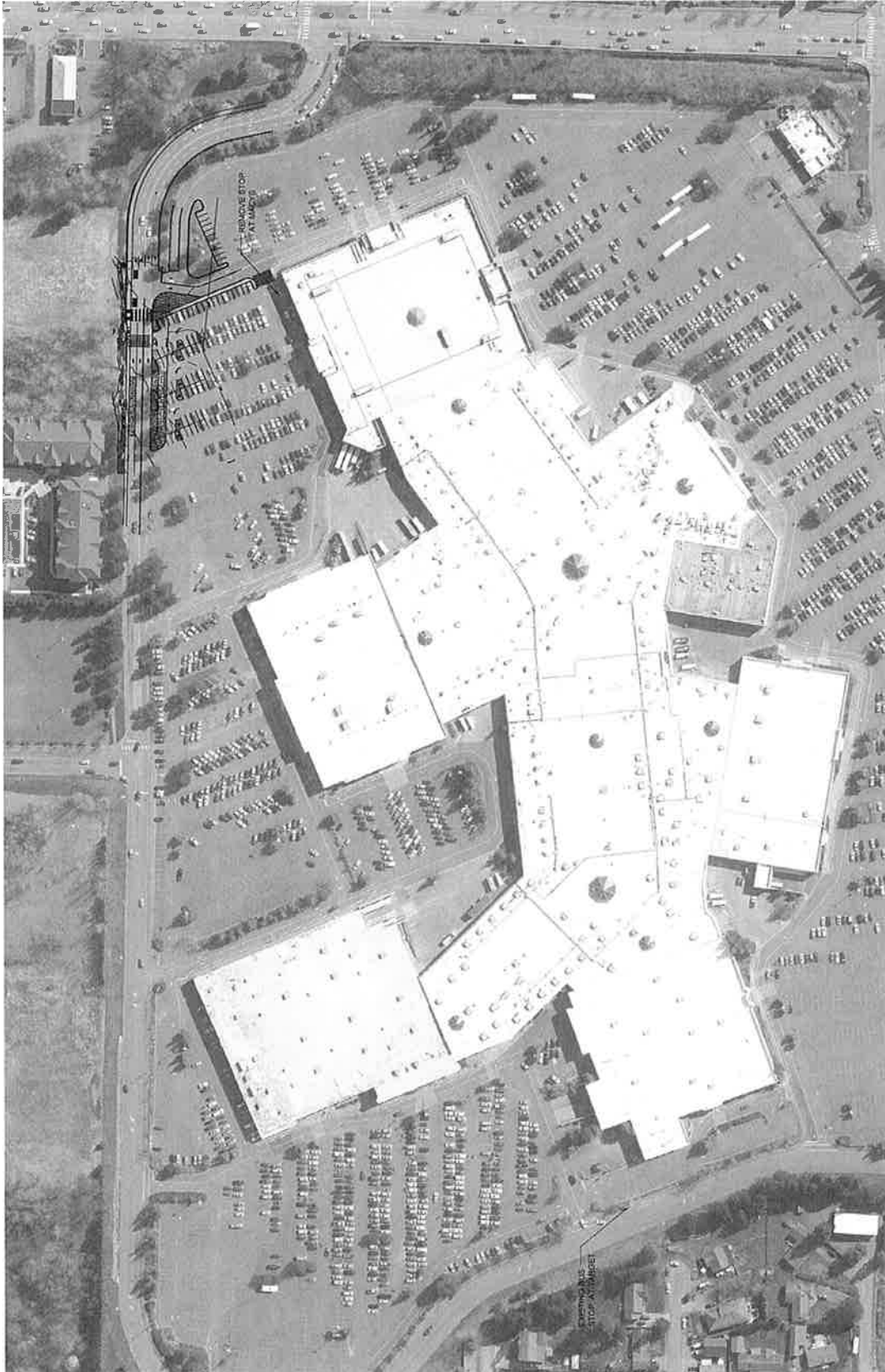
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, SAID CORNER BEING A CONCRETE MONUMENT IN A CASE AT THE INTERSECTION OF GUIDE MERIDIAN STREET AND WEST McLEOD ROAD; THENCE NORTH $01^{\circ}17'06''$ EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1981.33 FEET; THENCE NORTH $88^{\circ}49'27''$ WEST, A DISTANCE OF 2300.33 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 2 IN THE PLAT OF BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM, AS RECORDED IN VOLUME 7 OF PLATS, PAGES 40 TO 45, RECORDS OF WHATCOM COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING; THENCE NORTH $88^{\circ}49'42''$ WEST ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 164.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH $01^{\circ}08'59''$ EAST ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 631.41 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF BAKERVIEW ROAD; THENCE SOUTH $88^{\circ}48'07''$ EAST ALONG THE NORTH LINE OF SAID LOT 10 AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 164.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH $01^{\circ}09'44''$ WEST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 631.34 FEET TO THE TRUE POINT OF BEGINNING.

