



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

## Board of Directors Regular Meeting

January 23, 2025, 7:00 PM, 8 Barn View Rd. MULTIPURPOSE ROOMA

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Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda – Page 1

Item 2) Announcements -- Page 2

Item 3) Property Owner Comments – 15 Minutes Total

*Please note that comments are limited to 3 minutes per person.*

Item 4) Approval of Minutes

4a. 01/09/2025 Draft Board Meeting Minutes – Page 3

Item 5) Reports

5a. GM Report (Distributed) - Page 5

5b. Committee Updates

Item 6) Financial Report – November 2024 (Distributed) - Page 10

Item 7) Continuing Business

7a. Storm Update – Bomb Cyclone – Page 5

7b. Barn 8 Update and Discussion – Page 16

7c. Finance Committee & Long Range Planning– Volunteer Member Appointments

Item 8) New Business

8a. Dept. of Natural Resources (DNR) Lease Renewal – Page 22

Joint Aquatic Resources Permit Application (JARPA)

8b. Driveway access easement draft approval – Page 34

65 Stable Lane and adjacent properties

8c. Capital Request - Golf Maintenance Equip. – Page 40

Golf Course Dump Trailer (STEC DT610)

\$16,400.00 + \$1,443.20 WSST = \$17,843.20

8d. Approval of Year Ended 2024 Audit Engagement – Page 44

Larson Gross Assurance – Base Fee = \$37,500

8e. Approval of Short-Term Rental Task Force Resolution – Page 55

8f. SVCA Treasurer Vacancy Appointment

Adjournment

To: All Board Members

From: Keith McLean

Date: January 23, 2025

I am writing to address an important matter regarding board meeting attendance. As you know, our board meetings are crucial for the effective governance and strategic direction of SVCA. Your presence and participation are highly valued and essential to our collective success.

I understand that everyone has demanding schedules and unforeseen circumstances can arise. However, consistent attendance is vital for maintaining the momentum of our initiatives and ensuring that all voices are heard in our decision-making processes.

To support you in fulfilling your role, I would like to offer the following suggestions:

If you anticipate any conflicts with upcoming meetings, please inform us as early as possible by emailing the entire board so that we are all aware. This will allow us to make necessary adjustments or reschedule if needed.

For any meetings you may miss, we hope that you are reviewing the Board materials and watching the meetings on YouTube to keep you informed and engaged.

Your commitment to our Board is greatly appreciated. Thank you for your understanding and cooperation. Please feel free to reach out to me if you have any concerns.



## REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, January 09, 2025

Minutes

**DATE AND LOCATION:** MULTIPURPOSE ROOM A

**CALLED TO ORDER AT:** 6:02 PM

**AUDIENCE MEMBERS:** Not Recorded

**BOARD MEMBERS PRESENT:**

1. Keith McLean	4. Laurie Robinson-Zoom	7. AJ Tischleder-Excused	10. Robb Gibbs
2. Taimi Van de Polder	5. Tom Henning	8. Rick Asai-Excused	11. Daniel Rodriguez
3. Linda Bradley	6. Ray Meador-Excused	9. Stu Mitchell-Absent	

**ATTENDING:**

**Staff Members:** Michael Bennet General Manager, Spencer Huston, IT.

**Board Orientation Presenters:**

Richard Davis-Legal

Andrew Rutherford-Insurance Hub Int.

Paul McClintock-Parliamentarian

**Call to Order**

President McLean called the meeting to order at 6:02 PM.

Land Acknowledgement and Anti-Racism Statement.

**1. President called for motion to adopt the agenda.**

**Motion:** Move to adopt the agenda.

<b>Motion By:</b> Director Bradley		<b>Seconded By:</b> Director Van De Polder	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous	<b>Against:</b>	<b>Abstained</b>	

**2. Announcements.**

STR Taskforce Update

**3. Property owner comments.**

- A member of the group interested in the bicycle training project spoke about updated information sent to the Board.

**4. Board Orientation**

**4a. Legal Presentation**

5 minute recess-7:36pm

Resume meeting at 7:45pm

**4b. Insurance Presentation**

5 minute recess-8:12pm

Resume meeting at 8:18pm

**4c. Parliamentary Presentation**

**5. Consent Agenda**

**Motion:** Approve the minutes of December 12, 2024, as submitted.

<b>Motion By:</b> Director Gibbs		<b>Seconded By:</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> 4	<b>Against:</b>	<b>Abstained:</b> 1	

**6. GM December Report** (Information included in agenda packet pages 76-82.)

6a. December Report

6b. Storm Recovery Update

**7. New Business**

**7a. Finance Committee-Member Appointments**-none to submit.

**7b. Safety Committee-Member Appointments**

Debbie Davolio-need to confirm member vetted. Accepted by consensus.

**7c. Long Range Planning -Update Member Appointments**

- Gary Bara, Ken Van De Polder and Mitch Waterman (all vetted)
- Requesting Max Robinson be assigned as the Committee liaison.  
Members approved by consensus.

**7d.1 Marina Licensing Contract**

**Motion 1:** To approve the updated licensing contract for the Marina.

<b>Motion By:</b> Director Bradley		<b>Seconded By</b> Director McLean	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous	<b>Against:</b>	<b>Abstained:</b>	

**7d.2 Reinstate annual wet moorage only.**

**Motion 2:** Reconsider the 2025 marina rates to include web slip only rates, Wait List Fee language updates and changes as discussed.

<b>Motion By:</b> Director Bradley		<b>Seconded By</b> Director Van De Polder	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous	<b>Against:</b>	<b>Abstained:</b>	

**7e. Capital Request-Golf Maintenance Equipment**

**Motion:** The board of directors approve the purchase of the new Wiedenmann Terra, Spike, XFG, aerator and allocate \$57,495.36 from CRRRF.

<b>Motion By:</b> Director McLean		<b>Seconded By</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous	<b>Against:</b>	<b>Abstained:</b>	

**7f. Appeals Committee Member Appointment**

Request Director Bradley and Director Gibbs to serve on the committee.

Directors approved by consensus.

**Adjourned 10:00 PM.**

Approved by: \_\_\_\_\_

Linda Bradley, Board of Directors Secretary

# General Manager Report – January 2025

## Bomb Cyclone Storm Damage Hazard Tree Update

	2022*	2023	2024	2025 YTD
Tree Requests Identified/Received	113	118	244	11
Tree Requests Resolved by SVCA Team	76	74	155	4
Hazard Trees Evaluated by Certified Arborist			7	3
Hazard Trees Removed by Outside Contractor	33	39	83	3
Pending High Risk Trees	0	0	0	3
Pending Medium Risk Trees			2	0
Pending Low Risk Trees	4	5	4	1
<b>Cost for Contractor Hazard Tree Removal</b>	<b>\$133,291.47</b>	<b>\$133,578</b>	<b>\$279,454.14</b>	<b>\$8,810.00</b>

**Notes:**

\* 2022 data (with exception of cost) started 4/22.

Requests are by site, some sites have multiple trees.

Not all tree requests are hazard trees.

Tree Request List is a living document and updated as SVCA identifies or is notified of potential hazard trees.

SVCA staff identifies if trees are on private property or SVCA property. If it is inconclusive the property owner may need to obtain a survey.

An outside opinion is sought regarding trees that are not easily identified as high risk. Starting in 2024 a certified arborist has been consulted as needed.

The 2022 & 2023 contractor cost is from GL 6165.

The 2024 contractor cost is from my work plan spreadsheet, and does not include roadside clearing.

## Capital Projects Update

### Active Projects

#### Turf care equipment replacement

The turf dump trailer is on the Board agenda for January 23, 2025

Additional equipment and Golf Course Maintenance requests are pending for February - March

#### Adult Center HVAC & Tankless Hot Water Heater Replacement

The HVAC system was installed, and we are waiting for the final inspections to be completed.

Replacement of the water heaters has not yet been scheduled; we are waiting for the permit to be issued.

#### Clubhouse HVAC Design & Permitting

Design is complete and the permit application was submitted as planned in October. We are now waiting for the permit to be issued.

#### Bridge Design & Permitting

Design is underway, and we expect to submit for the permit in December.

#### Turf Care fencing repair

Storm damage from a large tree fell across Lake Whatcom Blvd.

#### Upcoming Maintenance Capital requests (February)

2025 Culvert Vegetation Control

2025 Fast Response

2025 On-Call Engineering

2025 Pothole & Minor Road Repairs

2025 Roads

- o Signs & Pavement Markings
- o Area-Z Bridge Replacement
- o Culvert #4 with Bridge
- o Design & permitting for 2026 projects

### Upcoming Turf Care Capital requests (February-March)

Tycrop MH400 fairway top dresser - Asset ID#1045  
Golf course cart path improvements  
Golf course bathrooms - Fixtures and Paint.  
Turf Care building renovation - pending permitting.  
Lake Louise pump station upgrade - Substantially complete  
Turf Care wash pad refurbish

### **Projects On Hold**

#### Barn 8 Siding / Structural Renovations

This project is on hold until a structural report is completed. The structural evaluation results were presented in December. PNW has provided additional cost estimates (flat roof, HVAC system, covered bridge, ADA, etc.) for the January 23 Board meeting.

### **Completed Projects**

#### Turf Care Equipment

The Weidemann Aerator machine was approved by the Board of Directors on January 9, 2025, and it is now on site and ready to work.

## **Administration**

### Activity Summary

- Finalized and mailed Marina Slip renewal forms on January 14.
- GM assimilation and integration into the GM role continues. Attended Introductory meetings with Lake Whatcom Water, Bill Helm (Views Publisher), former GM (Mitch Waterman), Teamsters Union Business Representative Derek Mansur, Insurance Brokerage, Hub International, Unilect Election Services, Parliamentarian Paul McClintock.
- Continuing to support a very high volume of new construction and exterior alteration projects.
- Planned and implemented Board Orientation on January 9, 2025. Presenters included Corporate Legal Counsel (CSD Law – Richard Davis), Hub International Insurance (Andrew Rutherford), and Parliamentarian Paul McClintock.
- GM and Allen met with Pacific Security (Mark Lann) and discussed current post orders, procedures, and initiatives to integrate applicable Security officer roles and tasks with Allen's Compliance role.
- GM will be meeting with Christ the King pastor and administrative staff next week.
- Met with Christine Perkins (Whatcom County Library System's Executive Director) and attended the Friends of the Library recognition event on January 10

### Successes

- Diane B. continues training and assimilation into the office manager position in the Administration Office.
- Allen Helvajian continues to assume increased ACC and Compliance tasks, with detailed training from Diane.

### Planned Work

- Support upcoming events.
- 2025 Marina Fees, assessments, and other fee receipts begin in January.
- Continue 2025 website updates.

# Accounting

## Activity Summary

- Completed routine work to maintain monthly financial schedule; November financials completed.
- Performed the initial stages of year-end closing procedures.
- Reconfigured the accounting system for 2025 periods and all new charge codes.
- Began procedures for preparing prior year accounting records for the annual audit (2024 Audit Engagement letter is on the January 23, 2025, agenda).

## Successes

- SVCA's collection rate continues to meet or exceed last year's performance.

## Planned Work

- Begin to close out 2024 and set up for 2025.

# Maintenance – 01/15/2025

## Activity Summary

- Completed roadside clearing of brush piles from windstorms
- Took down and stored Christmas decorations at Rec Center
- Removed damaged fence and gate at Welcome Center
- Cleared drain in women's restroom at the Marina
- Repaired heater in women's restroom at the Marina
- Cleaned parking area and exterior at the Welcome Center
- Cleaned exterior of Clubhouse
- Filled void on shoulder near 2 Marigold Drive
- Swept Marina entrance and repaired gravel parking area
- Repaired gravel shoulder at Gate 5 Entrance
- Repaired potholes at Gate 13 Entrance
- Installed new strobe lights on OP-24, OP-26, and OP-28
- Replaced stop sign on Sparrow Court
- Repaired gravel shoulder on Glacier Ridge Drive
- Refurbished ditch that was damaged on Hillside Place due to fallen tree
- Cleaned up Gate 1 Entrance
- Installed new skid plate on SP-6
- Repaired hydraulic leak and serviced backhoe
- Installed new wiring and breaker for hot water heater replacement in Dance Barn
- Removed graffiti from Welcome Center entrance
- Built and installed six more trash can containers
- Installed new eye wash stations at Area Z
- Had dumpster installed at Rec Center for winter season
- Replaced drive belt on OP-26
- Resolved connectivity issues with cameras at Tennis Courts and Area Z

## Successes

- Roadside branch clearing is complete
- Maintenance staff completed First Aid/AED training

## Challenges

- Maintenance has been short-staffed due to time off requests for various reasons

## Planned Work

- Repair fence at Turf Care (waiting on contractor)
- Replace batteries and pads on AEDs at Maintenance (parts on order)
- Snowplow training

- Install brine tank on tractor
- Repair water heater at Dance Barn
- Continue the trash can container project
- Painting at the Rec Center

## Recreation

### Activity Summary

- Onboarded Nakell into the Assistant Recreation Manager position.
- Trained Nakell to take over all event rentals & manage the facility's calendars for rentals and events.
- Onboarded a new part-time seasonal staff member. Two staff members departed after their seasonal contracts ended, and two returned for an additional 8-month term. We are currently at 2 FTEs & 5 Seasonal Employees.
- Reorganized the Holiday Closet in the dance barn.
- Signed a contract with a new fitness instructor, Ariel Szilagyi. We now have three contracted fitness instructors (2 strength & fitness and one yoga).
- Re-organized our bulletin boards & added a new one.
- Continued cleaning of facilities.
- Archived 2024 Event rentals binder.
- Created a new Kayak Renewal form & Marina Waitlist form.

### Successes

- The change to four-hour shifts for PT employees is working very well.
- Nakell has been a tremendous help in the Assistant Recreation Manager role.

