

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202503003


Originating Department:	Parks & Recreation								
Division/Program: (i.e. Dept. Division and Program)									
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: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<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.
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<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 This Amendment Amount: \$ - Total Amended Amount: \$ \$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: <ol style="list-style-type: none"> 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. 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: B. Knox	Date: 1/30/2025
	2. Attorney signoff: B. Waldron (via e-mail)	Date: 1/30/2025
	3. AS Finance reviewed: A. Tan (via e-mail)	Date: 2/13/2025
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Executive contract review:	Date: 3-11-25
	7. Council approved, if necessary: <u>A3 2025 - 223</u>	Date: 3-25-25
	8. Executive signed: <u>30: dln</u>	Date: 3-26-25
	9. Original to Council:	Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bennett Knox, Director 

RE: Replacement Access Easement for 3303 North Shore (access through Lake Whatcom Park)

DATE: February 25, 2025

Please find for an attached access easement as well as a companion easement relinquishment associated with a property adjacent to Lake Whatcom Park.

Background and Purpose

Private property at 3303 North Shore Road (Hall Property) benefits from an easement (executed in January 1991 and recorded as Auditor's File No. 910110133) over a portion of Lake Whatcom Park for purpose of ingress and egress along a driveway to/from the residence (see Exhibit A).

The current easement had an initial term of 35 years and is expiring in early 2026. Legally such an easement is perpetual in nature and appurtenant to the property. Upon advice of the prosecuting attorney the current easement should be relinquished and replaced with a new document that runs with the land.

Attached is an easement relinquish document to relinquish the existing easement (File No. 910110133) and a new easement which is perpetual and appurtenant to the Hall property.

Recommendation

Approval and signature for both the new access easement and relinquishment of the current easement.

Funding Amount and Source

Payment of \$650 is required from the grantee for document recording.

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this 25th day of March, 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.

20. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action arising hereunder shall be Whatcom County Superior Court.

EXECUTED as of the date hereinabove set forth.

GRANTOR:

Satpal Singh

By: 3.26.23

Its: _____

GRANTEES:

Donald Roy Hall

DONALD ROY HALL

Heather Ginn Hall

HEATHER GINN HALL

APPROVED AS TO FORM:

Approved via email BW/BK

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 25 day of February, 202_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Heather & Donald Hall, 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)

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

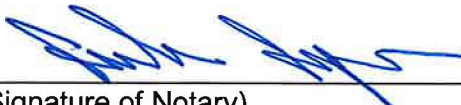


STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom)

On this 26th day of March, 2025 before
me, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared

Satpal Sidhu, 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)

Jake Logan
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Appointment Expires: 9.10.28
Notary seal, text and all notations must be inside 1" margins

