



## MEMORANDUM

**TO:** Rob Fix  
**FROM:** Brian Gouran   
**DATE:** April 17, 2018  
**COPIES:** Frank Chmelik  
Greg McHenry  
**SUBJECT:** Resolution-Sale of Real Property to Harcourt Bellingham, LLC-Project No. 2

### ACTION REQUESTED

Motion to approve Resolution No. 1371 authorizing the sale of real property to Harcourt Bellingham, LLC ("Harcourt") for Project 2 and authorize the Executive Director to execute any and all documents necessary to complete the sale of the 1.733 acres for Project 2.

### BACKGROUND

The Port and Harcourt Bellingham, LLC (Harcourt) entered into a Master Development Agreement on May 19, 2015 (MDA) which provides Harcourt with the exclusive right to develop approximately 19 acres within the Downtown Waterfront. The Port and Harcourt anticipated that development would occur through individual projects rather than a wholesale transfer of the 19 acres to Harcourt. For each project, the MDA requires that Harcourt (or a single purpose entity created by Harcourt) purchase the property within sixty (60) days of the Port's creation of a legal lot of record and the Port's approval of Harcourt's project memorandum.

Pursuant to the MDA, the Port created a legal lot of record for Project 2 and the Port Commission approved Harcourt's Project 2 project memorandum on March 6, 2018. Therefore Harcourt (or a single purpose entity created by Harcourt) must purchase the real property by May 7, 2018.

In accordance with the land values established in the MDA, the purchase price is One Million Six Hundred and One Thousand Eight Hundred and Eighty-Six Dollars and Seventy-Seven Cents (\$1,601,886.77) for 1.733 acres at a price of \$21.22 per square foot.

The transaction will be closed at the office of Whatcom Land Title Company, Inc. which will act as the escrow and provide the required title insurance. Resolution No. 1371 provides authorization for the sale and for Rob Fix to execute all documents necessary for the sale. The form of these documents were contained in the MDA and include: (i) real property sale agreement, (ii) the statutory warranty deed and (iii) the environmental indemnification and environmental easement agreement.

### FISCAL IMPACT

This property sale will generate \$1,601,886.77 in revenue, less the cost of title insurance and the Port's share of closing costs.

### STRATEGIC PURPOSE

This action supports 2018 Corporate Goal #1: Ongoing Development in the Waterfront District and BWAS 2018 Objective #7: Work with Harcourt to support development of Waterfront Residential Project.

### RECOMMENDATION

Staff recommends approval.

*Attached: Resolution No. 1371 and Purchase and Sale Agreement*

**RESOLUTION NO. 1371**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BELLINGHAM AUTHORIZING THE SALE OF REAL ESTATE WITHIN THE WATERFRONT DISTRICT AND AUTHORIZING EXECUTIVE DIRECTOR ROB FIX TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE**

**WHEREAS**, pursuant to Master Development Agreement dated May 19, 2015 (the "MDA") by and between the Port of Bellingham ("Port") and Harcourt Bellingham, LLC ("Harcourt") the Port will be selling and Harcourt (or a single purpose entity created by Harcourt) will be purchasing the following described real property (the "Real Property"):

THE WATERFRONT SPECIFIC BINDING SITE PLAN NO. 1 RECORDED  
UNDER WHATCOM COUNTY AUDITOR FILE NO. 2018-0201342  
CONTAINING 1.733 ACRES MORE OR LESS

SITUATE IN WHATCOM COUNTY, WASHINGTON

**WHEREAS**, pursuant to the terms of the MDA the sale of the Real Property must be completed by May 7, 2018.

**NOW, THEREFORE**, it is resolved by the Port of Bellingham, by and through its Commission as follows:

1. The sale of the Real Property in conformity with the requirements of the MDA (including the requirement that the sale occur on or before May 7, 2018) to Harcourt (or a single purpose entity created by Harcourt) by Port is authorized.
2. The Port's Executive Director, Rob Fix, is authorized to execute any and all documents necessary to complete the sale of the Real Property in conformity with the requirements of the MDA (including the requirement that the sale occur on or before May 7, 2018) to Harcourt (or a single purpose entity created by Harcourt), including without limitation the statutory warranty deed.