### Planned Work

- Develop content for the Views.
- Complete interviews and hiring for seasonal recreation staff.
- Marina Renewals
- Kayak Renewals
- Filling the last remaining Area-Z spots
- Establishing a new Waitlist procedure to include form & fee
- Painting the Community Center 01/22 & 01/23
- All Rec Staff training & work evening on 01/23
- Evaluating Lifeguard & Water Aerobics Instructor Job Descriptions which will be posted March 1<sup>st</sup>.

## Golf

### Activity Summary

- Inactivated GHIN handicap service to members who have not renewed for 2025.
- Applied "Free Rounds" to Social and Associate members who have paid for 2025.
- Completed registration and promotional material for the 2025 PGA Jr. League.
- Updated our website with current 2025 information.
- Created flyers for Golf Club events and scheduled email distributions.
- Planned out itinerary for attending the National PGA Show at the end of January.
- Have daily meetings with Greg on course conditions and preparation for events and future projects.

### Successes

- Weather is cooperating for the start of the year.



## Challenges

- No major challenges.

## Planned Work

- Prepare for our next two winter series events, February 1<sup>st</sup> and 8<sup>th</sup>.
- Meet with the Golf Club to approve the 2025 budget.
- Work with Darren on staffing plans for the upcoming season.
- Coordinated annual golf cart maintenance with Greg and Bill.

# Turf Care

## Activity Summary

Winter maintenance practices continue:

### **Successes:**

- Equipment repair and maintenance continues.
- Meeting daily with Kevin to update course conditions and long-term strategies for the golf course.
- The bridge on the #10 scour hole was repaired per the engineer's request. Loose boards on the Driving range bridge were repaired/replaced.
- Lime application is completed for all putting greens.
- The mulching of the clubhouse surrounding gardens is well underway.
- Blackberry mowing is well underway throughout the golf course.
- Sod repairs underway to putting green.
- Sprinkler head-clearing is ongoing.
- Pull willow stump at #15 fairway.
- Sod cut chipping green leftover turf.
- Sod cut garden around #17 pump house to prepare for mulch installation.

### Challenges:

- Mostly weather-related, but still on track.

### **Planned/Ongoing Work:**

- Turf equipment preventative maintenance is ongoing.
- Planning sod nursery and chipping green rebuild for the 2025 budget year.
- #9 Green repairs are ready to start.
- Extensive tree limbing surrounding #9 green.
- Drainage work on #12 fairway/approach to wrap up.
- Large garden cleanup around the clubhouse/ 10 tee.
- Preparing temporary greens in anticipation of cooler frost delay starts on the course.
- Extensive pruning project on Willow trees throughout the course to start.

### **Weather updates and historical:**

January 1 to January 15, 2023:           **4.10" rainfall**  
January 1 to January 15, 2024:           **1.94" rainfall**

**Sudden Valley Community Association  
Balance Sheet  
November 30, 2024 and December 31, 2023**

	Unaudited** Nov 30, 2024	See Note** Dec 31, 2023	Inc / (Dec)
<b>OPERATIONS</b>			
<b>Current Assets</b>			
Operating Cash	\$ 728,927	\$ 678,244	\$ 50,683
Building Completion Deposit Fund	749,910	506,408	243,502
Member Receivables - Operations*	-	43,985	(43,985)
Other Receivables	16,605	16,560	45
Prepaid Expenses	101,889	70,215	31,674
Operating Lease ROU Assets	6,380	10,631	(4,251)
Inventory	6,378	5,659	720
<b>Total Current Assets</b>	<b>1,610,089</b>	<b>1,331,702</b>	<b>278,388</b>
<b>Current Liabilities</b>			
Accounts Payable	(126,181)	(226,676)	100,495
Accrued Vacation Liability	(85,813)	(64,195)	(21,618)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(182,178)	(224,404)	42,226
Building Completion Deposits	(749,910)	(506,408)	(243,502)
Other Refundable Deposits	(9,756)	(5,896)	(3,860)
Operating Lease Liability	(6,380)	(10,631)	4,251
Prepaid Golf Memberships	(48,680)	(112,089)	63,409
<b>Total Current Liabilities</b>	<b>(1,208,898)</b>	<b>(1,214,413)</b>	<b>5,515</b>
<b>Deferred Lease Revenue Liabilities</b>			
Deferred Library Lease Revenue	(36,667)	-	(36,667)
<b>Total Deferred Lease Revenue Liabilities</b>	<b>(36,667)</b>	<b>-</b>	<b>(36,667)</b>
<b>Operating Reserve Funds</b>			
Emergency Operating Cash	363,701	362,252	1,449
Undesignated Reserves Cash	287,340	306,265	(18,925)
<b>Total Operating Reserve Funds</b>	<b>651,041</b>	<b>668,517</b>	<b>(17,476)</b>
<b>Net Operating Assets</b>	<b>\$ 1,015,565</b>	<b>\$ 785,806</b>	<b>\$ 229,760</b>
<b>CAPITAL</b>			
<b>Capital Current Assets</b>			
CRRRF (Capital Repair & Replacement) Cash Fund	3,174,357	3,627,018	(452,661)
Roads Reserve Cash Fund	2,008,401	2,034,275	(25,874)
Board Density Reduction Cash Fund	87,876	87,688	188
Mailbox Cash Fund	149,769	126,445	23,324
CRRRF Capital Reserve Holding Cash	219,549	222,019	(2,470)
Mitigation Assignment of Savings Cash	49,812	49,688	124
LWWSD Assignment of Savings Cash	14,935	101,840	(86,905)
Member Receivables - Capital**	-	16,112	(16,112)
<b>Total Capital Current Assets</b>	<b>5,704,699</b>	<b>6,265,085</b>	<b>(560,386)</b>
<b>Capital Fixed Assets</b>			
Fixed Assets	17,080,459	15,373,162	1,707,297
Finance ROU Assets	65,145	136,464	(71,319)
Lots Held for Sale	236,456	236,456	-
<b>Total Capital Assets</b>	<b>17,382,060</b>	<b>15,746,082</b>	<b>1,635,978</b>
<b>Long Term Liabilities</b>			
CRRRF Loan 2022	(1,575,459)	(1,799,425)	223,965
Finance Leases	(49,506)	(106,596)	57,090
<b>Total Long Term Liabilities</b>	<b>(1,608,834)</b>	<b>(1,906,021)</b>	<b>297,187</b>
<b>NET ASSETS</b>	<b>\$ 22,493,491</b>	<b>\$ 20,890,952</b>	<b>\$1,602,539</b>
<b>MEMBER EQUITY</b>			
<b>Member Equity</b>			
Current Year Net Income: Operations	356,734	463,239	(106,505)
Net Income: Rec Special Assmt	-	(180,468)	180,468
Transfers Out from Operations to Capital	(145,600)	(32,799)	(112,801)
Current Year Net Income: Capital**	1,249,155	1,471,336	(222,181)
Transfers Into Capital from Operations	145,600	32,799	112,801
Retained Earnings**	5,232,892	4,950,121	282,771
Capital**	15,654,710	14,186,724	1,467,986
<b>TOTAL MEMBER EQUITY</b>	<b>\$ 22,493,491</b>	<b>\$20,890,952</b>	<b>\$1,602,539</b>

\* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal financial statement purposes. As per SVCA policy, Management continues to pursue collection of these receivables via all avenues allowed by Washington State laws. In addition, the Association records and bills finance charges on receivables that are thirty days past due at 1% per month. At November 30, 2024, and December 31, 2023, the balances of receivables written off were \$781,380 and \$623,674, respectively.

\*\* Beginning with the 2020 year end audited financial statements, Accounting Standards Codification (ASC) 606 requires issued audited financial statements to reclassify unspent capital dues revenue, including related capital transfer fee collections, as a contract liability balance (unearned revenue), which is then reversed out in future years when capital dues/capital transfer fee collections are actually expended on capital related expenditures. This particular accounting standard change is only incorporated into the issued audited financial statements and is not factored into SVCA's internal monthly statements as it would obscure the reality of monthly capital dues/capital transfer fee revenues collected for internal monthly presentation purposes. See SVCA's 2020 through 2023 audited financial statements (2023 represents the most recently issued audited statements), which fully incorporate ASC 606 and comply with Generally Accepted Accounting Principals (GAAP).

**Sudden Valley Community Association  
Income Statement Summary**

<u>UNAUDITED</u>	<u>Current Month - November 2024</u>			<u>Year to Date - 11 Months Ending 11/30/2024</u>			
	<u>Operations &amp; Operating Reserves</u>	<u>Operations Better / (Worse) Budget</u>	<u>Capital Reserves**</u>	<u>Operations &amp; Operating Reserves</u>	<u>Operations Better / (Worse) Budget</u>	<u>Coll %</u>	<u>Capital Reserves**</u>
<b>REVENUE</b>							
Current Year Dues & Assessments Income							
Dues & Assessments Income	222,528		230,678	2,450,060			2,540,055
Bad Debt Reserve	(10,623)		(1,860)	(55,706)			(38,765)
Net Current Year Assessment Income	<u>211,905</u>	<u>622</u>	<u>228,818</u>	<u>2,394,354</u>	<u>70,237</u>	97.7%	<u>2,501,290</u>
Bad Debt Recoveries - Prior Years			407				25,286
Golf Income	30,905	(4,565)	-	1,393,260	130,520		-
Marina Income	-	-	-	240,977	47,257		-
Rec Center & Pools Income	482	482	-	32,911	11,011		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	1,434	(3,260)	-	136,703	52,996		-
Rental Income - Other	895	583	-	13,059	5,077		-
Area Z Rental Income	692	692	-	20,399	(3,601)		-
Lease Income	5,632	1,486	-	60,736	15,130		-
New Home Construction Fees	21,000	21,000	-	228,150	153,150		2,500
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		1,368
Investment Income	767	675	3,093	8,329	7,320		42,739
<b>Total Revenue</b>	<b><u>273,712</u></b>	<b><u>17,715</u></b>	<b><u>232,318</u></b>	<b><u>4,528,878</u></b>	<b><u>489,097</u></b>		<b><u>2,573,183</u></b>
<b>EXPENSES</b>							
Salaries & Benefits	163,502	17,655	-	2,089,361	149,001		-
Contracted & Professional Services	21,108	(9,498)	-	269,251	(115,722)		-
CC&Rs/ Mandates	41,269	(713)	-	499,257	(92,971)		-
Maintenance & Landscaping	13,814	17,864	-	390,026	24,193		-
Utilities	10,858	(507)	-	186,540	(5,269)		-
Administrative	11,578	(4,445)	-	165,854	(16,407)		-
Regulatory Compliance	104,374	(91,517)	-	303,295	(128,484)		-
Insurance Premiums	16,254	(2,023)	-	173,681	(17,134)		-
Other Expenses	-	84	-	-	917		-
Depreciation Expense	-	-	108,719	-	-		1,245,687
Interest expense	-	-	5,534	-	-		62,229
<b>Total Expenses</b>	<b><u>382,757</u></b>	<b><u>(73,100)</u></b>	<b><u>114,253</u></b>	<b><u>4,077,265</u></b>	<b><u>(201,876)</u></b>		<b><u>1,307,916</u></b>
<b>Net Income (Loss)</b>	<b><u>(109,045)</u></b>	<b><u>(55,385)</u></b>	<b><u>118,065</u></b>	<b><u>451,613</u></b>	<b><u>287,221</u></b>		<b><u>1,265,267</u></b>
<b>Net UDR Activity for Operations</b>							
Firewise	-			(5,734)			
Hazardous Tree Removal	-			(55,000)			
GM Recruiting Search	-			(24,495)			
Legal Expenses - Past Due Account Collections	(1,273)			(3,213)			
<b>Net Income (Loss) with Board Approved UDR</b>	<b><u>(110,318)</u></b>	<b><u>(55,385)</u></b>	<b><u>118,065</u></b>	<b><u>363,171</u></b>	<b><u>287,221</u></b>		<b><u>1,265,267</u></b>
<b>Other Activity</b>							
Net Other UDR Activity*	2,354			55,832			
AR Accrual - Prior Year Reversal	-		-	(43,985)			(16,112)
AR Accrual - Current Year	-		-	-			-
Lease Income- Library Prepaid Recognized	667			3,333			
Vacation Liability Accrual	(4,301)			(21,617)			
<b>Total Other Activity</b>	<b><u>(1,280)</u></b>		<b><u>-</u></b>	<b><u>(6,437)</u></b>			<b><u>(16,112)</u></b>
<b>Grand Total Activity</b>	<b><u>(111,598)</u></b>	<b><u>(55,385)</u></b>	<b><u>118,065</u></b>	<b><u>356,734</u></b>	<b><u>287,221</u></b>		<b><u>1,249,155</u></b>

\*Prior year recoveries for operations are deposited into the Undesignated Reserve Account (UDR).

\*\*Refer to the last footnote on the Balance Sheet (prior page) for a discussion of Accounting Standards Codification (ASC) 606 and capital dues revenue collections.

