

RETURN TO:

Donald & Heather Hall
3303 N. Shore Rd.
Bellingham, WA 98228-7829

DOCUMENT TITLE:
RELINQUISHMENT OF EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:
AF No. 910110133

GRANTORS:
DONALD HALL AND HEATHER HALL, a married couple

GRANTEE:
WHATCOM COUNTY, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

3704055624480000, Hall Property

SMITH'S ADD TO SUNNYSIDE-BEG AT SE COR OF LOT 22-T

3704040704100000, County Property

GOVT LOTS 4-5-EXC NORTHERN PACIFIC RR R/W-EXC E 20

ASSESSOR'S TAX PARCEL NUMBER(S):

3704040704100000

3704055624480000

RELINQUISHMENT OF EASEMENT

THIS **RELINQUISHMENT OF EASEMENT (“Agreement”)** is made and entered into this ____ day of _____, 2025, by and between the DONALD ROY HALL AND HEATHER GINN HALL, a married couple (“Grantor” or “Halls”) and WHATCOM COUNTY, a Washington municipal corporation (“Grantee” or “County”). Grantors and Grantee may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Grantors own the real property commonly known as 3303 North Shore Road Bellingham, Washington 98226 (“Hall Property”); and

WHEREAS, the Whatcom County Parks and Recreation Department owns adjacent real property commonly known as 3355 Northshore Road Bellingham, Washington 98226 (“County Property”); and

WHEREAS, the Hall Property and the County Property share a common boundary line; and

WHEREAS, the Hall Property benefits from an easement for the purpose on ingress and egress to the Hall Property (executed in January of 1991 and recorded at Auditor’s File No. 910110133) (“Existing Easement”) over the portion of the County Property described in **Exhibit A** attached hereto and fully incorporated by reference, (“Existing Easement Area”); and

WHEREAS, Grantors and Grantee have executed a new Access Easement Agreement, which is intended to replace Existing Easement; and

WHEREAS, with the new Access Easement Agreement in place, Grantors wish to formally relinquish the Existing Easement; and

WHEREAS, the above recitals are a material part of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Relinquishment of Existing Easement.** Grantors hereby terminate, release, and relinquish all their rights and interests in the Existing Easement.
2. **Binding Effect.** This Agreement shall run with the land and shall be binding on all future owners of the Hall Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____.
My Appointment Expires: _____
Notary seal, text and all notations must be inside 1" margins

EXHIBIT A

LEGAL DESCRIPTION OF EXISTING EASEMENT AREA

The West 473 feet of the South half of Government Lot 4 and the West 473 feet of Government Lot 5, Section 4, Township 37 North, Range 4 East of W. M., EXCEPT the Northern Pacific Railway right of way and roads and except the East 50 feet of the West 437 feet of Government lot 5 lying Southerly of the Railroad right of way, together with the right of way through government Lot 5; and except the East 100 feet of the West 150 feet of that portion of Government Lot lying Southerly of the Railroad right of way and except the east 100 feet of the West 250 feet of those portions of Government lots 4 and 5 lying Southerly of the Railroad right of way, all located in Whatcom County, Washington