**ADOPTED** in open session at a regular meeting of the Board of Commissioners of the Port of Bellingham on the \_\_\_\_ day of April 2018, and duly authenticated by the signatures of the Commission and the seal of the Commission affixed hereto.

\_\_\_\_\_  
Commission President

\_\_\_\_\_  
Commission Vice President

\_\_\_\_\_  
Commission Secretary

**HARCOURT BELLINGHAM, LLC  
PROJECT 2  
REAL PROPERTY SALE AGREEMENT**

THIS REAL PROPERTY SALE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of March 2018 by and between the **Port of Bellingham**, a Washington municipal corporation ("Seller") and **Harcourt Bellingham, LLC**, a Washington limited liability company ("Buyer").

**WHEREAS**, the Seller and Buyer have entered into that certain Master Development Agreement dated May 19, 2015 (the "MDA") to develop properties within the Waterfront District in an area designated as the Master Development Area.

**WHEREAS**, under the terms and conditions of the MDA it is anticipated that Buyer would form single purpose entities ("SPE") to develop various projects. It was further anticipated that these SPEs will either purchase or lease parcels within the Master Development Area from the Seller to develop a project subject to the terms and conditions of the MDA.

**WHEREAS**, the Seller is the owner of the certain real property within the Master Development Area legally described as follows (the "Parcel"):

THE WATERFRONT SPECIFIC BINDING SITE PLAN NO. 1 RECORDED  
UNDER WHATCOM COUNTY AUDITOR FILE NO. 2018-0201342  
CONTAINING 1.733 ACRES MORE OR LESS

SITUATE IN WHATCOM COUNTY, WASHINGTON

**WHEREAS**, Buyer (or an SPE created by Buyer) intends to construct a project pursuant to the project memorandum approved pursuant to the MDA (the "Project"). Subject to the terms of the MDA, Buyer may assign this Agreement to an SPE.

**WHEREAS**, the Port and the Washington State Department of Ecology ("Ecology") have entered into that certain Pulp/Tissue Mill RAU Consent Decree dated December 22, 2014, which was filed in Whatcom County Superior Court Cause No. 14-2-02700-8 (the "Consent Decree").

**WHEREAS**, the Buyer understands that the Parcel is and will be subject to (i) that certain Contaminated Materials Management Plan as appended to the Consent Decree and (ii) that certain Environmental Covenant required pursuant to the Consent Decree.

**WHEREAS**, Seller desires to sell and Buyer desires to purchase the Parcel pursuant to the terms and conditions herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase of Property.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the Parcel.

2. **Purchase Price.** The purchase price for the Parcel shall be One Million Six Hundred and One Thousand Eight Hundred and Eighty-Six Dollars and Seventy-Seven Cents (US\$1,601,886.77)<sup>1</sup> the ("Purchase Price"), all of which shall be paid in cash at Closing.

3. **Title.** Title examination will be conducted as follows:

3.1 Title Commitment. Seller shall, within ten (10) days after the date of this Agreement, furnish to Buyer a commitment ("Title Commitment") for a standard ALTA title insurance policy insuring title in the amount of the Purchase Price, issued by Whatcom Land Title Company, Inc. (the "Escrow Agent"), committing the Escrow Holder to insure title free and clear of liens, deeds of trust, charges, defects, or encumbrances other than the "Permitted Exceptions."

3.2 Permitted Exceptions. The following exceptions are Permitted Exceptions:

a. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Buyer's intended use, and building or zoning regulations or provisions; and

b. The terms and conditions of that certain Contaminated Materials Management Plan as appended to the Consent Decree dated December 22, 2014, which was filed in Whatcom County Superior Court Cause No. 14-2-02700-8; and,

c. The Environmental Covenant dated January 3, 2017 recorded under Whatcom County Auditor file number 2017-0100510; and,

d. That certain Environmental Indemnification and Environmental Easement Agreement which will be executed at Closing and recorded against the Parcel by and between the Grantor, and Harcourt Development, LLC, a Washington limited liability company.

e. The temporary slope easement granted to the City for construction of Granary Avenue.

f. Any temporary or permanent easements granted to franchise utility providers to provide utilities to the Parcel.