**Sudden Valley Community Association**  
**Reserve Cash Balance & Activity**  
**11 Months Actual, 1 Months Projected**

UNAUDITED

	Capital Reserve Funds						Operating Reserve Funds			
	CRRRF	Roads	CRRRF Capital Reserve Holding Cash	Board Density Reduction	Mailbox	Mitigation Assignment of Savings*	Total Capital Reserve Funds	Emergency Ops	UDR	Total Operating Reserve Funds
<b>Net Available Cash 12/31/2023</b>	<b>3,627,018</b>	<b>2,034,275</b>	<b>222,019</b>	<b>87,688</b>	<b>126,445</b>	<b>151,528</b>	<b>\$ 6,248,973</b>	<b>362,252</b>	<b>306,265</b>	<b>\$ 668,517</b>
Dues Received	1,224,041	1,265,683		-	22,784		2,512,507	-	87,631	87,631
Storm Water Mitigation Plan Fee		2,500					2,500			-
Investment Income	24,417	16,573	879	188	540	142	42,739	1,449	1,238	2,687
Sale of Assets	1,368			-			1,368			-
Board Approved Transfer- Marina Dock Replacement	105,600									-
Board Approved Transfer- Other Transfers	40,000						40,000			-
Mitigation Release	-	86,923				(86,923)	-			-
2024 Expenditures	(1,848,087)	(1,397,553)	(3,350)	-	-		(3,248,989)		(107,794)	(107,794)
<b>Net Available Cash at 11/30/2024</b>	<b>3,174,357</b>	<b>2,008,401</b>	<b>219,549</b>	<b>87,876</b>	<b>149,769</b>	<b>64,747</b>	<b>\$ 5,704,699</b>	<b>363,701</b>	<b>287,340</b>	<b>\$ 651,041</b>
1 Month Outlook										
Outlook - 2024 Dues (95% collections)	107,035	110,089			1,987		\$ 219,111			\$ -
Outlook - Prior Year Collections	1,658	1,705			31		3,394		3,273	3,273
CRRRF Loan Payments for year 2024	(27,753)						(27,753)			-
Obligated Expenses/Holdings	(944,154)	(167,540)	(219,549)			(64,747)	(1,395,989)		(34,476)	(34,476)
<b>Net Usable Cash Balance 12/31/2024</b>	<b>2,311,143</b>	<b>1,952,656</b>	<b>-</b>	<b>87,876</b>	<b>151,787</b>	<b>-</b>	<b>\$ 4,503,461</b>	<b>363,701</b>	<b>256,137</b>	<b>\$ 619,837</b>
Board Recommended Carryover Balance	(600,000)	(500,000)					\$ (1,100,000)			\$ -
<b>Net Usable Cash 12/31/2024, After Recommendation</b>	<b>\$ 1,711,143</b>	<b>\$ 1,452,656</b>	<b>\$ -</b>	<b>\$ 87,876</b>	<b>\$ 151,787</b>	<b>\$ -</b>	<b>\$ 3,403,461</b>	<b>\$ 363,701</b>	<b>\$ 256,137</b>	<b>\$ 619,837</b>
<b>Net Current Year Cash Increase (Decrease)</b>	<b>(1,315,875)</b>	<b>(81,619)</b>	<b>(222,019)</b>	<b>188</b>	<b>25,342</b>	<b>(151,528)</b>	<b>\$ (1,745,512)</b>	<b>1,449</b>	<b>(50,128)</b>	<b>\$ (48,680)</b>

\*Note, when mitigation period has ended, unspent funds will be returned to the source account, Roads and CRRRF.

**Sudden Valley Community Association  
Operations - By Department  
November 1, 2024 to November 30, 2024  
CURRENT MONTH**

Whole \$

**UNAUDITED**

<u>Department</u>	<u>Actual Revenue</u>	<u>Revenue B / (W)</u>	<u>Actual Salary Benefits</u>	<u>Salary &amp; Benefits B / (W)</u>	<u>Actual Other Expense *</u>	<u>Other Exp B / (W)*</u>	<u>Net Income / (Loss) *</u>	<u>Net B / (W)*</u>
ACC / Security	18,450	18,221	-	7,099	126,061	(89,886)	(107,611)	(64,566)
Accounting	902	(331)	28,294	(125)	8,167	(2,955)	(35,559)	(3,411)
Administration	656	591	31,857	4,274	7,702	4,880	(38,903)	9,745
Common Costs	3,194	(65)	-	-	34,207	(8,998)	(31,013)	(9,063)
Facilities	6,323	2,177	3,769	458	4,106	4,996	(1,552)	7,631
Maintenance	-	-	35,860	(1,093)	18,458	(1,355)	(54,318)	(2,448)
Subtotal	<u>29,525</u>	<u>20,593</u>	<u>99,780</u>	<u>10,613</u>	<u>198,701</u>	<u>(93,318)</u>	<u>(268,956)</u>	<u>(62,112)</u>
Golf	30,905	(4,565)	53,087	5,255	15,810	4,064	(37,992)	4,754
Marina	-	-	-	-	881	207	(881)	207
Rec/ Pools/ Parks	1,377	1,065	10,635	1,787	3,863	(1,708)	(13,121)	1,144
Subtotal	<u>32,282</u>	<u>(3,500)</u>	<u>63,722</u>	<u>7,042</u>	<u>20,554</u>	<u>2,563</u>	<u>(51,994)</u>	<u>6,105</u>
Subtotal Operations before Ops Dues	<u>61,807</u>	<u>17,093</u>	<u>163,502</u>	<u>17,655</u>	<u>219,255</u>	<u>(90,755)</u>	<u>(320,950)</u>	<u>(56,007)</u>
Ops Dues Earned	222,528						222,528	
Curr Yr Bad Debts Activity	(10,623)						(10,623)	
Net Ops Dues	<u>211,905</u>	<u>622</u>					<u>211,905</u>	<u>622</u>
<b>Net Operations</b>	<u><b>273,712</b></u>	<u><b>17,715</b></u>	<u><b>163,502</b></u>	<u><b>17,655</b></u>	<u><b>219,255</b></u>	<u><b>(90,755)</b></u>	<u><b>(109,045)</b></u>	<u><b>(55,385)</b></u>
<b>Net BOD Approved UDR Activity for Operations</b>								
Firewise	-		-		-		-	
Hazardous Tree Removal	-		-		-		-	
GM Recruiting Search	-		-		-		-	
Legal Expenses - Past Due Account Collections	-		-		1,273		(1,273)	
<b>Net Operations with Board Approved UDR</b>	<u><b>273,712</b></u>	<u><b>17,715</b></u>	<u><b>163,502</b></u>	<u><b>17,655</b></u>	<u><b>220,528</b></u>	<u><b>(90,755)</b></u>	<u><b>(110,318)</b></u>	<u><b>(55,385)</b></u>
<b>Other Operating Activity</b>								
UDR Activity	2,645				291		2,354	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Lease Income- Library Prepaid Recognized	667				-		667	
Vacation Liability Accrual	-				4,301		(4,301)	
<b>Total Other Operating Activity</b>	<u>3,312</u>				<u>4,592</u>		<u>(1,280)</u>	
<b>Grand Total Operations Activity</b>	<u><b>277,024</b></u>	<u><b>17,715</b></u>	<u><b>163,502</b></u>	<u><b>17,655</b></u>	<u><b>225,120</b></u>	<u><b>(90,755)</b></u>	<u><b>(111,598)</b></u>	<u><b>(55,385)</b></u>

\* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

**Sudden Valley Community Association**  
**Operations - By Department**  
**January 1, 2024 to November 30, 2024**

Whole \$

YEAR TO DATE

**UNAUDITED**

<u>Department</u>	<u>Actual Revenue</u>	<u>Revenue B / (W)</u>	<u>Actual Salary Benefits</u>	<u>Salary &amp; Benefits B / (W)</u>	<u>Actual Other Expense *</u>	<u>Other Exp B / (W)*</u>	<u>Net Income / (Loss) *</u>	<u>Net B / (W)*</u>
ACC / Security	291,156	213,635	-	81,230	567,713	(226,717)	(276,557)	68,148
Accounting	24,924	(15,343)	324,459	(2,107)	86,735	(19,153)	(386,270)	(36,603)
Administration	6,224	4,139	400,923	12,594	123,726	(24,161)	(518,425)	(7,428)
Common Costs	43,745	7,903	-	-	450,295	(109,989)	(406,550)	(102,086)
Facilities	81,135	11,529	43,085	5,121	131,938	54,945	(93,888)	71,595
Maintenance	-	-	350,151	14,419	83,543	34,067	(433,694)	48,486
Subtotal	<b>447,184</b>	<b>221,863</b>	<b>1,118,618</b>	<b>111,257</b>	<b>1,443,950</b>	<b>(291,008)</b>	<b>(2,115,384)</b>	<b>42,112</b>
Golf	1,393,260	130,520	731,043	40,200	402,096	(49,784)	260,121	120,936
Marina	248,110	50,390	-	-	13,432	2,965	234,678	53,355
Rec/ Pools/ Parks	45,970	16,088	239,700	(2,456)	128,426	(13,051)	(322,156)	581
Subtotal	<b>1,687,340</b>	<b>196,998</b>	<b>970,743</b>	<b>37,744</b>	<b>543,954</b>	<b>(59,870)</b>	<b>172,643</b>	<b>174,872</b>
Subtotal Operations before Ops Dues	<b>2,134,524</b>	<b>418,861</b>	<b>2,089,361</b>	<b>149,001</b>	<b>1,987,904</b>	<b>(350,878)</b>	<b>(1,942,741)</b>	<b>216,984</b>
Ops Dues Earned	2,450,060						2,450,060	
Curr Yr Bad Debts Activity	(55,706)						(55,706)	
Net Ops Dues	<u>2,394,354</u>	<u>70,237</u>					<u>2,394,354</u>	<u>70,237</u>
<b>Net Operations</b>	<b><u>4,528,878</u></b>	<b><u>489,098</u></b>	<b><u>2,089,361</u></b>	<b><u>149,001</u></b>	<b><u>1,987,904</u></b>	<b><u>(350,878)</u></b>	<b><u>451,613</u></b>	<b><u>287,221</u></b>
<b>Net BOD Approved UDR Activity for Operations</b>								
Firewise	-		-		5,734		(5,734)	
Hazardous Tree Removal	-		-		55,000		(55,000)	
GM Recruiting Search	-		-		24,495		(24,495)	
Legal Expenses - Past Due Account Collections	-		-		3,213		(3,213)	
<b>Net Operations with Board Approved UDR</b>	<b><u>4,528,878</u></b>	<b><u>489,098</u></b>	<b><u>2,089,361</u></b>	<b><u>149,001</u></b>	<b><u>2,076,346</u></b>	<b><u>(350,878)</u></b>	<b><u>363,171</u></b>	<b><u>287,221</u></b>
<b>Other Operating Activity</b>								
UDR Activity	75,717				19,885		55,832	
AR Accrual - Prior Year Reversal	(43,985)				-		(43,985)	
AR Accrual - Current Year	-				-		-	
Lease Income- Library Prepaid Recognized	3,333				-		3,333	
Vacation Liability Accrual	-				21,617		(21,617)	
<b>Total Other Operating Activity</b>	<b><u>35,065</u></b>				<b><u>41,502</u></b>		<b><u>(6,437)</u></b>	
<b>Grand Total Operations Activity</b>	<b><u>4,563,943</u></b>	<b><u>489,098</u></b>	<b><u>2,089,361</u></b>	<b><u>149,001</u></b>	<b><u>2,117,848</u></b>	<b><u>(350,878)</u></b>	<b><u>356,734</u></b>	<b><u>287,221</u></b>

\* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

	SVCA Owned Lots																											LLE & CTB	Dues Exempt	Total Non-Billable Lots	Total All Lots				
	Actual Year Prepaid			Actual Current			Actual 1 Mth Due		Actual 2 Mth Due		Actual 3 Mth Due		Actual 4+ Mth Due		Pmt Plans		Total Prepaid & Current			Total Not Current			Total Billable Lots			Restricted						Perm	WD10	Avail.	Total
	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Total									
Jan	20	96	116	301	2,517	2,818	24	62	5	13	1	11	16	40	1	14	321	2,613	2,934	47	140	187	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641		
Feb	22	104	126	303	2,508	2,811	14	59	10	22	3	6	15	42	1	12	325	2,612	2,937	43	141	184	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641		
Mar	23	114	137	307	2,510	2,817	11	57	4	9	4	7	17	44	1	12	330	2,624	2,954	37	129	166	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641		
Apr	27	121	148	308	2,532	2,840	5	31	4	13	1	4	21	38	1	14	335	2,653	2,988	32	100	132	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641		
May	28	123	151	304	2,508	2,812	13	58	3	11	0	6	18	34	1	13	332	2,631	2,963	35	122	157	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641		
Jun	29	136	165	293	2,482	2,775	17	65	9	17	1	5	16	37	2	11	322	2,618	2,940	45	135	180	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641		
Jul	31	152	183	293	2,476	2,769	11	51	7	15	7	10	16	35	2	14	324	2,628	2,952	43	125	168	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641		
Aug	31	169	200	293	2,436	2,729	8	79	4	10	6	9	22	37	2	14	324	2,605	2,929	42	149	191	366	2,754	3,120	774	0	3	777	738	6	1,521	4,641		
Sep	34	201	235	290	2,427	2,717	11	58	0	14	4	6	24	35	2	13	324	2,628	2,952	41	126	167	365	2,754	3,119	774	0	3	777	739	6	1,522	4,641		
Oct	51	298	349	281	2,350	2,631	6	53	2	4	0	6	23	31	2	12	332	2,648	2,980	33	106	139	365	2,754	3,119	774	0	3	777	739	6	1,522	4,641		
Nov	108	728	836	218	1,904	2,122	9	55	4	20	2	2	21	33	3	12	326	2,632	2,958	39	122	161	365	2,754	3,119	774	0	3	777	739	6	1,522	4,641		
Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