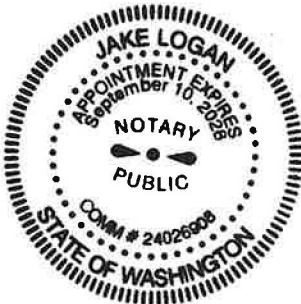


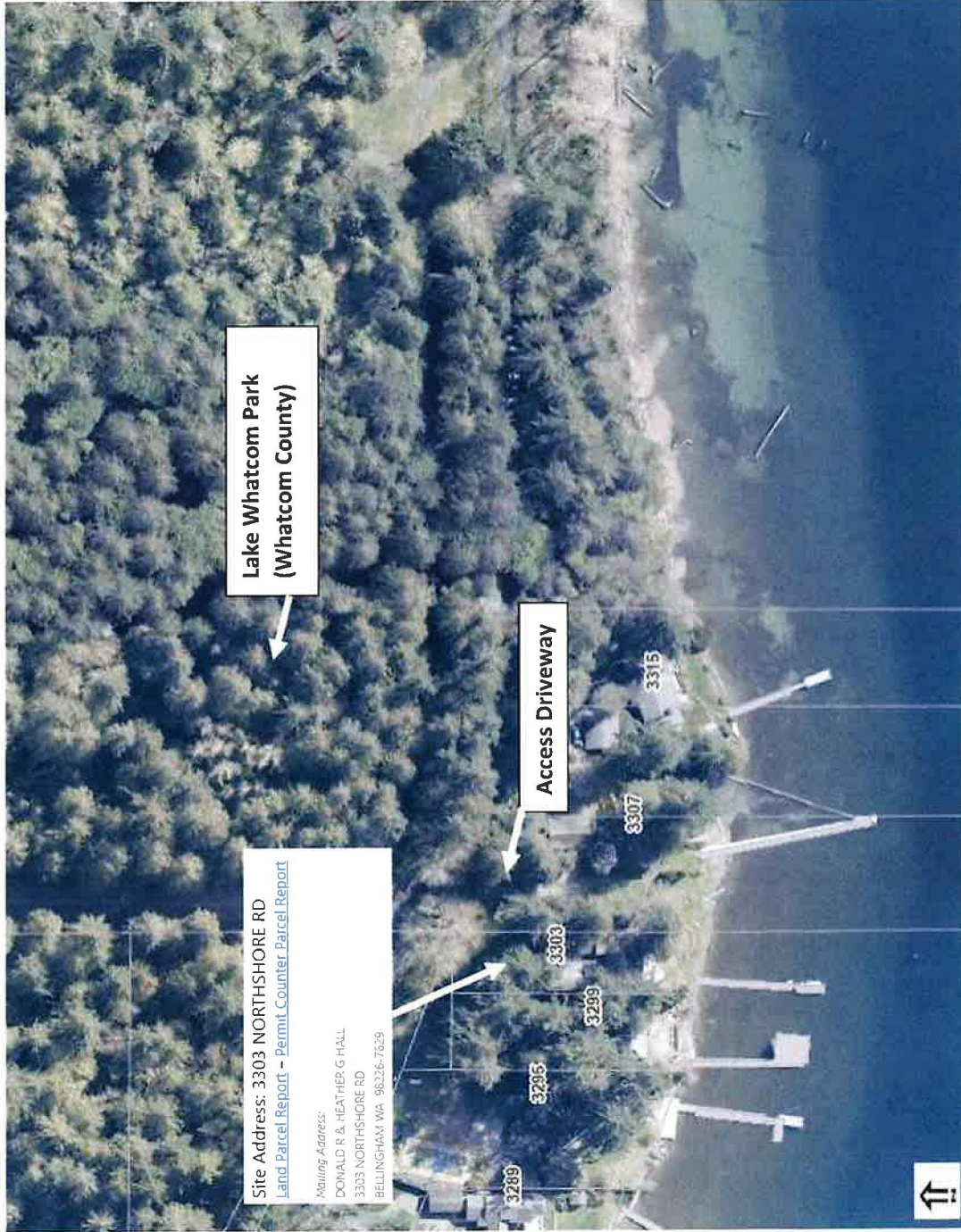
EXHIBIT A

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



Exhibit A



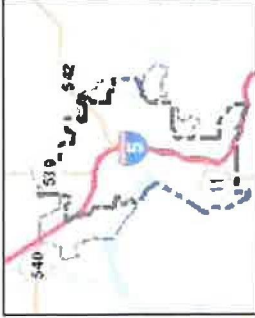
Lake Whatcom Park
(Whatcom County)

Access Driveway

Site Address: 3303 NORTSHORE RD
Land Parcel Report - Permit Counter Parcel Report

Mailing Address:

DONALD R & HEATHER G HALL
3303 NORTSHORE RD
BELLINGHAM WA 98226-7629



Legend

- Buildings
- Docks
- Tax Parcels
- Care Facility
- Hospital
- Schools
- <all other values>
- Schools
 - Colleges/Universities
 - Elementary, Middle, High Schools
 - Private School or Preschool
- Fire Stations
- City Boundary
- Urban Growth Area
- Trails
- Railroads
- Ferries
- Residential
- Street
- Interstate
- Airport
- Open Channel Streams
- Parks

Notes

Printed 1/30/2025 4:09:19 PM

248 0 124 248 Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

The City of Bellingham has compiled this information for its own use and is not responsible for any use of this information by others. The information found herein is provided simply as a courtesy to the public and is not intended for any third party use in any official, professional or other authoritative capacity. Persons using this information do so at their own risk and by such use agree to defend, indemnify and hold harmless the City of Bellingham as to any claims, damages, liabilities, losses or suits arising out of such use. Contact the Whatcom County Assessors office (360-778-5050) for the most up to date parcel information.

RETURN TO:

Donald & Heather Hall
3303 N. Shore Rd.
Bellingham, WA 98226-7529

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 25th day of March, 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.

Donald Roy Hall
DONALD ROY HALL

HEATHER GINN HALL

By: Satpal Singh
Its:

3.26.25

Approved via email BW/BK
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 25 day of February, 2025 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don & Heather Hall, 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)

Shannon Batdorf

(Print or stamp name of Notary)

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

My Appointment Expires: 4/27/20

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



STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom)

On this 26th day of March, 2025 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Satpal Sidhu, 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)

Jake Logan
(Print or stamp name of Notary)

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

My Appointment Expires: 9.10.28

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



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LEGAL DESCRIPTION OF EXISTING EASEMENT AREA

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