



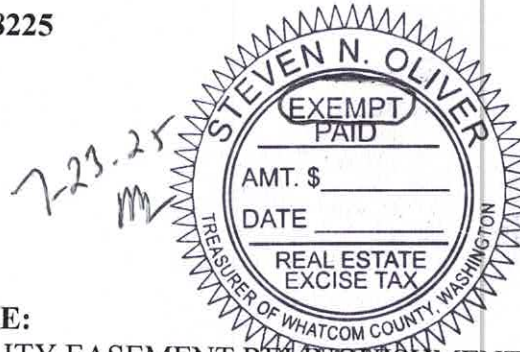
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After recording, return document to:

Terry R. Harmer and Myra H. Harmer

138 Forest Lane

Bellingham, WA 98225



DOCUMENT TITLE:

ACCESS AND UTILITY EASEMENT RELINQUISHMENT

REFERENCE NUMBER OF RELATED DOCUMENTS:

AF No. 1409371, KELLY SHORT PLAT,

AF No. 1971102793, GRANT OF EASEMENT

GRANTORS: Terry R. Harmer and Myra H. Harmer

GRANTEES: Terry R. Harmer and Myra H. Harmer

ABBREVIATED LEGAL DESCRIPTIONS:

LOTS 1 AND 2, FOREST LANE LOT LINE ADJUSTMENT, AF No. 2025-0701944

ASSESSOR'S TAX PARCEL NUMBERS:

380236 345134 0000, 380236 351128 0000

ACCESS AND UTILITY EASEMENT RELINQUISHMENT

This access and utility easement relinquishment ("relinquishment") is made and entered into this 9th day of June, 2025, by and between Terry R. Harmer and Myra H. Harmer, husband and wife, hereinafter the "Grantors" and Terry R. Harmer and Myra H. Harmer, husband and wife, hereinafter the "Grantees". Grantor and Grantee may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Grantors are the sole owners of real property in Whatcom County, which were Lots A and B of the Kelly Short Plat, recorded under Auditor's File No. 1409371, and which are now legally described as Lots 1 and 2, Forest Lane Lot Line Adjustment, recorded under Whatcom County Auditor's File No. 2025-0701944.

WHEREAS, Lot A, as established by the Kelly Short Plat, has been burdened by an Access and Utility Easement that benefits Lot B, said Grant of Easement recorded under Auditor's File No. 1971102736; and

WHEREAS, the Parties have completed a lot line adjustment that creates Lots 1 and 2, within the Forest Lane Lot Line Adjustment; and

WHEREAS, as a result of the lot line adjustment, the area of Access and Utility Easement is wholly located on Lot 2; and

WHEREAS, this Agreement is being required as a condition of the City of Bellingham's approval of the lot line adjustment; and

WHEREAS, these recitals are a material part of this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby agree as follows:

1. **Relinquishment and Extinguishment of Existing Easement.** Grantees and Grantors hereby forever relinquish all of their right, title, and interest in the existing Access and Utility Easement per Auditor's File No. 1971102736.
2. **Consideration.** No monetary consideration is being provided in exchange for the relinquishment of the easement.
3. **Effective Date.** This Agreement shall become effective upon the recording of this Agreement with the Whatcom County Auditor.
4. **Binding on Successors & Run with the Land.** This Agreement and all rights, restrictions, covenants, easements, and obligations described in this Agreement are perpetual and shall run with the land and are appurtenant to the burdened properties and shall be binding on the heirs, successors and assigns of the Parties and on all persons or entities having or acquiring any right, title or interest in Lot 1 and/or Lot 2, of the Forest Lane Lot Line Adjustment or any part thereof.
5. **Not a Public Dedication.** Nothing contained in this Agreement grants a dedication of any portion of real property to the general public or for any public use, except as may be specifically provided herein. No other right, privilege, or immunity of any Party shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.
6. **Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.
7. **Expenses and Attorney's Fees.** The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.
8. **Modification or Termination Must be in Writing.** No oral or written statements made prior to or following execution 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.

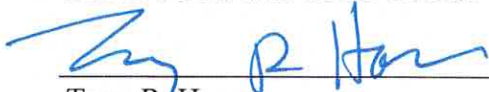
9. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such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

10. **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.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

IN WITNESS WHEREOF, the parties executed this document as of the first date written above.

GRANTORS and GRANTEES:


Terry R. Harmer


Myra H. Harmer

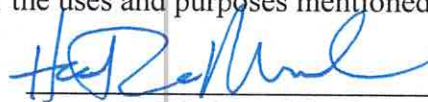
State of Washington)

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County of Whatcom)

I certify that I know or have satisfactory evidence that Terry R. Harmer and Myra H. Harmer are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instruction and acknowledged it to be the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.




Notary Public in and for the State of Washington

Dated: 6/9/2025

Residing at: Lynden, WA

My Commission Expires: 10-07-2027