LLE = Lot Line Eraser  
 CTB = Covenant to Bind

**Barn 8 - Preliminary Budget by Grouping**

**January 16, 2025**

Priority Group	No.	Item	Description	Mitigation	Notes	Preliminary Budget	Construction Duration Estimate
		Mobilization			Assumes 1 mobilization with phased work. Includes performance and payment bonds, and builders risk insurance.	\$ 160,000.00	Incidental to below estimates
					<b>Subtotal</b>	<b>\$ 160,000.00</b>	
1.1		Dance Floor Ceiling	Remove and replace for access.	None - Access Only	G1, G2, G3, G9, and L5 require ceiling removal for access.	\$ 135,000.00	Allow 8 weeks for construction and 4 weeks for engineering verification for Priority 1.1 Items
1.1	G1	Gambrel Truss Member Connections	Inadequate connection between some members of the gambrel trusses.	Add additional side plates with screws or bolts between members.		\$ 8,000.00	
1.1	G2	Gambrel Truss Hold Downs	No wind uplift anchorage to support framing from trusses to supports.	Add Simpson Strong Tie hurricane ties from trusses to beams below.		\$ 7,300.00	
1.1	G3	Gambrel Truss Support Framing	Limited connection between girder and column.	Add column caps or light gauge clips to tie girder to column.		\$ 9,300.00	
1.1	G9	Wind Uplift Anchorage	Wind uplift anchorage was not present on typical roof framing.	Install light gauge framing connectors between framing and support structure to resist wind uplift.	Only dance floor ceiling.	\$ 9,100.00	
1.1	L5	Gambrel Truss Lateral Loads	Truss inadequate to resist horizontal loading.	Tie the gambrel trusses to adjacent roof diaphragm with straps, strengthen diaphragm to resist load from trusses and add/or add interior shear walls.		\$ 8,500.00	
					<b>Subtotal</b>	<b>\$ 177,200.00</b>	
1.2		1st Floor Ceiling Below Dance Floor	Remove and replace for access.	None - Access Only	Remove drop ceiling and drywall for installation of G4 and G5, and restore.	\$ 113,000.00	Allow 8 weeks for construction and 4 weeks for engineering verification for Priority 1.2 Items
1.2		1st Floor Ceiling Below Dance Floor	Remove and replace for access.	None - Access Only	Utility conflict allowance for installation of G4 and G5 - remove and reinstall - electrical, water, etc. Quantity unknown - preliminary budget allowance.	\$ 60,000.00	
1.2	G4	Timber Columns	Lacking positive connections top and bottom.	Add light gauge clips or column caps and bases to columns.		\$ 6,700.00	
1.2	G5	12x12 Assembly Floor Girders	Inadequate capacity for 12x12 girders in dance hall.	Strengthen girders by sistering steel channels to sides of girders.		\$ 108,000.00	
					<b>Subtotal</b>	<b>\$ 287,700.00</b>	
1.3	G8	Material Decay	Material decay found on exterior wall and miscellaneous roof framing.	Replace members.	Fix as discovered. Quantity of repair is unknown. Budget allowance identified.	\$ 250,000.00	Incidental to other estimates



						<b>Subtotal</b>	<b>\$ 250,000.00</b>	
2.1	G9	Wind Uplift Anchorage	Wind uplift anchorage was not present on typical roof framing.	Install light gauge framing connectors between framing and support structure to resist wind uplift.	Non-dance floor ceiling locations on 2nd floor.	\$	8,500.00	Allow 1 week for Priority 2.1
						<b>Subtotal</b>	<b>\$ 8,500.00</b>	
2.2		Roof	Remove and replace.	None - Access Only	Remove metal roof and replace. Metal budget to match metal roof on Maintenance Shop.	\$	490,000.00	Allow 8 weeks for Priority 2.2 Items
2.2	L1	Inadequate Diaphragms	Horizontal sheathed floor and roof diaphragms are inadequate.	Install plywood sheathing over the floor and roof decking.	Roof plywood decking only.	\$	34,000.00	
						<b>Subtotal</b>	<b>\$ 524,000.00</b>	
2.3		Dance Floor	Remove and replace.	None - Access Only	Remove existing wood floor and replace.	\$	126,000.00	Allow 5 weeks for Priority 2.3 Items
2.3	L1	Inadequate Diaphragms	Horizontal sheathed floor and roof diaphragms are inadequate.	Install plywood sheathing over the floor and roof decking.	Floor plywood decking only.	\$	57,300.00	
						<b>Subtotal</b>	<b>\$ 183,300.00</b>	
2.4		Siding	Remove and replace.	None - Access Only	Remove existing siding and replace.	\$	220,000.00	Allow 12 weeks for construction and 4 weeks for engineering verification for Priority 2.4 Items
2.4	L2	East and West Shear Wall Sheathing	Wall sheathing overstressed on east and west walls. No wall sheathing above the wall top plate.	Add blocking to sheathing panel edges, install sheathing above the lower wall top plate on the gable end walls and/or add interior shear walls.	Assume no interior shear walls, and only exterior with siding project.	\$	17,000.00	
2.4	L3	Sill Bolts	Sill bolts on the east and west shear walls are inadequate.	Install additional sill epoxy anchors these walls		\$	16,000.00	
2.4	L4	Shear Wall Holdowns	No holdowns at existing shear walls.	Install post installed epoxy anchors with light gauge holdowns to wood posts at ends of shear walls.		\$	7,000.00	
2.4	L6	Gambrel End Walls	Diagonal Timber Framing at End Walls	Install plywood sheathing over the existing wall framing to create a shear wall and/or add interior shear walls.	Assume no interior shear walls, and only exterior with siding project.	\$	21,000.00	
						<b>Subtotal</b>	<b>\$ 281,000.00</b>	
3	G6	Foundations at East and West Walls	No foundations on the east or west side walls.	Add concrete foundations below walls that epoxy doweled into existing concrete.	Assumes phased approach at 20' increments.	\$	102,000.00	Allow 8 weeks for construction and 4 weeks for engineering verification for Priority 3 Items
3	G7	Foundations Below Columns Supporting Steel Beam	Foundations were too small below columns supporting the steel beam at the gym entrance.	Epoxy dowel into existing footing and increase size of the footing.		\$	23,000.00	

3	G10	Stemwall to Footing Connection	Connection between concrete stemwall and foundation appeared missing.	Install supplemental steel or core drilled rebar to attach stemwall and foundation together.	Supplemental steel assumed.	\$ 4,000.00	
<b>Subtotal</b>						<b>\$ 129,000.00</b>	

<b>Combined Subtotal</b>	<b>\$ 2,000,700.00</b>	<b>Allow 66 weeks to complete all repairs assuming phased approach</b>
WSST at 8.8%	\$ 176,061.60	
Total Preliminary Construction Estimate with WSST	\$ 2,176,761.60	
Structural Design Estimate	\$ 120,000.00	\$60,000 permit design plus \$60,000 construction review/redesign
Architectural Design Estimate	\$ 20,000.00	
Special Inspections Allowance	\$ 20,000.00	
Permit Fees Allowance	\$ 15,000.00	
Construction Management Allowance	\$ 70,000.00	
<b>Total Preliminary Budget</b>	<b>\$ 2,421,761.60</b>	
Contingency at 20%	\$ 484,352.32	
<b>Total Preliminary Budget with 20% Contingency</b>	<b>\$ 2,906,113.92</b>	

Note: Priority group has subgroups just for tracking purposes. Priority 1.1 doesn't have a higher priority than 1.2. Priority 1 does have a higher priority than 2.

The above estimate doesn't include flat roof replacement, HVAC replacement, exterior doors and windows replacement, or covered bridge replacement - other scopes in the initial siding project.

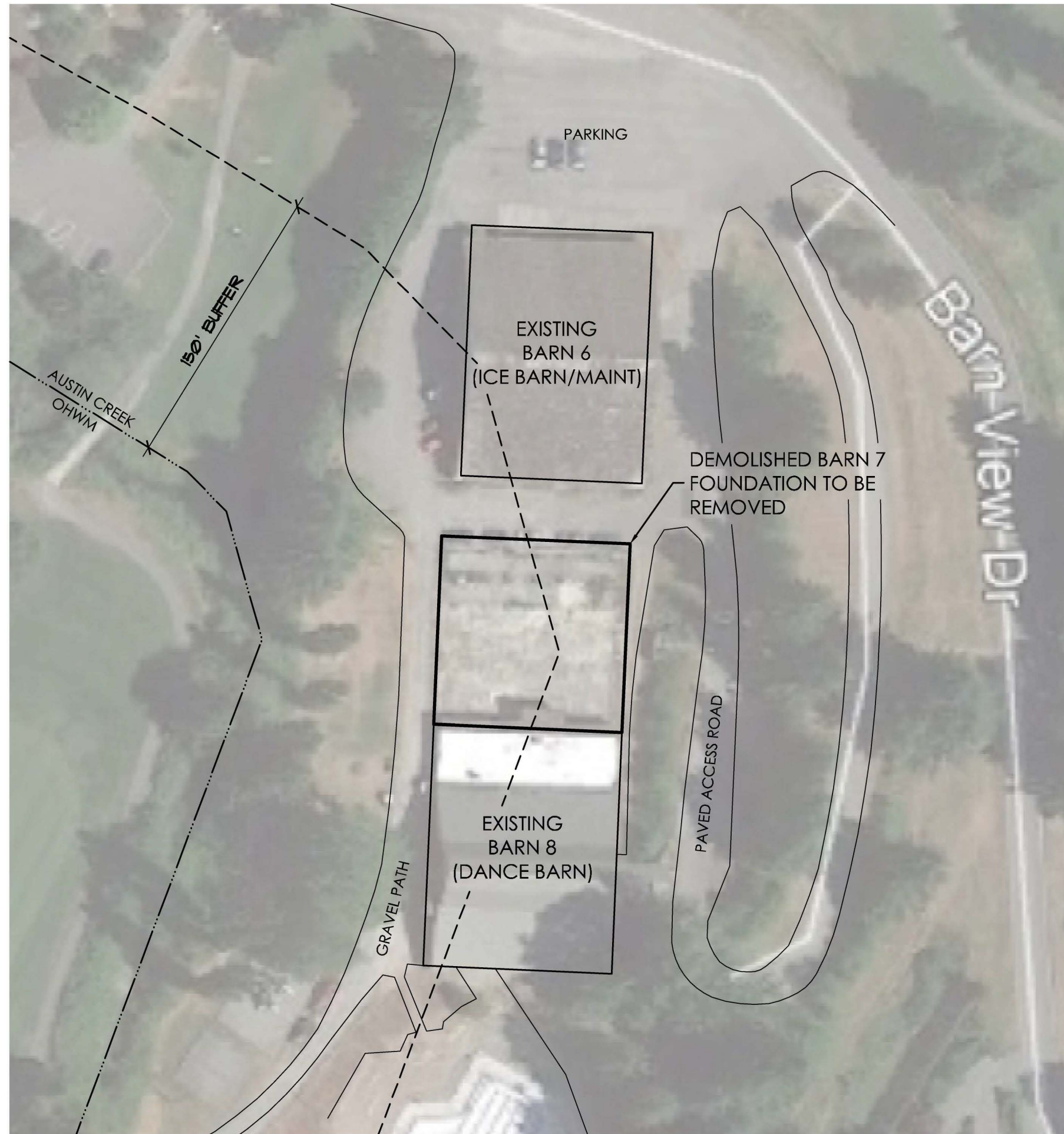
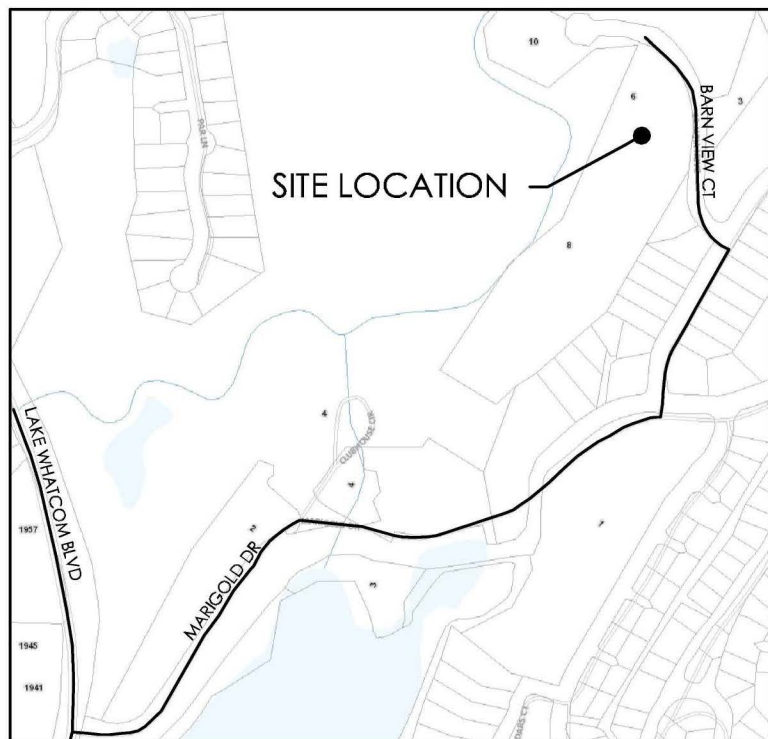
The above budget assumes 1 mobilization with a phased construction approach. Phase 2 of the Structural Evaluation is assumed to happen after construction starts as each phase occurs to verify permit design is adequate. Engineering budget is doubled as an allowance to accommodate a phased approach to keep the building functional except where work is occurring.