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EASEMENT IN GROSS AND COVENANT

EXHIBIT B

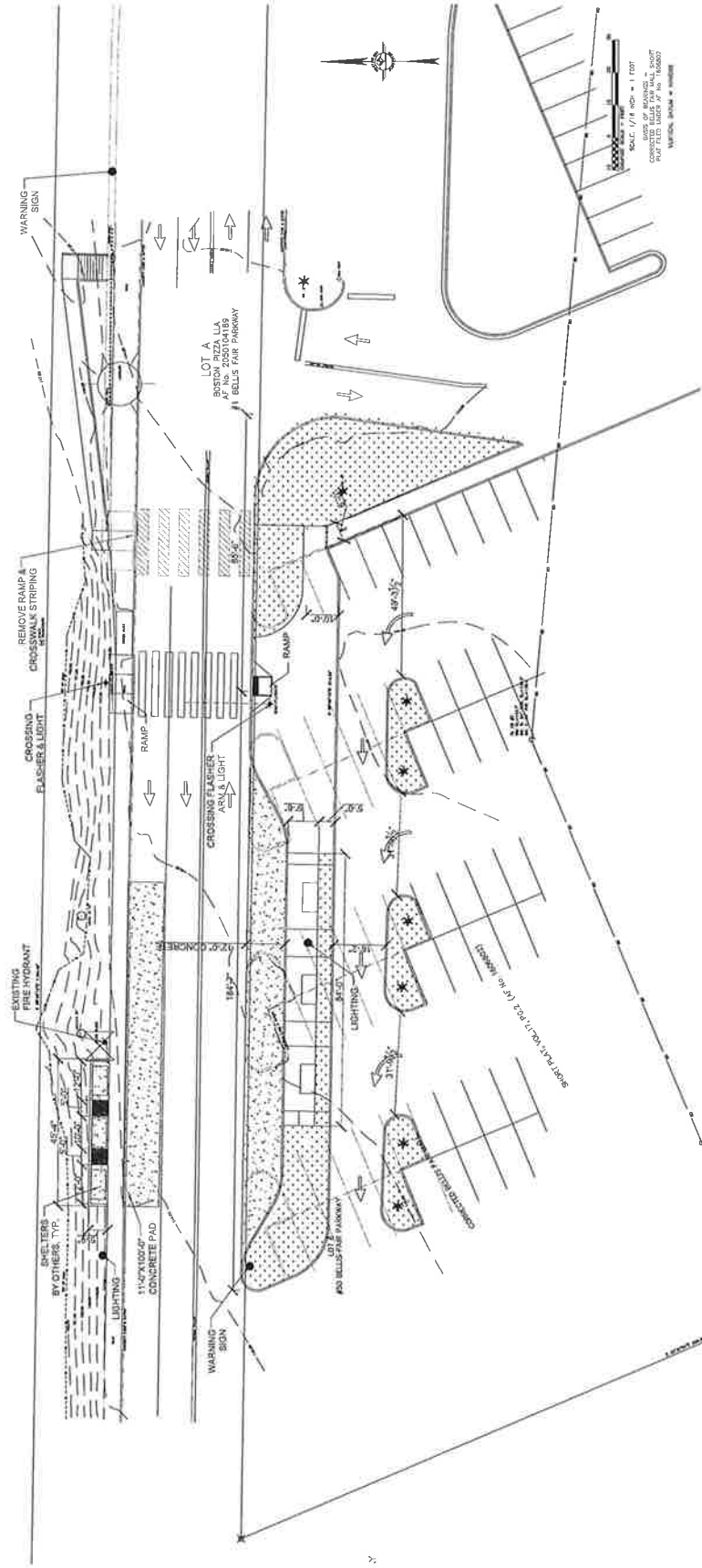
Construction Easement Area
(see attached)





