

RETURN TO:

Patrick & Peggy Rauso
3307 Northshore Rd
Bellingham WA 98226

DOCUMENT TITLE:

RELINQUISHMENT OF EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

AF No. 940411027

GRANTORS:

PATRICK RAUSO AND PEGGY RAUSO, a married couple

GRANTEE:

WHATCOM COUNTY, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

3704040113640000, Rauso Property
THAT PTN OF E 100 FT OF W 150 FT OF GOVT LOT 5 LY

3704040704100000, County Property
GOVT LOTS 4-5-EXC NORTHERN PACIFIC RR R/W-EXC E 20

ASSESSOR'S TAX PARCEL NUMBER(S):

3704040113640000
3704040704100000

RELINQUISHMENT OF EASEMENT

THIS RELINQUISHMENT OF EASEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between the PATRICK RAUSO AND PEGGY RAUSO, a married couple ("Grantor" or "Rauso") 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 3307 North Shore Road Bellingham, Washington 98226 ("Rauso 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 Rauso Property and the County Property share a common boundary line; and

WHEREAS, the Rauso Property benefits from an easement for the purpose on ingress and egress to the Rauso Property (executed in December of 1993 and recorded at Auditor's File No. 940411027) ("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 Rauso Property.

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

GRANTORS:

Patrick Rauso

PATRICK RAUSO

Peggy Rauso

PEGGY RAUSO

STATE OF WASHINGTON)

) SS

COUNTY OF Whatcom)

On this 2nd day of April, 2025, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick & Peggy Rauso, 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]

(Signature of Notary)



Shannon Batdorf

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Appointment Expires: 4/27/2026

Notary seal, text and all notations must be inside 1" margins

WHATCOM COUNTY

APPROVED AS TO FORM:

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

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

(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