### Additional Items not Included in Structural Evaluation

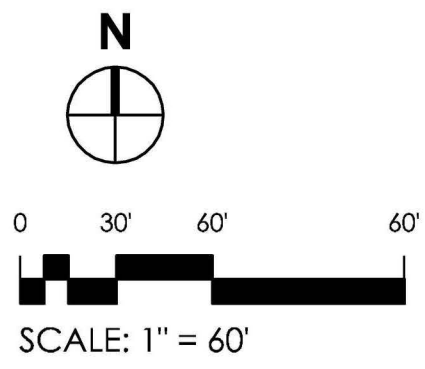
Priority Group	No.	Item	Description	Mitigation	Notes	Preliminary Budget	Construction Duration Estimate
4.1	4	HVAC	Replace existing HVAC units		Replacement per Berona Engineers, Inc. drawings dated 8-29-23.	\$ 95,750.00	2 Weeks
4.2	5	HVAC - ERV	New ERV system to 2nd floor		Replacement per Berona Engineers, Inc. drawings dated 8-29-23.	\$ 52,500.00	2 Weeks
4.3	6	Electrical - ERV	Electrical to supply ERV equipment.		Modify existing panel, and run electrical to new equipment.	\$ 15,000.00	1 Week
4.4	7	Flat Roof	Replace existing flat roof		Replacement per Sarah Brown drawings dated 6-9-23	\$ 104,000.00	4 Weeks
4.5	8	Entry Roof	Install new entry roof design		Installation per Sarah Brown drawings dated 6-9-23	\$ 20,000.00	2 Weeks
4.6	9	Exterior Doors	Replace exterior doors		Replacement per Sarah Brown drawings dated 6-9-23	\$ 126,000.00	1 Week add to siding project, #2.4.
4.7	10	Exterior Windows	Replace exterior windows		Replacement per Sarah Brown drawings dated 6-9-23	\$ 13,900.00	1 Week add to siding project, #2.4.
4.8	11	Covered Bridge	Replace existing covered bridge 2nd story entry		Replacement per Sarah Brown drawings dated 6-9-23. Includes demolition of existing.	\$ 225,000.00	12 Weeks

4.9	12	Covered Bridge Option	Full height side walls		Additional cost to have full height side walls verse 6-9-23 design	\$ 10,000.00	1 Week add to Covered Bridge, #4.7.
4.10	13	Covered Bridge ADA Ramp	Install ADA ramp for accessing covered bridge		Assume 30' ramp length, and 2 retaining walls with maximum 4' height. Ramp to be minimum 4' clear width with railing	\$ 25,000.00	4 Weeks - Assumed to be completed after Covered Bridge is replaced.
4.11	14	Electrical Panel Replacements	Replace original electrical panels.		Replace existing panels and breakers to bring up to code. This is a preliminary budget; actual quote hasn't been received.	\$ 50,000.00	1 Week
					<b>Subtotal</b>	<b>\$ 737,150.00</b>	<b>Allow 31 weeks to add these items. Some of these items could happen at the same time as other work depending on phased approach.</b>

WSST at 8.8%	\$ 64,869.20
Total w/ WSST	\$ 802,019.20
10% Contingency	\$ 80,201.92
<b>Total w/ Contingency</b>	<b>\$ 882,221.12</b>
 <b>Combined Project Estimate</b>	 <b>\$ 3,788,335.04</b>



DRAWING TITLE:	
Demolition Site Plan	
<b>PNW</b> SERVICES, INC.	
PROJECT:	
SVCA Barn 6	
PROJECT INFORMATION:	
OWNER :	Sudden Valley Community Assoc 4 Clubhouse Circle Bellingham, WA
ADDRESS :	10 Barn View Court Bellingham, WA
PARCEL# :	370408 318457
SIZE :	512,701 Sq.ft. 11.77 Acre





200 Ft Austin Creek Buffer – Plan View



# APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Michael Bennett, General Manager  
**Date:** January 23, 2025  
**Subject:** Approval Request – Review and Approval of DNR Lake Aquatic Use Permit

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## **Purpose**

To request Board review and approval of the Joint Aquatic Resources Permit for Sudden Valley Community Association Marina and Swim Beaches

## **Background**

Since 1993, SVCA has applied for and been granted permits to construct and operate the marina facilities and the SVCA swim beaches, which utilize Lake Whatcom, a water resource controlled by Washington State, the US Army Corps of Engineers, and the Department of Natural Resources (DNR). The renewal process and lease rate cost adjustments for the current four-year permit expire in January 2025.

## **Analysis**

In the past, SVCA has renewed the permit based upon the assumptions that the Marina Area is a private facility, not open to the public, and that the swimming beaches were open to the public. The lease rates for the various facilities and beaches may be waived or reduced entirely if the area(s) are open to the public and benefit Washington State Residents.

The permit fees for the upcoming renewal are based on the following areas: fees and possible fee reductions if they are open to the public.

Public Use and Access Rent Reduction—DNR is open to discussing rent fee reductions for public use and access if both the letter and the spirit of the provisions of WAC 332-30-131 are met. This includes appropriate and meaningful public use access signage if there are currently “private property” and “private access” signs along the public roadway (Lake Whatcom Boulevard) outside the gates and on shorelands facing the water.

- The 2024 permit lease costs, with all swim beaches open to the public: \$2,133.81
- Additional cost If the swim beaches were closed to the public: \$26,000.04

**Sudden Valley Aquatic Lands lease possible options:**

Area	Acres	Qualify for Public Use and Access Rent Reduction	Annual Water Dependent Rent Est. (w/o Leasehold tax)	Annual Non-water Dependent Rent Est. (w/o Leasehold tax)
Dredged Channel	0.67	Not likely	\$1,494.66	
Fill Area	0.246	No	\$548.79	
T-Dock Piling (current) *	0.045	No	n/a	\$948.94
Marina Swim Beach (Current)	0.51	Potentially	\$1,137.73	
Marina Swim Beach expanded	1.37	Potentially	\$3,056.25	
PM Beach Non-motorized access	7.955	Potentially	\$17,746.33	
AM Swim Beach	1.82	Potentially	\$4,060.13	

**Requests**

Request that the Board of Directors authorize the GM to complete the permit renewal documents, allowing public use of the following areas:

- Marina Swim Beach (current and expanded)
- PM Beach (non-motorized access)
- AM Swim Beach

**Motion**

Move that the Board of Directors authorize the GM to complete the Joint Aquatic Resources Permit Application with the swim beaches continuing to be open to the public.

**Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Keith McLean, SVCA Board President

WAC 332-30-131 is a Washington State regulation that applies to the management and operation of publicly owned aquatic lands, including those that may be used by Homeowners Associations (HOAs) for marinas and swim beaches. Specifically, this regulation outlines the requirements and processes for obtaining a lease or use authorization from the Washington State Department of Natural Resources (DNR) to use these aquatic lands.

For an HOA operating a marina or swim beaches, WAC 332-30-131 requires the HOA to obtain the appropriate authorization from DNR. This could involve securing a lease, license, or easement for use of the state-owned aquatic lands, which might include the water surface, adjacent shorelines, or other areas necessary for the marina or beach operations.

The regulation also addresses considerations such as:

1. **Environmental Protection:** The HOA must follow state guidelines for protecting water quality and aquatic habitats.
2. **Permitting Requirements:** The HOA must ensure compliance with permitting processes for construction or modification of structures, including docks, piers, or other marina infrastructure.
3. **Public Access:** If applicable, the HOA may need to provide public access or ensure that the marina or beach does not restrict public use in certain areas.
4. **Fees and Terms:** The HOA may be required to pay lease fees and comply with specific terms set by the DNR for the duration of the lease or use agreement.

In summary, WAC 332-30-131 ensures that any HOA utilizing aquatic lands for marinas or swim beaches must obtain the necessary approvals from the DNR, follow environmental and public access guidelines, and adhere to leasing and permitting requirements.



Washington State Department of Natural Resources

**4-YEAR RENT ADJUSTMENT FOR WATER DEPENDENT USES**

**Aquatic Lands Lease #:** 20-A09745  
**Lease Site Address:** 2145 Lake Whatcom Blvd  
**City:** Bellingham  
**Lease Term:** 2/17/1993 - 1/31/2013

Sudden Valley Community  
**Tenant Name:** Association  
**Date:** 1/25/2021  
**Land Manager:** Ross Zimmerman  
**4-year rent from:** 2/1/2021  
**To:** 1/31/2025

**Due Date**

Rent Billed Last Year	2/1/2020	\$1,490.31
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[RCW 79.105.240](#)

[WAC 332-30-123](#)

<b>Year 1: Rent Revaluation</b>		<b>2/1/2021</b>
Lease Area Acres	Fill in only Acres (C13) or Square Feet (C14), not both. C15 will calculate off of either cell.	0.71500
If lease area not shown in acres, Lease Area Square Feet		
Lease Area Acres or Square Feet Converted to Acres		0.71500
Upland Parcel - Number		370406419422
Upland Parcel - Assessed Value		\$1,840,165.00
Upland Parcel - Acres	Fill in only Acres (C18) or Square Feet (C19), not both. C15 will calculate off of either cell.	8.29000
If Upland Parcel area not shown in acres, Upland Parcel Area Square Feet		
Upland Parcel area Acres or Square Feet Converted to Acres		8.29000
Upland Parcel - Value per Acre		\$221,974.07
Lease Area Value		\$158,711.46
Aquatic Value - 30%		\$47,613.44
Real Capitalization Rate		3.00%
<b>WD formula Rent</b>	Aquatic Value x Real Cap Rate	\$1,428.40

[WAC 332-30-123 \(9\)](#)

<b>Year 1: WD Rent</b>
<b>2/1/2021</b>
<b>\$1,428.40</b>
Leasehold tax to add in NaturE if appropriate
\$183.41
<b>Total</b>
<b>\$1,611.81</b>

[Real Capitalization Rate RCW 79.105.060 \(16\)](#)

[Link to current Real Cap Rate on PPI/CPI sheet](#)

**Compute rent revalue with stairstepping:**

[WAC 332-30-123 \(8\)](#)

Percent rent increased from last year		-4.2%
Is this new rate more than a 50% increase?		NO
If yes, stairstep for a 50% increase.		\$0.00

Washington State Department of Natural Resources

<b>Year 2 - Rent With Inflation Adjustment or Stairstepping</b>	<b>Due date</b>	<b>2/1/2022</b>	<a href="#">WAC 332-30-123 (7)</a>	<b>Year 2: WD Rent</b> <b>2/1/2022</b> <b>\$1,389.83</b> Leasehold tax to add in NaturE if appropriate \$178.45
Producer Price Index (PPI)		-2.70000%	<a href="#">Link to PPI/CPI rates</a>	
<b>WD Formula Rent</b>		\$1,389.83		
Is (year 1 rent x 150%) less than WD FORMULA RENT?		NO		
Was rent stairstepped last year?		NO		
Should this year's rent be stairstepped?		NO		
<b>Total</b>				\$1,568.29

<b>Year 3 - Rent With Inflation Adjustment or Stairstepping</b>	<b>Due Date</b>	<b>2/1/2023</b>	<a href="#">Link to PPI/CPI rates</a>	<b>Year 3: WD Rent</b> <b>2/1/2023</b> <b>\$1,625.55</b> Add LHT Tax in NaturE, if appropriate \$208.72
Producer Price Index (PPI)		16.960%	<a href="#">Link to PPI/CPI rates</a>	
<b>WD Formula Rent</b>		\$1,625.55		
Is (year 2 rent x 150%) less than WD FORMULA RENT?		NO		
Was rent stairstepped last year?		NO		
Should this year's rent be stairstepped?		NO		
<b>Total</b>				\$1,834.27

<b>Year 4 - Rent With Inflation Adjustment or Stairstepping</b>	<b>Due Date</b>	<b>2/1/2024</b>	<a href="#">Link to PPI/CPI rates</a>	<b>Year 4: WD Rent</b> <b>2/1/2024</b> <b>\$1,891.00</b> Leasehold tax to add in NaturE if appropriate \$242.80
Producer Price Index (PPI)		16.33000%	<a href="#">Link to PPI/CPI rates</a>	
<b>WD Formula Rent</b>		\$1,891.00		
Is (year 3 rent x 150%) less than WD FORMULA RENT for?		NO		
Was rent stairstepped last year?		NO		
Should this year's rent be stairstepped?		NO		
<b>Total</b>				\$2,133.81

# D.N.R. AQUATICS LEASE EXHIBIT #20-B09745

ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
WHATCOM COUNTY, WASHINGTON

WSRN REF. STA. "BELI"  
LAT: N 48° 45' 18.95183"  
LONG: W 122° 28' 44.23662"  
N: 644,539.15 USFT  
E: 1,243,458.13 USFT  
COMB. SCALE: 1.0000249  
CONV. ANG. -1°13'31"

LWWSW MON "MARINA"  
LAT: N 48° 43' 15.78508"  
LONG: W 122° 19' 28.29197"  
N: 631,299.88  
E: 1,280,462.91  
COMB. SCALE: 0.999985945  
CONV. ANG. -1°06'37"

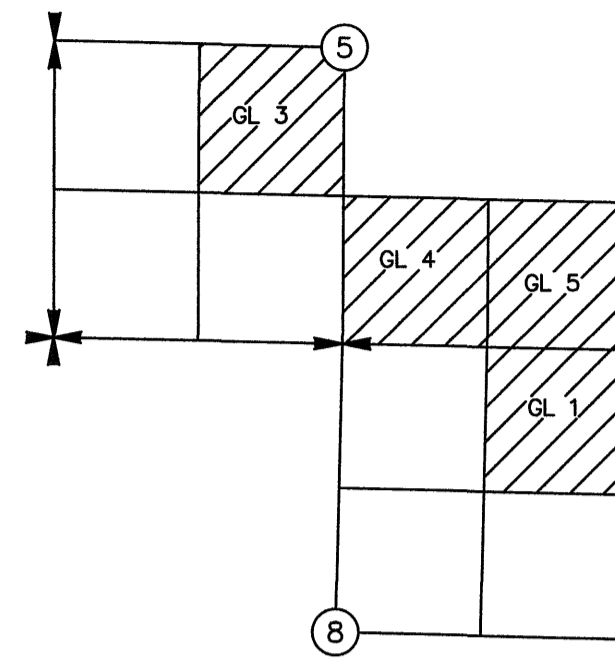
LWWSW MON "WWTP"  
LAT: N 48° 43' 02.18195"  
LONG: W 122° 19' 02.73663"  
N: 629,888.40 USFT  
E: 1,282,149.65 USFT  
COMB. SCALE: 0.9999848483  
CONV. ANG. -1°06'18"

WSRN REF. STA. "CNCR"  
LAT: N 48° 32' 19.32762"  
LONG: W 121° 44' 57.42098"  
N: 562,606.27 USFT  
E: 1,418,518.18 USFT  
COMB. SCALE: 0.999960076

LWWSW MON "FIREHOUSE"  
LAT: N 48° 42' 55.58408"  
LONG: W 122° 19' 57.54513"  
N: 629,291.11 USFT  
E: 1,278,461.80 USFT  
COMB. SCALE: 0.9999809080  
CONV. ANG. -1°06'59"

WSRN REF. STA. "JOB0"  
LAT: N 48° 33' 44.52009"  
LONG: W 122° 26' 14.21391"  
N: 573,966.50 USFT  
E: 1,252,042.38 USFT  
COMB. SCALE: 0.999974095