TOPOGRAPHY MAP
FOR WHATCOM COUNTY TRANSPORTATION AUTHORITY
PORTION OF THE NE 1/4, NE 1/4, SECTION 13,
TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M.
WITHIN THE CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON

POSITION STATEMENTS

- [illegible]

PERMIT
SET

	
TRUE NORTH	PLAN NORTH

**WTA
BELLIS FAIR BUS
STOP RELOCATE**

SITE PLAN

A1.01

①

EASEMENT IN GROSS AND COVENANT

EXHIBIT C

Construction Schedule
(see attached)

PRELIMINARY BELLIS FAIR MALL BUS STOP SCHEDULE

DESCRIPTION	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Easement negotiation						
Contraction Bid and Approval						
Contractor Notice to Proceed		X				
Bus Stop Construction						
Project Close out						

EASEMENT IN GROSS AND COVENANT

EXHIBIT D

Insurance Requirements
(see attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2015

PRODUCER Washington State Transit Insurance Pool 2629 12th Court SW Olympia, WA 98052 (360) 786-1620	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Washington State Transit Insurance Pool	n/a
	INSURER B:	
	INSURER C:	
INSURED Whatcom Transportation Authority 4111 Bakerview Spur Bellingham, WA 98226	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WSTIP2015	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS See General Liability	WSTIP2015	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Washington State RCW 51 Stop Gap Coverage	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER For Excess / Umbrella Liability, See General Liability Policy				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Easement in Gross and Covenant agreement by and between Bellis Fair Mall, LLC (Grantor) and Whatcom Transp. Authority (Grantee) for use of Lot 6, Bellis Fair Mall Short Plat ("Property"). See agreement for legal property description and additional details. Whatcom Transp. Authority will use Property for new bus shelter/stop and pull out area. General Growth Properties, Inc.; General Growth Services, Inc.; GGPLP REIT Services, LLC; and Bellis Fair Mall, LLC are additional insureds. The WA State Transit Insurance Pool (WSTIP) is the primary liability insurance for purposes of this agreement. Whatcom Transp. Authority obtains Workers Compensation coverage through the WA State Dept of Labor & Industries. This certificate is valid until 01/01/2016.

CERTIFICATE HOLDER

Bellis Fair Mall, LLC
c/o General Growth Properties, Inc.
110 N Wacker Dr
Chicago, IL 60606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EASEMENT IN GROSS AND COVENANT

WHATCOM TRANSPORTATION AUTHORITY



By: Pete Stark

Its: General Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 22nd day of May 2015, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared PETE STARK, to me known to be the General Manager of WHATCOM TRANSPORTATION AUTHORITY, the Washington Public Transportation Benefit Area ("PTBA") that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said PTBA, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the PTBA.

Witness my hand and official seal hereto affixed the day and year first above written.





Printed Name: Lynda L. Colwell

Notary Public in and for the state of
Washington, residing at Bellingham

My commission expires: 11-15-2016