

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept, Division and Program)</i>	
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	Donald Roy Hall and Heather Ginn Hall
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 650.00	Council approval required for: all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
This Amendment Amount: \$ -	1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Total Amended Amount: \$ \$650.00	3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
This is new access easement and an associated easement relinquishment related to a property owner accessing their property through County property (Lake Whatcom Park). The prior access easement (which must be extinguished) contained an expiration date. The revised easement is updated to reflect that the easement runs with the land. Total fee (to cover recording costs) is \$650.00.	
Term of Contract: perpetual	Expiration Date: n/a

Contract Routing:	1. Prepared by: <u>B. Knox</u>	Date: <u>1/30/2025</u>
	2. Attorney signoff: <u>B. Waldron (via e-mail)</u>	Date: <u>1/30/2025</u>
	3. AS Finance reviewed: <u>A. Tan (via e-mail)</u>	Date: <u>2/13/2025</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between WHATCOM COUNTY, a municipal corporation ("Grantor" or "County") and DONALD ROY HALL AND HEATHER GINN HALL, a married couple ("Grantees" or "Halls"). Grantor and Grantees may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Grantees 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 (executed in January of 1991 and recorded at Auditor's File No. 910110133) over a portion of the County Property for the purpose of ingress and egress to the residence located on the Hall Property ("Existing Easement"); and

WHEREAS, the driveway within the Existing Easement area provides the sole means of ingress and egress to the Hall Property; and

WHEREAS, the Existing Easement had an initial term of thirty-five (35) years, with an option to renew for an additional thirty-five (35) year period; and

WHEREAS, Grantor and Grantees wish to replace the Existing Easement with a perpetual access easement appurtenant to the Hall Property; and

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantees have executed a relinquishment of the Existing Easement, recorded at Auditor's File No. 910110133; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

EASEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantees a perpetual, non-exclusive, appurtenant easement ("Easement") over that portion of the County Property legally described in **Exhibit A**, which is attached hereto and fully incorporated herein by reference ("Easement Area"). The Easement shall be subject to and governed by the terms and conditions contained herein.

2. **Easement Scope.** The Easement is for the purpose of private, non-commercial, ingress and egress to the single-family residence on the Hall Property.

3. **Consideration.** The Easement is being provided for and in consideration of Six Hundred Fifty and no/100ths dollars (\$650.00) in hand paid, the benefits derived and to be derived by the Grantor and Grantees herein, and other good and valuable consideration, receipt whereof is hereby acknowledged.

4. **New Construction.** The Easement shall not include the right to construct, obstruct or otherwise build any new structures within the Easement Area without written approval of the Grantor.

5. **Compliance with Applicable Law.** Grantees shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

6. **Rules and Regulations Concerning Use.** Notwithstanding that Grantees are granted the Easement for residential, non-commercial purposes, Grantees shall exercise their right of ingress and egress in accordance with such reasonable rules and regulations as Grantor may from time to time specify.

7. Interference with Grantor's Use of County Property.

Grantees shall exercise their rights under this Agreement so as to minimize, and to avoid if reasonably possible, interference with Grantor's use of the County Property. Use of the driveway within the Easement Area for the purpose of ingress and egress to the single-family residence on the Hall Property shall not be considered unreasonable interference with Grantor's use of the County Property. Grantee shall at all times conduct its activities on the County Property so as to not interfere with, obstruct or endanger Grantor's operations or facilities.

8. Relocation of Driveway. In the event that Grantor desires to construct facilities relating to Grantor's operations on or in the vicinity of the Easement, and the location or existence of the driveway within the Easement Area interferes with such facilities or construction thereof, or makes such construction or facilities substantially more expensive, Grantor shall have the right to relocate the driveway which is the subject matter of this easement and amend Exhibit A attached hereto if necessary. If the existing driveway is relocated, Grantor shall ensure that the relocated driveway continues to provide vehicular ingress and egress to the single-family residence on the Hall Property. Prior to any construction activity relocating or otherwise impacting the driveway, Grantor shall provide Grantees with written notice at least ninety (90) days prior commencement of said construction. During any construction to relocate the driveway or otherwise impacting the driveway, Grantor shall minimize, to the extent practicable, (1) any disruption to vehicular access to the single-family residence on the Hall Property, and (2) damage to established vegetation within the Easement Area.

9. Breach, Opportunity to Cure, and Waiver. In the event Grantees breach or fail to perform or observe any of the terms and conditions herein, and fail to cure such breach or within ninety (90) days of Grantor's giving Grantees written notice thereof, or, if not reasonably capable of being cured within such (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantees' rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure to Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default.

10. **Termination for Nonuse.** In the event Grantees, or their successors, cease to use the driveway within the Easement Area for a period of five (5) successive years, this Agreement and all of Grantees' rights hereunder shall terminate and revert to Grantor.

11. **Liabilities Surviving Termination.** No termination of this Agreement shall release Grantees from any liability or obligation with respect to any matter occurring prior to such termination.

12. **Reservation of Rights.** Grantor reserves all rights with respect to the County Property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.

13. **Indemnification by Grantees.** Grantees do hereby release, indemnify and promise to defend and hold harmless Grantor from and against, any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney's fees incurred by Grantor in defense thereof, asserting or arising directly or indirectly on or out of acts or omissions of Grantees or Grantees' servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED HOWEVER, this paragraph does not purport to indemnify Grantor against liability, loss, damage, expense, actions, and claims caused by or resulting from the negligence of Grantor or Grantor's servants, agents, employees, or contractors.

14. **Subject to Existing Rights.** The rights granted herein are subject to permits leases, licenses and easements, if any, heretofore granted by Grantor affecting the County Property. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

15. **Notice.** Notices required to be in writing under this Agreement shall be given follows:

If to Grantor: Director
 Whatcom County Parks & Recreation
 Department
 3373 Mt. Baker Highway
 Bellingham, Washington, 98226

If to Grantees: Donald Hall and Heather Hall
3303 North Shore Road
Bellingham, WA 98226

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either Party may change the address to which notices may be given by giving notice as above provided.

16. Binding on Successors & Run with the Land. This Agreement and all rights and obligations described herein shall run with the land and are appurtenant to the Hall Property and County Property as set forth above. This Agreement is binding on all parties having or acquiring and right, title, or interest in the properties described herein or any part thereof.

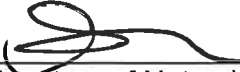
17. Modification or Termination Must be in Writing. No oral or written statements made prior or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may not be modified or terminated except by written agreement of the Parties.

18. Severability. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Number/Gender/Headings. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

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)

Shannon Batdorf

(Print or stamp name of Notary)

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

My Appointment Expires: 4/27/26

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



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 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