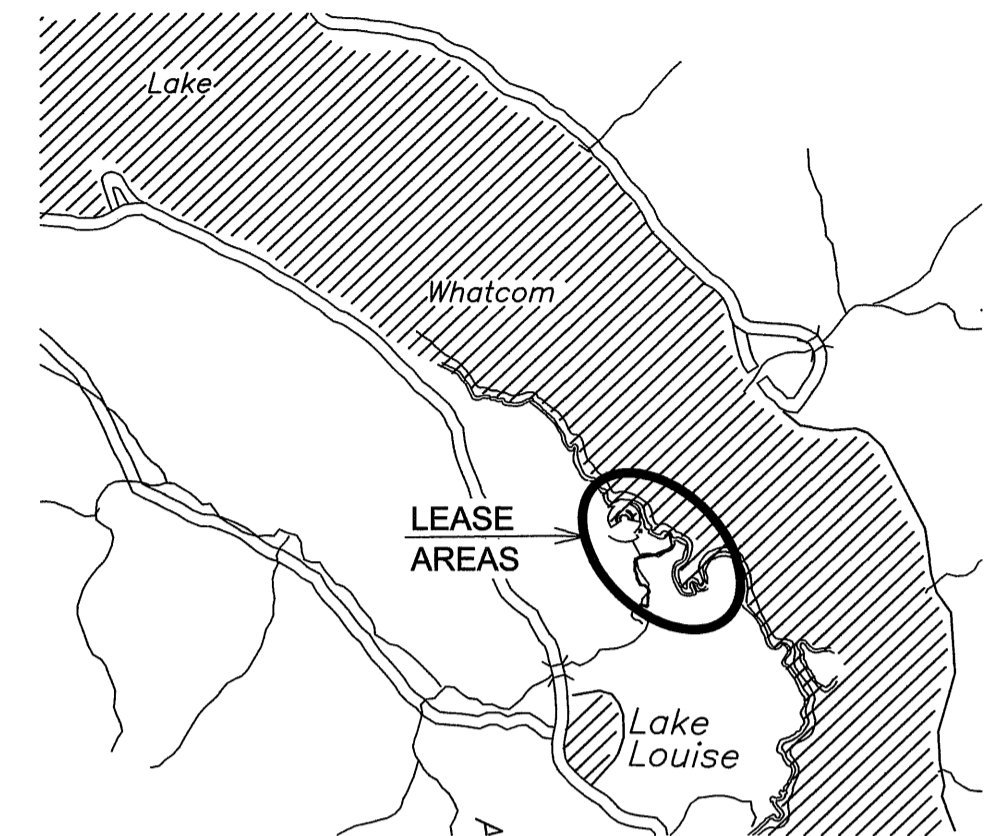
**CONTROL SCHEMA N.T.S.**  
ALL BEARING, DISTANCE AND  
COORDINATE VALUES ARE NAD 83/2011  
GRID VALUES PER CONTROL NOTE 7



**SECTION INDEX**  
TWP. 37 N., RGE. 4E., W.M.

**LEASE AREAS**

PARCEL	SHORELANDS	BEDLANDS	SUB-TOTAL
A	4,493	23,088	27,581
B	0	10,378	10,378
C	11,940	58,875	70,815
D	365,118	0	365,118
E	8,632	29,115	37,747
<b>TOTALS</b>	<b>39,0183</b>	<b>121,456</b>	<b>511,639</b>



**VICINITY MAP N.T.S.**

**SURVEY CONTROL GEODETIC DATA (PER RCW 58.20.180)**

POINT DES.	GRID NORTH	GRID EAST	ORTHO HGT	SCALE FACTOR	SEA LEVEL FACTOR	COMB. FACTOR	CONV. ANGLE
BELI	644539.15	1243458.13	106.30	1.000004198	0.999998294	1.000002492	-1°13'30.7"
CNCR	562606.27	1418518.18	255.52	0.999969215	0.999990861	0.999960076	-0°40'55.0"
JOB0	573966.50	1252042.38	34.46	0.999972337	1.000001758	0.999974095	-1°11'38.7"
FIREHOUSE	629291.11	1278461.80	399.61	0.999996684	0.999984224	0.999980908	-1°06'58.6"
MARINA	631299.88	1280462.91	315.64	0.999997714	0.999988231	0.999985945	-1°06'36.8"
LWWSW WWTP	629888.40	1282149.65	324.38	0.999997019	0.99998781	0.99998483	-1°06'17.8"

**SURVEY CONTROL NOTES**

- HORIZONTAL DATUM:** COORDINATE POSITIONS SHOWN ARE **WASHINGTON STATE PLANE (NORTH ZONE) NAD83 (2010 EPOCH)** GRID VALUES, BASED UPON HOLDING THE PUBLISHED POSITION FOR WASHINGTON STATE REFERENCE NETWORK / CITY OF BELLINGHAM MONUMENT **BELI**. POSITION FOR THIS MONUMENT IS PER THE PUBLISHED COORDINATES IN THE WSRN / NGS SURVEY MONUMENT DATABASE.
- VERTICAL DATUM:** ALL ELEVATIONS AND/OR ELEVATION-DEPENDENT FEATURES, IF ANY, DEPICTED ON THIS SURVEY ARE BASED UPON THE "OLD" CITY OF BELLINGHAM ELEVATION DATUM, THE OFFICIAL DESIGNATION OF WHICH IS "THE 1947 ITERATION OF USC&GS MEAN SEA LEVEL (OF 1929) DATUM + 5.69 FEET," PER CITY OF CITY OF BELLINGHAM SURVEY PERSONNEL.
- BASIS OF COORDINATES:** LOCAL CONTROL AND TOPOGRAPHY IS BASED UPON HOLDING THE PUBLISHED COORDINATES AT WSRN / CITY OF BELLINGHAM MONUMENT **BELI**. THE MARK IS A CONTINUOUSLY-OPERATING COMBINED WSRN/NGS REFERENCE STATION AT THE CITY OF BELLINGHAM CITY HALL PER NGS DATASHEET INFORMATION, THE COORDINATES FOR CONTROL POINT **BELI** ARE AS FOLLOWS:  
**NORTHING = 644,539.15 USFT**  
**EASTING = 1,243,458.13 USFT**
- BASIS OF BEARINGS:** BEARINGS FOR LOCAL CONTROL AND TOPOGRAPHY ARE GROUND-LEVEL APPROXIMATIONS OF **WASHINGTON STATE PLANE (NORTH ZONE) GRID**, BASED UPON HOLDING THE GPS-DERIVED INVERSE BETWEEN **WSRN / CITY OF BELLINGHAM MONUMENT "BELI"** AND **LAKE WHATCOM WATER AND SEWER DISTRICT (LWWSW) CADASTRAL CONTROL POINT "MARINA"**. CONTROL POINT **MARINA** IS A CONCRETE MONUMENT IN THE SUDDEN VALLEY MARINA PARK LAWN, LYING APPROXIMATELY TWENTY FEET (20') NORTH OF AN EXISTING

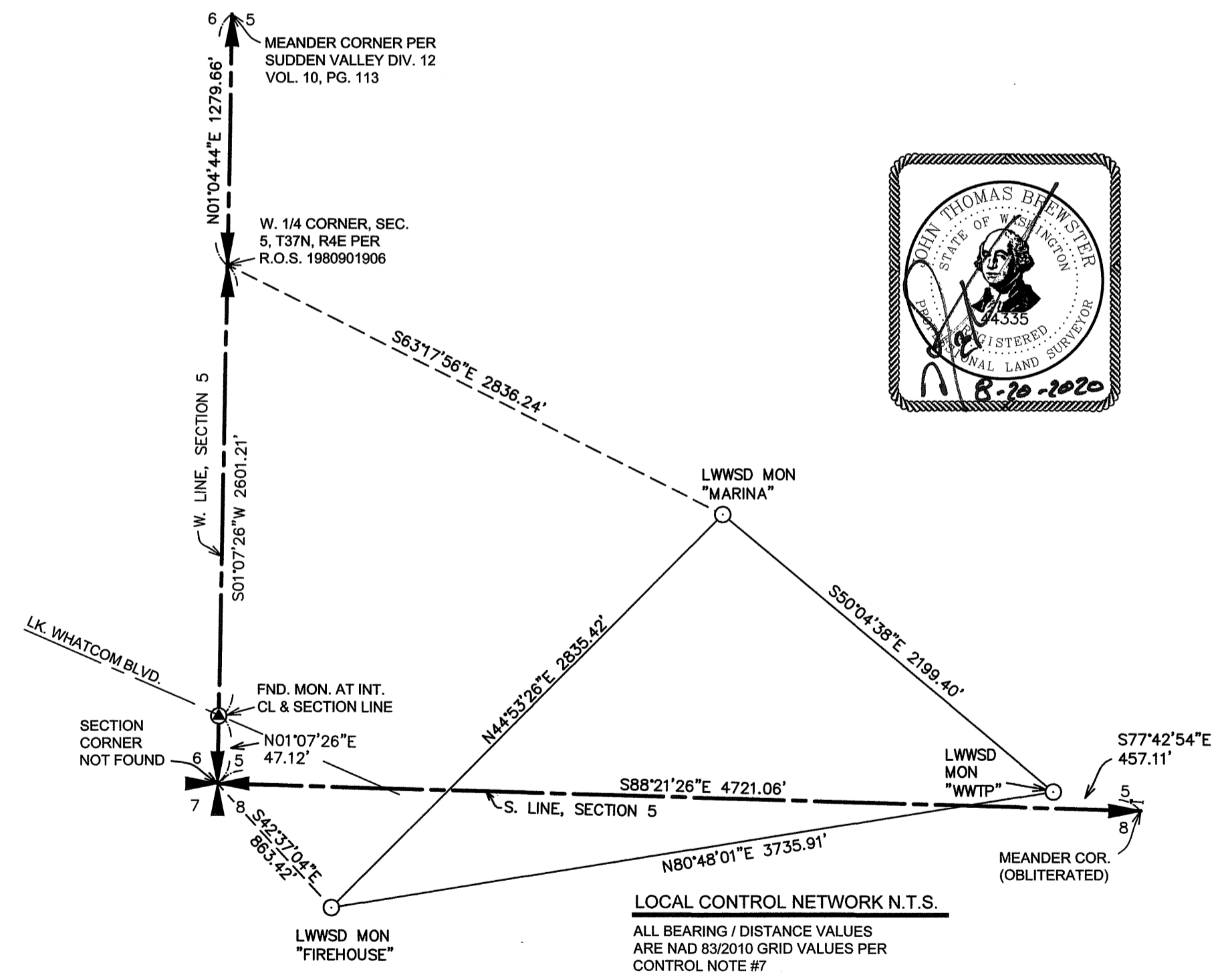
BATHROOM/SHOWER BUILDING. THE DERIVED INVERSE BEARING BETWEEN **BELI** AND **MARINA** IS **SOUTH 70° 18' 51" EAST** A DISTANCE OF **39,301.18 FEET**. COORDINATES FOR CONTROL POINT **MARINA** ARE AS FOLLOWS:

**NORTHING = 631,299.88 USFT**  
**EASTING = 1,280,462.91 USFT**

**5. BASIS OF ELEVATIONS:** OLD CITY DATUM ELEVATIONS FOR THIS PROJECT ARE BASED UPON DIFFERENTIAL LEVEL TIES TO THE CITY OF BELLINGHAM / USGS GAGING STATION BENCHMARK NO. 6288, PERFORMED BY WILSON IN 1998 PURSUANT TO DESIGN AND CONSTRUCTION WORK IN SUPPORT OF THE LAKE LOUISE FORCE MAIN INTERCEPTOR.

**6. PROJECT BENCHMARK:** THE AUTHORITATIVE BENCHMARK TIED TO THE (NOW-SUPERSEDED) OLD CITY DATUM IS LAKE WHATCOM WATER AND SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT **FIREHOUSE**, A STEEL SURVEY SPIKE IN THE PARKING AREA OF THE SUDDEN VALLEY FIREHOUSE DRIVEWAY. SAID BENCHMARK HAS AN OLD CITY OF BELLINGHAM DATUM ELEVATION OF **401.05 FEET**.

**7. GRID DATA TO GROUND CONVERSIONS:** THE MEAN GRID COMBINED SCALE FACTOR FOR THIS PROJECT IS **0.999983898**. THE LONGEST RECOVERABLE MEASUREMENT OF SIGNIFICANCE WITHIN THE PROJECT'S EXTENTS --THE (UNMONUMENTED) SOUTH SECTION LINE OF SECTION 5--HAS A GRID LENGTH OF **4721.06 FEET**, AND A GROUND-VALUE LENGTH OF **4721.13 FEET**, FOR A MAXIMUM SITE ERROR OF LESS THAN 0.1 FOOT. THIS SURVEY HOLDS THAT THE DIFFERENCE BETWEEN GRID AND GROUND, AT THIS PARTICULAR SITE, IS INSIGNIFICANT, AND ALL DEPICTED DISTANCES AND COORDINATES ARE **NAD83(2011) GRID VALUE**.