3.3 Buyer's Objections. Buyer will make any objections it may have with regard to the Title Commitment and any schedules thereto within ten (10) days of receipt of the Title Commitment. Buyer's failure to make Objections within such time period will constitute a waiver of Objections with respect to matters disclosed in the Title Commitment and the schedules thereto. Any specific matter shown in the Title Commitment and the schedules thereto and not objected to by Buyer shall be included as a "Permitted Exception" hereunder.

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<sup>1</sup> 1.733 acres x 43,560 square feet x \$21.22 = US\$1,601,886.77

3.4 Seller's Response to Objections. In the event Buyer objects to any exceptions or defects set forth in the Title Commitment and the schedules thereto, Seller shall have five (5) days from delivery of Buyer's notice to notify Buyer, in writing, that (i) Seller will cause the disapproved exceptions to be removed from the policy of title insurance to be issued in favor of Buyer on or before Closing; or (ii) that Seller will not eliminate the disapproved exceptions.

3.5 Buyer's Right to Terminate. If Seller (i) notifies Buyer, in writing, that Seller will not eliminate the objected to exceptions on or before Closing, or (ii) Seller does not notify Buyer, in writing, that Seller will cause the objected to exceptions to be eliminated on or before Closing, then this Agreement shall terminate, and neither Buyer nor Seller shall have any further rights, duties, or obligations hereunder, unless within three (3) days of the earlier of (i) the expiration of said five (5) day period, or (ii) the date that Seller notifies Buyer that Seller will not eliminate the objected to exceptions, Buyer waives its objections and elects to proceed with Closing subject to the objected to exceptions. The title exceptions approved as provided herein shall be included as Permitted Exceptions. Objections to be discharged by Seller may be paid out of the purchase money received at date of Closing.

4. **Conveyance of Title.** Title shall be conveyed by Statutory Warranty Deed, the form of which is attached hereto as Exhibit "A" (the "Deed").

5. **Condition of Property.** *Subject to the obligations of the Seller in the Environmental Indemnification and Environmental Easement Agreement, the Parcel and any improvements located thereon are being sold and conveyed by Buyer "as-is" and "with all faults" and subject to any physical or environmental condition (including the presence of Hazardous Substances) which may exist on, in, under, about, emanating from, or connected with the Parcel, without any representation or warranty by Seller. The Buyer represents and warrants that (i) it is purchasing the Parcel consistent with the terms and conditions of the MDA, (ii) that Buyer has examined the MDA and exhibits attached thereto, (iii) Buyer has examined the Consent Decree and exhibits attached thereto, (iv) that the Buyer is accepting the Parcel subject to the Environmental Indemnification and Environmental Easement Agreement, (v) Buyer is accepting the Parcel "as-is" and "with all faults" and subject to any physical or environmental condition, including the presence of Hazardous Substance, which may exist on, in, under, about, emanating from, or connected with the Parcel and (vi) Buyer is accepting the Parcel without any representation or warranty by Seller except as to title. The provisions of this paragraph 5, including the representation and warranty of the Buyer, are part of the economics of the transaction contemplated herein and this paragraph 5 shall survive Closing and shall not merge into the Deed.*

6. **Release – Property Condition.** *For and in part consideration of the transaction contemplated herein the Buyer does hereby forever release and discharge the Seller, its commissioners and employees from any claim, demand, damages or cause of action arising from or related to the condition of the Parcel or any improvements located thereon, including but not limited to the environmental conditions on the Parcel and Hazardous Substances on, in or emanating from the Parcel. This release shall not apply to any claims against Seller arising from the breach of the Environmental Indemnification and Environmental Easement Agreement. The provisions of this paragraph 6 are part of the economics of the transaction contemplated herein and this paragraph 6 shall survive*

***Closing and shall not merge into the Deed. This release shall be binding on the successor and assigns of the Buyer and noted in any subsequent deed transferring title to the Parcel.***

***7. Project. The Buyer represents and warrants that it will timely construct the Project in accordance with the MDA and the project memorandum approved pursuant to the MDA. The provisions of this paragraph 7 are part of the economics of the transaction contemplated herein and this paragraph 7 shall survive Closing and shall not merge into the Deed.***

**8 Escrow Instructions.** Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent and this Agreement shall serve as the instructions to Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplemental escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.

