APPROVED TITLE AND ESCROW

Underwritten by *First American Title Insurance Company*

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I – Requirements;
f. Schedule B, Part II – Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I – Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By:____________________________________
Sally F. Tyler, President

By:____________________________________
Lisa W. Cornehl, Secretary

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APPROVED
TITLE AND ESCROW

Underwritten by *First American Title Insurance Company*

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Approved Title & Escrow
Issuing Office: 16117 Pacific Avenue South, Spanaway, WA 98387
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: Pre-2026-3584
Issuing Office File Number: Pre-2026-3584
Property Address: H Street Road, Blaine, WA 98230

SCHEDULE A

1. Commitment Date: March 31, 2026 at 08:00AM

2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. 2021 ALTA Homeowner's Policy	$	$0.00	$0.00	$0.00

PROPOSED INSURED: **tbd tbd**

	AMOUNT	PREMIUM	TAX	TOTAL
b. 2021 ALTA Loan Policy	$	$0.00	$0.00	$0.00

PROPOSED INSURED:

3. The estate or interest in the Land at the Commitment Date is:
Fee Simple

4. The Title is, at the Commitment Date, vested in**:**
RICK L. HARKNESS, A SINGLE MAN

5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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APPROVED TITLE & ESCROW
16117 Pacific Avenue South, Spanaway, WA 98387
Telephone: (253) 693-1870

Countersigned by:

Dan Kirk

____
Dan Kirk
Approved Title & Escrow, License #1166746

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By:______________________________
Sally F. Tyler, President

By:______________________________
Lisa W. Cornehl, Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Settlement Company to independently verify with PACER that the parties to their transaction are not in bankruptcy.

   NOTE: If parties to this transaction have filed for protection under the Federal Bankruptcy or state insolvency laws, then Company must be provided with a copy of the Order granting relief from stay and satisfactory evidence that no appeal(s) from such Order had/has been filed within the 14 day appear period under FRBP 8002.

6. AS TO OWNER'S POLICY ONLY: Examination of the land records for 20 years in the name(s) of the purchaser(s) of the property proposed to be insured and described in this title commitment, and disclosure to the Company of all liens issued by a federal district court.

7. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database (PATRIOT ACT).

8. The following ALTA Endorsements will be issued along with the Loan Policy of Title Insurance upon satisfaction of the Requirements herein: 8.1, 9.

9. Exceptions 1 through 5 will not appear on final loan policy.

10. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
    Levy/Area Code: 4031

    State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):
    1.28% of the selling price

    All other State Excise Tax:
    1.10% of the selling price less than or equal to $525,000.00
    1.28% of the selling price from $525,000.01 to $1,525,000.00
    2.75% of the selling price from $1,525,000.01 to $3,025,000.00

3.00% of the selling price over $3,025,000.00

Local Excise Tax for Unincorporated Whatcom County:
.50% of the selling price

In addition to the Excise Tax due, a fee of $5.00 will be charged on all taxable transactions ($10.00 on all exempt transactions)

11. General Taxes for the year 2026. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.
Tax Account No.: 4102313750620000
1st Half
Amount Billed: $39.21
Amount Paid: $0.00
Amount Due: $39.21
Assessed Land Value: $1,554.00
Assessed Improvement Value: $0.00
2nd Half
Amount Billed: $0.00
Amount Paid: $0.00
Amount Due: $0.00
Assessed Land Value: $1,554.00
Assessed Improvement Value: $0.00

Affects: Parcel A

Said Parcel Is Shall Not Be Sold or Leased Separately without Parcel : 4102313440320000

12. General Taxes for the year 2026. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.
Tax Account No.: 4102313440320000
1st Half
Amount Billed: $9.55
Amount Paid: $0.00
Amount Due: $9.55
Assessed Land Value: $435.00
Assessed Improvement Value: $0.00
2nd Half
Amount Billed: $0.00
Amount Paid: $0.00
Amount Due: $0.00
Assessed Land Value: $435.00
Assessed Improvement Value: $0.00

Affects: Parcel B

Said Parcel Is Shall Not Be Sold or Leased Separately without Parcel : 410231375062000

13. Delinquent General Taxes for the year 2025. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.
    Tax Account No.: 4102313440320000
    1st Half
    Amount Billed: $ 9.56
    Amount Paid: $ 0.00
    Amount Due: $ 9.56, plus interest and penalty
    2nd Half
    Amount Billed: $ 0.00
    Amount Paid: $ 0.00
    Amount Due: $ 0.00, plus interest and penalty

    Assessed Land Value: $438.00
    Assessed Improvement Value: $0.00

    Affects: Parcel B

    Said Parcel Is Shall Not Be Sold or Leased Separately without Parcel : 410231375062000

14. General Taxes for the year 2026. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.
    Tax Account No.: 4102313930210000
    1st Half
    Amount Billed: $7.39
    Amount Paid: $0.00
    Amount Due: $7.39
    Assessed Land Value: $170.00
    Assessed Improvement Value: $0.00
    2nd Half
    Amount Billed: $0.00
    Amount Paid: $0.00
    Amount Due: $0.00
    Assessed Land Value: $170.00
    Assessed Improvement Value: $0.00

    Affects: Parcel C

15. Taxes which may be assessed and extended on any subsequent roll for the tax year 2026, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.

16. Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Forest Land was given by the Whatcom County Assessor on February 09, 1976 under recording no. 1213218.

17. If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming Excise Tax Affidavit must be properly completed and submitted for approval to the Assessor's Office before or at the time of recordation of the conveyance. Additional time will be required for this process.

    If the subject property will not continue under the special valuation, Whatcom County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

18. Payment, cancellation and satisfaction of record of Deed of Trust to Rick L. Harkness, A Single Man, dated February 07, 2023 and recorded February 15, 2023 as Recording No. 2023-0200992 in the amount of $200,000.00 made by Pieter B. Dejong, as His Separate Property to Whatcom Land Title Company, Inc., Trustee.

19. A satisfactory review and approval of indemnity agreement to be obtained from the appropriate party. The Company reserves the right to make additional requirements prior to insuring. All other matters regarding extended coverage have been cleared for mortgagee's policy. Items A through E and G and H on Exhibit B herein will be omitted in said extended coverage mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.

3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.

7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.

8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

10. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

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11. Any encroachment, encumbrance, violation, variation, discrepancy, conflict in boundary lines, shortage in area, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

    NOTE: As to Owner's Policy Only: The coverage afforded by covered matter 2(c) of the ALTA 2006/2021 Policy is hereby deleted. NOTE: As to issuance of the ALTA Homeowner's Policy, this exception does not limit the coverage afforded in Items 12, 18, 19, 21, 23, and 24 of Covered Risks.

12. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.

    NOTE: NOTE: As to issuance of the ALTA Homeowner's Policy, this exception does not limit the coverage in item 8 of Covered Risks.

13. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.

14. No liability is assumed with respect to any maintenance assessments as set forth in the aforesaid Restrictive Covenants.

15. Rights of others, if any, in and to the use and maintenance of ingress/egress easement above set forth with others.

16. Rights of Tenants in Possession and any and all unrecorded leases.

17. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, this policy does not insure Property that is directly or indirectly associated with, or related to, these activities.

18. The terms and provisions contained in the document entitled "Open Space Taxation Agreement"
    Recorded: October 09, 1996
    Recording No.: 961009009

19. The terms and provisions contained in the document entitled "Open Space Taxation Agreement"
    Recorded: October 18, 1999
    Recording No.: 1991001993

20. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 961112011 .

21. Covenant to Bind Properties, including the terms, covenants and conditions;
    Recorded: July 30, 1998
    Recording No .: 1980704245

22. Covenant to Bind Properties, including the terms, covenants and conditions;

Recorded: December 16, 1998
Recording No .: 1981202718

23. The terms and provisions contained in the document entitled "Trail Permit No. 95-09"
    Recorded: March 12, 2001
    Recording No.: 2010301589

24. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE.

25. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

26. INFORMATIONAL NOTE: Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.

27. INFORMATIONAL NOTE: Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

28. INFORMATIONAL NOTE: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

    PTN SEC 31 TWP 41N RGE 2E SW QTR SE QTR, WHATCOM COUNTY
    APN: 4102313750620000, 4102313440320000 and 4102313930210000
    Property Address: H STREET ROAD, BLAINE, WA 98230

29. NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

30. NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF FIRST AMERICAN TITLE INSURANCE COMPANY.

31. Copies of the supporting documents have been hyperlinked for your convenience: SP-Search Package

EXHIBIT "A"

The Land referred to herein below is situated in the County of Whatcom, State of Washington, and is described as follows:

Parcel A:

The East 465 feet of the Southwest Quarter of the Southeast Quarter of Section 31, Township 41 North, Range 2 East of W.M.;

EXCEPTING THEREFROM the North 125 feet;

ALSO EXCEPT the East 165 feet of the South 396 feet thereof;

ALSO EXCEPT the right of way of h street road lying along the Southerly line thereof:

And also except that portion conveyed to whatcom county for road purposes by deed recorded under auditor's File No. 929672, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

Parcel B:

The East 230 feet of the South 568.17 feet of a tract lying in the Southwest Quarter of the Southeast Quarter of Section 31, Township 41 North, Range 2 East of W.M., said tract being more particularly described as follows:

The Southwest Quarter of the Southeast Quarter of said Section 31;

EXCEPT the East 465.00 feet thereof, as measured along the South line thereof;

Also except the right of way of h street road lying along the Southerly line thereof;

And also except that portion conveyed to Whatcom County for road purposes by deed recorded under auditor's File No. 929672, records of Whatcom County, Washington.

Situate in whatcom County, Washington.

Parcel C:

A tract lying in the Southwest Quarter of the Southeast Quarter of Section 31.

Township 41 North, Range 2 East of W.M., said tract being more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 31;

thence West, a distance of 165 feet;
thence North, a distance of 396 feet;
thence East, a distance of 165 feet;
thence South, a distance of 396 feet to the Point of Beginning.

EXCEPT the right of way of h street road lying along the Southerly line thereof and also except that portion conveyed to whatcom county for road purposes by deed recorded under auditor's File No. 929679, records of whatcom County, Washington.

Situate in Whatcom County, Washington.