**LOCAL CONTROL NETWORK N.T.S.**  
ALL BEARING / DISTANCE VALUES  
ARE NAD 83/2010 GRID VALUES PER  
CONTROL NOTE #7

18174 DNR ROS .DWG

**AUDITOR'S CERTIFICATE**  
Filed for record this 20th day of August,  
20 20 at 11:37 A.m. in Book    of Surveys on  
Page    at the request of WILSON ENGINEERING, LLC  
Diana Bladrick Deputy  
County Auditor

Auditor's file no. 2020-0803283

**SURVEYOR'S CERTIFICATE**  
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of SUDDEN VALLEY COMMUNITY ASSOCIATION  
in, MAY 20 19  
J. THOMAS BREWSTER  
Certificate No. 44338 DATE 8-20-20

**WILSON ENGINEERING**  
WILSON ENGINEERING, LLC  
805 DUPONT STREET  
BELLINGHAM, WA 98225  
(360) 733-6100 \* FAX (360) 647-9061  
www.wilsonengineering.com

**Record of Survey for**  
**Sudden Valley Community Association**

DWN BY	BHR	DATE	8/19/20	JOB NO.	2018-174
CHK BY	JTB	SCALE	AS SHOWN	SHEET	1 OF 7

2020-0803283

# D.N.R. AQUATICS LEASE EXHIBIT #20-B09745

ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
WHATCOM COUNTY, WASHINGTON

PARCEL	SHORELANDS	BEDLANDS	TOTAL
A	4,493	23,088	27,581
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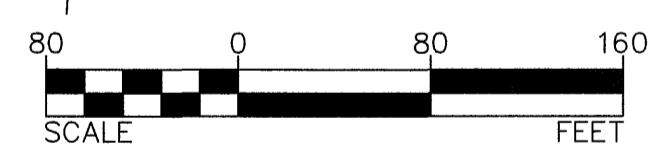
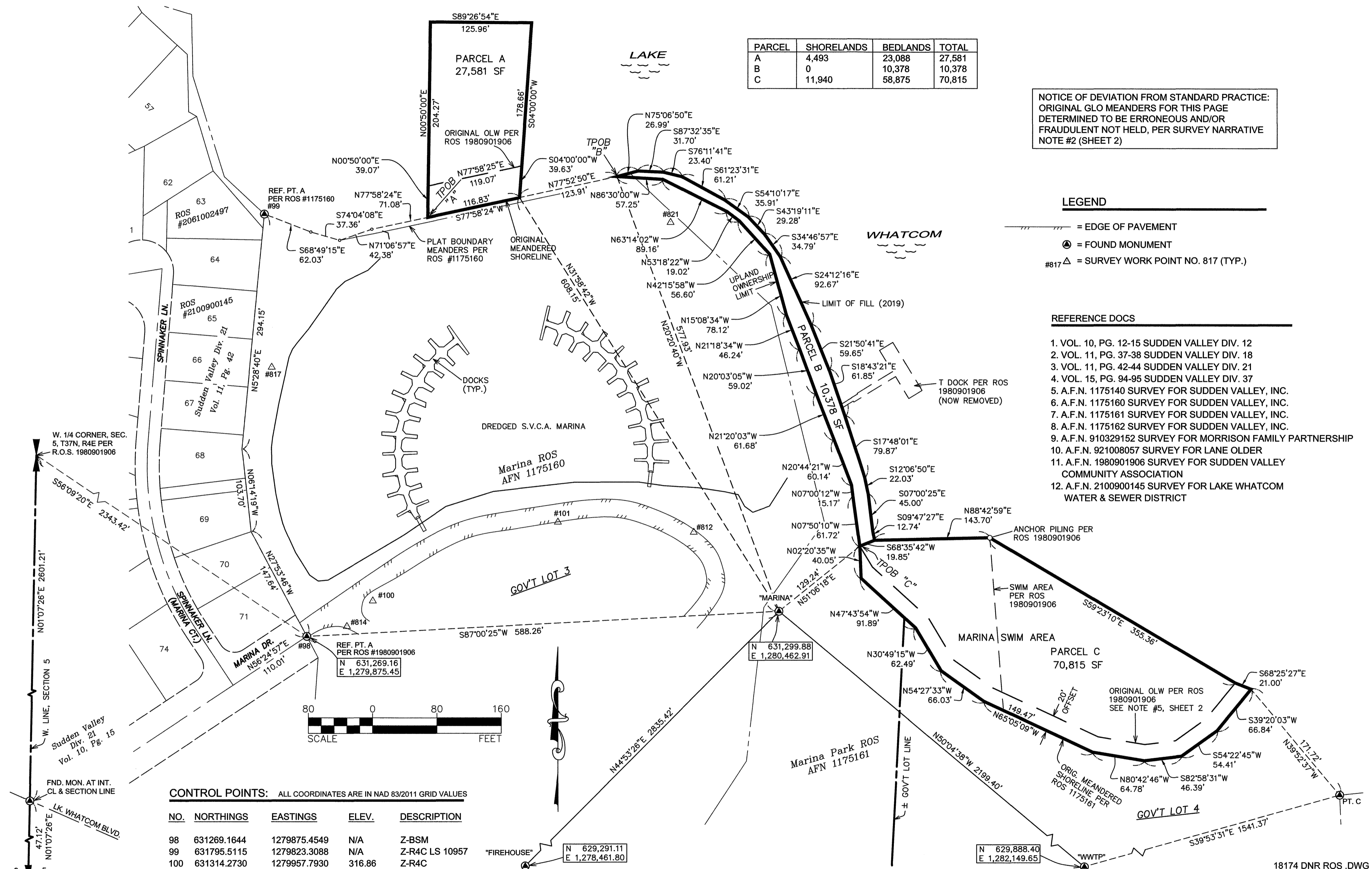
NOTICE OF DEVIATION FROM STANDARD PRACTICE:  
ORIGINAL GLO MEANDERS FOR THIS PAGE  
DETERMINED TO BE ERRONEOUS AND/OR  
FRAUDULENT NOT HELD, PER SURVEY NARRATIVE  
NOTE #2 (SHEET 2)

### LEGEND

- = EDGE OF PAVEMENT
- ⊙ = FOUND MONUMENT
- #817 Δ = SURVEY WORK POINT NO. 817 (TYP.)

### REFERENCE DOCS

1. VOL. 10, PG. 12-15 SUDDEN VALLEY DIV. 12
2. VOL. 11, PG. 37-38 SUDDEN VALLEY DIV. 18
3. VOL. 11, PG. 42-44 SUDDEN VALLEY DIV. 21
4. VOL. 15, PG. 94-95 SUDDEN VALLEY DIV. 37
5. A.F.N. 1175140 SURVEY FOR SUDDEN VALLEY, INC.
6. A.F.N. 1175160 SURVEY FOR SUDDEN VALLEY, INC.
7. A.F.N. 1175161 SURVEY FOR SUDDEN VALLEY, INC.
8. A.F.N. 1175162 SURVEY FOR SUDDEN VALLEY, INC.
9. A.F.N. 910329152 SURVEY FOR MORRISON FAMILY PARTNERSHIP
10. A.F.N. 921008057 SURVEY FOR LANE OLDER
11. A.F.N. 1980901906 SURVEY FOR SUDDEN VALLEY COMMUNITY ASSOCIATION
12. A.F.N. 2100900145 SURVEY FOR LAKE WHATCOM WATER & SEWER DISTRICT



### CONTROL POINTS: ALL COORDINATES ARE IN NAD 83/2011 GRID VALUES

NO.	NORTHINGS	EASTINGS	ELEV.	DESCRIPTION
98	631269.1644	1279875.4549	N/A	Z-BSM
99	631795.5115	1279823.3088	N/A	Z-R4C LS 10957
100	631314.2730	1279957.7930	316.86	Z-R4C
101	631412.2040	1280188.0150	316.03	Z-BERN
812	631399.2690	1280357.0670	316.86	Z-BERN
814	631282.5230	1279925.3550	316.53	Z-BERN
817	631605.3950	1279832.3630	317.12	Z-R4C
821	631785.6030	1280328.6260	315.48	Z-R4C

"FIREHOUSE" N 629,291.11  
E 1,278,461.80

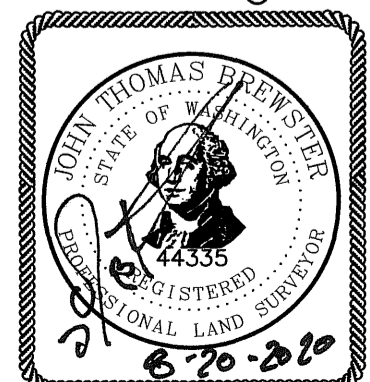
N 629,888.40  
E 1,282,149.65

W. 1/4 CORNER, SEC.  
5, T37N, R4E PER  
R.O.S. 1980901906

W. LINE, SECTION 5  
Sudden Valley  
Div. 21  
Vol. 10, Pg. 15

FND. MON. AT INT.  
CL & SECTION LINE  
LK. WHATCOM BLVD.

SECTION CORNER  
NOT FOUND



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## Record of Survey for Sudden Valley Community Association

DWN BY	BHR	DATE	8/19/20	JOB NO.	2018-174
CHK BY	JTB	SCALE	AS SHOWN	SHEET	5 OF 7

2020-0803283

# D.N.R. AQUATICS LEASE EXHIBIT #20-B09745

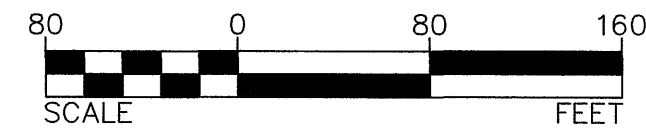
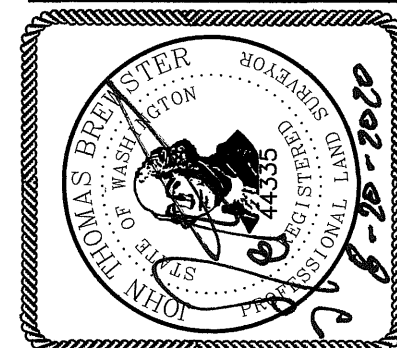
ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
WHATCOM COUNTY, WASHINGTON

18174 DNR ROS. DWG

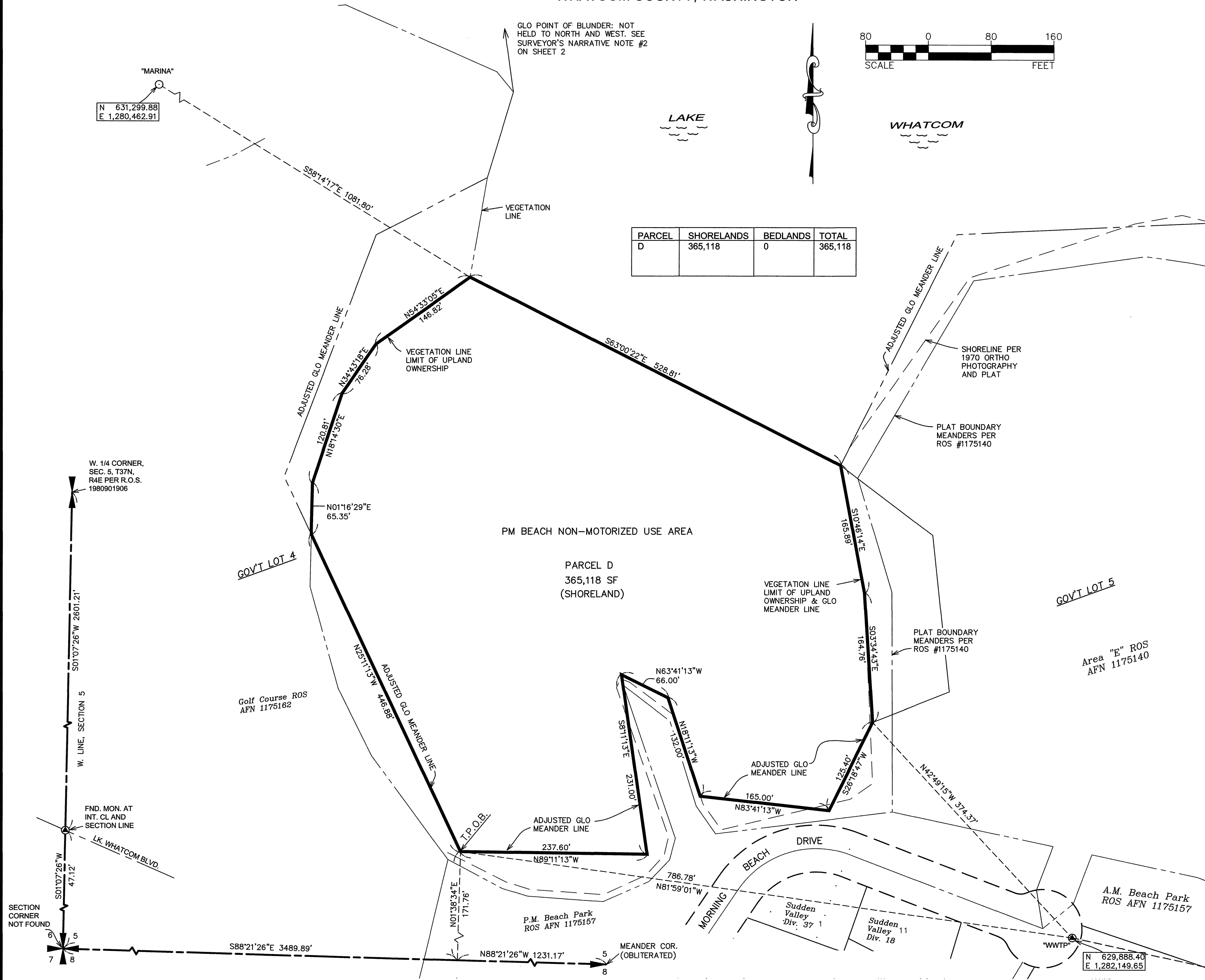
Record of Survey for  
Sudden Valley Community Association

DATE	8/19/20	JOB NO.	2018-174
SCALE	AS SHOWN	SHEET	6 OF 7
DWN BY	BHR	CHK BY	JTB

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PARCEL	SHORELANDS	BEDLANDS	TOTAL
D	365,118	0	365,118



"MARINA"  
N 631,299.88  
E 1,280,462.91

GLO POINT OF BLUNDER: NOT HELD TO NORTH AND WEST. SEE SURVEYOR'S NARRATIVE NOTE #2 ON SHEET 2

W. 1/4 CORNER, SEC. 5, T37N, R4E PER R.O.S. 1980901906

W. LINE, SECTION 5

FND. MON. AT INT. CL AND SECTION LINE

LK. WHATCOM BLVD.