**9. Closing.** The Closing hereunder (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Escrow Agent on or before May 7, 2018 (the "Closing Date") or such other date as Buyer and Seller may mutually agree in writing. All documents shall be deemed delivered on the date the Deed is recorded and possession of the Parcel shall be delivered to Buyer on the Closing Date.

**10. Documents to Be Delivered By Seller For Closing.** On or prior to the Closing Date, Seller shall deposit with Escrow Holder, the following:

- a. The Deed duly executed and acknowledged by Seller.
- b. A duly executed real estate excise tax affidavit.
- c. A duly executed Environmental Indemnification and Environmental Easement Agreement.
- d. A standard ALTA form of owner's policy of title insurance.
- e. Such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Parcel in accordance with the terms hereof.

**11. Documents to Be Delivered by Buyer for Closing.** On or before the Closing Date, Buyer shall deposit with Escrow Holder the following:

- a. The Purchase Price in cash (less the applicable earnest money).
- b. Duly executed real estate excise tax affidavit.

c. A duly executed Environmental Indemnification and Environmental Easement Agreement.

d. Such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Parcel in accordance with the terms hereof.

12. **Costs and Expenses Paid at Closing.** Seller shall pay the premium for a standard ALTA policy of title insurance with liability in the amount of the Purchase Price. Seller shall pay all real estate excise taxes, if any, occasioned by this transaction. Buyer shall pay for all recording fees for the recording of the statutory warranty deed. The Buyer and Seller will share equally the cost of the escrow fee and the recording fees for the Environmental Indemnification and Environmental Easement Agreement.

13. **Proration.** If applicable, all revenues and all expenses of the Parcel, including but not limited to, water, sewer, and utility charges, amounts payable under the Agreement, annual permits and/or inspection fees (calculated on the basis of the respective periods covered thereby), and any other expenses normal to the ownership, use operation and maintenance of the Parcel shall be prorated as of 12:01 a.m. on the Closing Date.

14. **Waiver of Disclosure Statement.** To the extent permitted by Chapter 64.06 RCW Buyer waives receipt of the disclosure statement.

15. **Brokers and Finders.** Each party represents to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission, or other similar compensation in connection herewith, the party that incurred such a fee or obligation shall be solely responsible for the payment thereof.

16. **Modification.** This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized representative of each party hereto in the same manner as such party has authorized this Agreement.

17. **Notices.** All notices, which may be or are required to be given pursuant to this Agreement shall be in writing and delivered to the parties at the following addresses:

To the Seller: Port of Bellingham  
ATTN: Rob Fix, Executive Director  
1801 Roeder Avenue  
Bellingham, WA 98227  
(360) 676-2500  
[robfix@portofbelllingham.com](mailto:robfix@portofbelllingham.com)

To the Buyer: Harcourt Bellingham, LLC  
ATTN: Patrick Power, Director  
18-19 Harcourt Street  
Dublin 2, Ireland  
+353 1 475 3928  
[patpower@harcourthouse.com](mailto:patpower@harcourthouse.com)

Any such notices shall be either (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, or (iii) sent by email transmission to the party and its counsel, receipt of which has been confirmed by telephone, and by regular mail, in which case notice shall be deemed delivered on the day of such confirmed receipt, or (iv) hand delivered, in which case notice shall be deemed delivered when actually delivered. The above addresses and phone numbers may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

19. **Waiver.** No waiver by any party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing by the party granting the waiver and no such waiver shall be construed to be a continuing waiver. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

20. **Applicable Law and Jurisdiction.** This Agreement shall be interpreted under and pursuant to the laws of the State of Washington without regard to choice of law provisions. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to the sole jurisdiction and venue in Whatcom County Superior Court.

21. **Attorneys' Fees.** In the event any proceeding is instituted to interpret or enforce any provision or resolve any dispute under this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, each party shall bear their own costs and attorney fees.

22. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

23. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such



invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, at the Closing Date any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to (i) evidence and vest in the Buyer the ownership of and title to the Parcel, and (ii) consummate the transactions contemplated hereunder. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

25. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

26. **Survivability.** The representations and warranties contained in paragraph 5, the release contained in paragraph 6 and the representation and warranty contained in paragraph 7 shall survive Closing, shall not merge into the Deed and may be separately enforced or asserted as a defense to a claim as the case may be.

27. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Buyer shall be liable to the other for any representations made by any person concerning the Parcel or regarding the terms of this Agreement except to the extent that the same are expressed in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

|                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|
| THIS AGREEMENT CONTAINS REPRESENTATIONS AND WARRANTIES CONCERNING<br>THE PARCEL AND A RELEASE OF CLAIMS BY THE BUYER TO THE SELLER |
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**PORT OF BELLINGHAM**

**HARCOURT BELLINGHAM, LLC**

\_\_\_\_\_  
By: Rob Fix  
Its: Executive Director

\_\_\_\_\_  
By: Patrick Power  
Its: Director

**EXHIBIT A  
FORM OF DEED**

Filed for Record at the request of:  
CHMELIK SITKIN & DAVIS P.S.  
1500 Railroad Avenue  
Bellingham, WA 98225  
(360) 671-1796

|                                        |                                                                                                                   |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| GRANTOR(S):                            | PORT OF BELLINGHAM                                                                                                |
| GRANTEE(S):                            | HARCOURT BELLINGHAM, LLC                                                                                          |
| LEGAL DESCRIPTION:                     | THE WATERFRONT SPECIFIC BINDING SITE PLAN NO. 1<br>RECORDED UNDER WHATCOM COUNTY AUDITOR FILE NO.<br>2018-0201342 |
| TAX PARCEL ID#:                        | N/A                                                                                                               |
| REFERENCE NOS. OF<br>DOCS SIGNED/REL.: | N/A                                                                                                               |

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**STATUTORY WARRANTY DEED**

The Grantor, the **PORT OF BELLINGHAM**, a Washington municipal corporation, for and in consideration of, Ten Dollars (\$10.00) in hand paid, sells and conveys to Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys to Grantee, **HARCOURT BELLINGHAM, LLC**, a Washington limited liability company, the following described real estate, situated in the County of Whatcom, State of Washington (the "Property"):

THE WATERFRONT SPECIFIC BINDING SITE PLAN NO. 1 RECORDED  
UNDER WHATCOM COUNTY AUDITOR FILE NO. 2018-0201342  
CONTAINING 1.733 ACRES MORE OR LESS

SITUATE IN WHATCOM COUNTY, WASHINGTON

The Property is conveyed subject to:

1. The terms and conditions of that certain Contaminated Materials Management Plan as appended to the Consent Decree dated December 22, 2014, which was filed in Whatcom County Superior Court Cause No. 14-2-02700-8; and,

2. The Environmental Covenant dated January 3, 2017 recorded under Whatcom County Auditor file number 2017-0100510 and,

3. That certain Environmental Indemnification and Environment Easement Agreement of an even dated herewith by and between the Grantor, the Grantee and Harcourt Development, LLC, a Washington limited liability company.

4. The rights of the Grantor as contained in that certain Master Development Agreement dated May 19, 2015 by and between the Grantor and Harcourt Development, LLC and which Grantee acknowledges having reviewed.

5. Grantee does hereby forever release and discharge the Grantor, its commissioners and employees from any claim, demand, damages or cause of action arising from or related to the condition of the Property or any improvements located thereon, including but not limited to the environmental conditions on the Property and hazardous substances on, in or emanating from the Property. This release shall not apply to any claims against Grantor arising from the breach of the Environmental Indemnification and Environmental Easement Agreement. This release shall be binding on the successor and assigns of the Buyer and noted in any subsequent deed transferring title to the Property

Dated this \_\_\_\_\_ day of May 2018.

**GRANTOR:**

PORT OF BELLINGHAM

\_\_\_\_\_  
By: Rob Fix  
Its: Executive Director

**GRANTEE:**

HARCOURT BELLINGHAM, LLC

\_\_\_\_\_  
By: Patrick Power  
Its: Director

STATE OF WASHINGTON)

:SS

COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROB FIX, known to me to be the Executive Director of the PORT OF BELLINGHAM, a Washington municipal corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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

\_\_\_\_\_  
Name (Print) \_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON)

:SS

COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick Power, known to me to be the Director of the HARCOURT BELLINGHAM, LLC, a Washington limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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

\_\_\_\_\_  
Name (Print) \_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_