SECTION CORNER NOT FOUND

Golf Course ROS AFN 1175162

PM BEACH NON-MOTORIZED USE AREA

PARCEL D  
365,118 SF  
(SHORELAND)

VEGETATION LINE LIMIT OF UPLAND OWNERSHIP & GLO MEANDER LINE

SHORELINE PER 1970 ORTHO PHOTOGRAPHY AND PLAT

PLAT BOUNDARY MEANDERS PER ROS #1175140

PLAT BOUNDARY MEANDERS PER ROS #1175140

GOV'T LOT 5

Area "E" ROS AFN 1175140

P.M. Beach Park ROS AFN 1175157

MORNING BEACH DRIVE

Sudden Valley Div. 37

Sudden Valley Div. 18

A.M. Beach Park ROS AFN 1175157

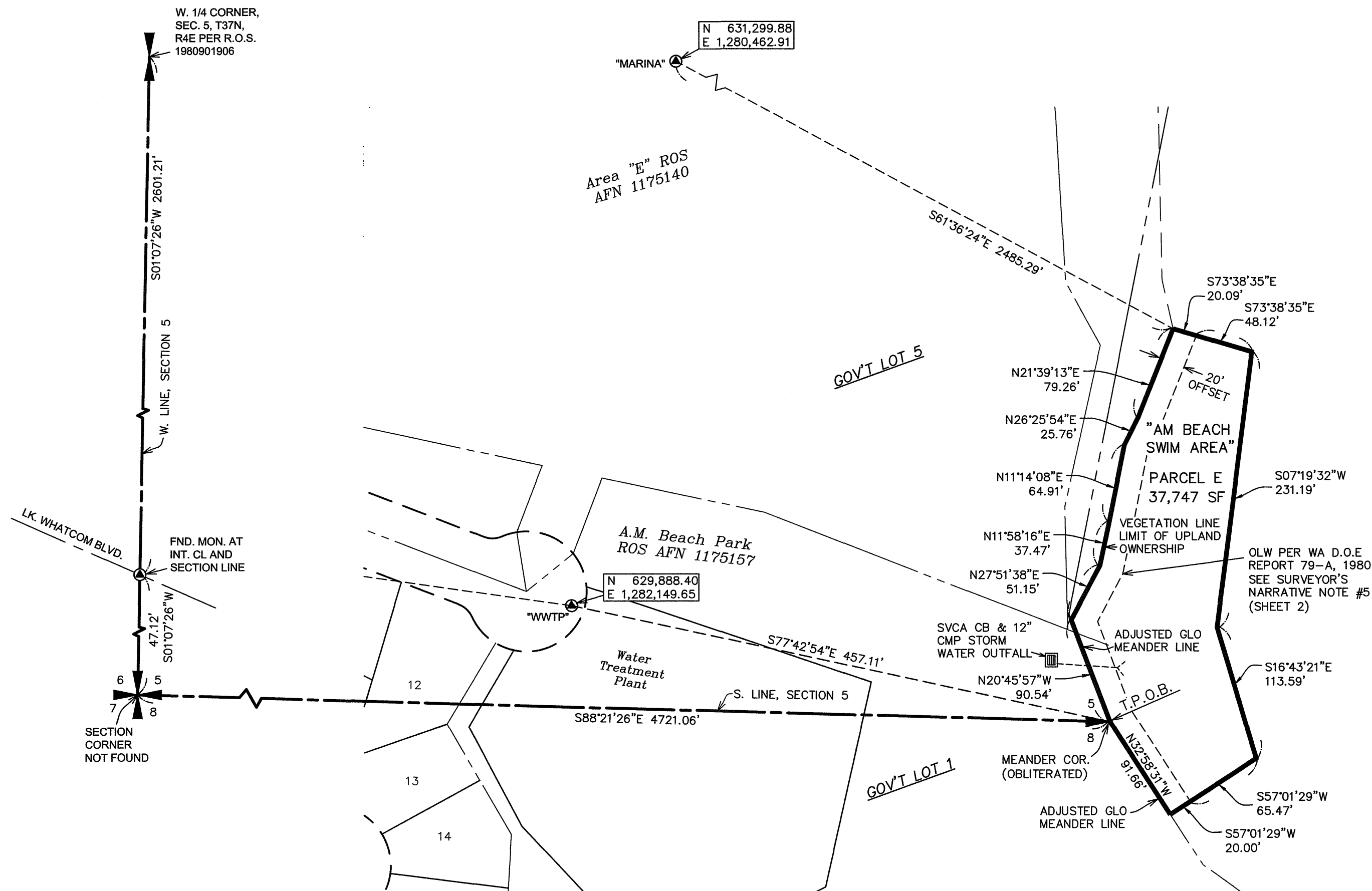
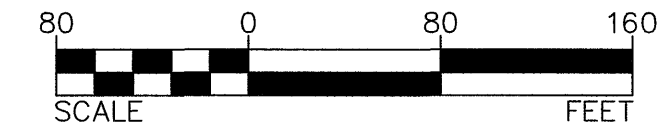
"WWTP"

N 629,888.40  
E 1,282,149.65

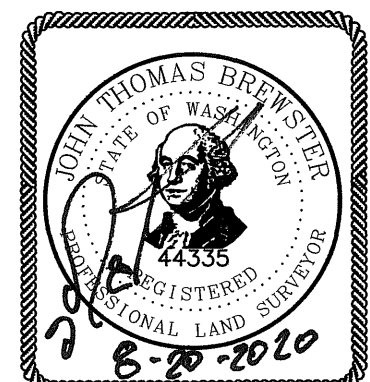


**D.N.R. AQUATICS LEASE EXHIBIT #20-B09745**  
 ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
 WHATCOM COUNTY, WASHINGTON

PARCEL	SHORELANDS	BEDLANDS	TOTAL
E	8,632	29,115	37,747



18174 DNR ROS .DWG



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**Record of Survey for  
 Sudden Valley Community Association**

DWN BY	BHR	DATE	8/19/20	JOB NO.	2018-174
CHK BY	JTB	SCALE	AS SHOWN	SHEET	7 OF 7

# D.N.R. AQUATICS LEASE EXHIBIT #20-B09745

ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
WHATCOM COUNTY, WASHINGTON

**SURVEYOR'S NARRATIVE:**

**1. PARCEL CHARACTERIZATION:**

THE FIVE AQUATIC PARCELS DESCRIBED AND DEFINED ACCORDING TO THIS SURVEY ARE PORTIONS OF THE SECOND-CLASS SHORELANDS, AND BEDLANDS, OF LAKE WHATCOM, IN WHATCOM COUNTY, WASHINGTON. LAKE WHATCOM HAS BEEN OFFICIALLY DETERMINED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND THE U.S. ARMY CORPS OF ENGINEERS TO BE A NAVIGABLE IN CHARACTER AND LEGAL STATUS. THE LEASE PARCELS HEREON DESCRIBED LIE IN FRONT OF, AND ABUTTING, PORTIONS OF GOVERNMENT LOTS 3, 4, AND 5, OF SECTION 5, AND A PORTION OF GOVERNMENT LOT 1, OF SECTION 8, ALL WITHIN TOWNSHIP 37 NORTH, RANGE 4 EAST, PER THE WILLAMETTE MERIDIAN BASIS OF SURVEY. ALL THE PARCELS HEREON DESCRIBED CURRENTLY ABUT THE SEVERAL PROXIMATE DIVISIONS OF THE "SUDDEN VALLEY" PRIVATE DEVELOPMENT COMMUNITY, IN WHATCOM COUNTY, WASHINGTON.

**2. GLO SURVEY ERRORS AND NOTICE OF DEVIATION FROM STANDARD PRACTICE:**

IN THE COURSE OF PERFORMING THIS SURVEY, THE ORIGINAL GOVERNMENT TOWNSHIP-CONTROL AND MEANDER NOTES WERE RETRIEVED FROM THE BUREAU OF LAND MANAGEMENT'S GLO DATA RESEARCH WEBSITE. THE GLO NOTES PURPORTING TO ESTABLISH THE BOUNDARIES OF FRACTIONAL SECTIONS 5 AND 8 APPEARED TO COHERE WITH THE MAJORITY OF THE CURRENT AUTHORITATIVE PLATS AND RECORDS OF SURVEY, WITH CLOSE AGREEMENT BETWEEN THE DISTANCES CALLED IN ORIGINAL NOTES FOR THE SOUTH AND WEST LINES OF SECTION 5, WHEN COMPARED TO THE CORRESPONDING DISTANCES AND ANGLES REPRESENTED ON SEVERAL SUDDEN VALLEY PLAT DOCUMENTS. HOWEVER, UPON REVIEWING THE PRECEDING RECORD OF SURVEY FOR THE "MARINA CHANNEL" AQUATICS LEASE, PREPARED FOR THE SUDDEN VALLEY COMMUNITY ASSOCIATION AND RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906, WE NOTICED THAT THE PRECEDING SURVEYOR, MR. LARRY STEELE, PLS, FOUND SIGNIFICANT ERRORS IN THE GLO MEANDERS FOR SAID SECTIONS ALONG LAKE WHATCOM. AFTER RECOVERING ACCESSORY INFORMATION SUFFICIENT TO ESTABLISH THE NORTH MEANDER CORNER COMMON TO FRACTIONAL SECTIONS 5 AND 6, AND THE EAST MEANDER CORNER COMMON TO FRACTIONAL SECTIONS 5 AND 8, WE FOUND THAT NO ADJUSTMENT TO THE RESULTANT VECTORS COULD RATIONALLY BE APPLIED TO BRING THEM INTO COHERENCE WITH THE EXISTING SHORELINE. SIMPLY PUT, DESPITE WILSON'S EFFORTS TO BALANCE THE NOTED COURSES, WE FOUND OURSELVES TO BE IN AGREEMENT WITH THE CHARACTERIZATION STATED ON THE AFOREMENTIONED STEELE SURVEY, AND FOUND THAT THE GLO MEANDERS UNEQUIVOCALLY VEER OUT INTO THE BODY OF LAKE WHATCOM BY SEVERAL HUNDRED FEET. WILSON PERFORMED RESEARCH SUFFICIENT TO ESTABLISH THAT THE LAKE HAS BEEN ELEVATION-CONTROLLED SINCE THE 1930'S, AND THAT A COURT HAD ORDERED THAT IT BE NOMINALLY SET TO ITS ORDINARY ELEVATION AS OF THE TIME OF STATEHOOD. THE ERROR IN THE GLO MEANDERS CANNOT BE ATTRIBUTABLE TO ANY AVULSIVE CHANGE IN THE LAKE'S LEVEL. REGARDLESS, IF THE ORIGINAL MEANDER NOTES WERE HELD, THE RESULTING LINE WOULD EXTEND INTO WATERS OF GREATER THAN FIFTY FEET (50') OF DEPTH, AND WOULD ALSO ENCROACH SEVERAL HUNDRED FEET INTO THE EXISTING UPLAND PLAT. WILSON DID DISCOVER THAT SOUTHERLY SEVERAL HUNDRED FEET OF GLO MEANDERS DO AGREE CLOSELY WITH THE EXISTING SHORELINE, IF REVERSE-CALCULATED FROM THE AFOREMENTIONED EAST MEANDER CORNER COMMON TO SECTIONS 5 AND 8, AND EXTENDING NORTH AND WEST ALONG THE SHORE. WHERE APPROPRIATE, IN OUR OPINION, WILSON HELD THE GLO CALLS THAT COHERE WITH THE EXISTING SHORE-LINE AS BEING ACCURATE PERPETUATIONS OF THE ORIGINAL GLO MEANDERS, BASED ON THE ACCEPTED PRIORITIZATION OF "TOPOGRAPHIC CALLS" OVER THE MATHEMATICAL DETERMINATION FOR LOCATION. THE TWO AQUATIC PARCELS DESIGNATED AS THE **AM BEACH AQUATIC TRACT** AND THE **PM BEACH AQUATIC TRACT** ADJOIN MEANDERS WE CONSIDER TO BE AUTHORITATIVE GLO MEANDERS, AND THE BALANCED MEANDER FOR SAME ARE HEREON DEPICTED. **THE GLO MEANDER LINES ADJACENT TO THE "MARINA SWIM AREA", THE "ARMORED FILL AREA", AND THE "MARINA DREDGED CHANNEL" AQUATIC AREA ARE HELD BY THIS SURVEY TO HAVE BEEN BLUNDERED, FRAUDULENT AND/OR ERRONEOUS, AND HAVE NOT BEEN HELD AS AUTHORITATIVE.**

**3. PATENT DATES AND LIMITS OF UPLAND OWNERSHIP:**

GOV.	LOT	SECTION	PATENTEE	PATENT DATE	STATUS
3	5		HENRY AUSTIN	03/29/1890	PRE-STATEHOOD*
4	5		BANNING AUSTIN	07/18/1889	PRE-STATEHOOD
5	5		BANNING AUSTIN	07/18/1889	PRE-STATEHOOD
1	8		BANNING AUSTIN	07/18/1889	PRE-STATEHOOD

\* WILSON IS AWARE THAT THE ACTUAL PATENT-DATE FOR THIS CONVEYANCE MIGHT, OR MIGHT NOT, BE DETERMINED TO HAVE BEEN PRIOR TO STATEHOOD, HOWEVER, THIS PARCEL IS WITHIN THE AREA FOR WHICH THE GLO MEANDERS ARE ERRONEOUS, AND THE PARCEL IS TREATED BY THIS SURVEY ON A PRE-STATEHOOD BASIS, AS CHARACTERIZED BELOW.

**AM BEACH AND PM BEACH AREAS:** THESE TRACTS ARE BOTH PRE-STATEHOOD, AND HELD TO BE ADJACENT TO VALID GLO MEANDERS. PER WASHINGTON STATUTE, THE WATER-WARD LIMIT OF UPLAND OWNERSHIP IS HELD BY THIS SURVEY TO BE COINCIDENT WITH THE BALANCED GLO MEANDER LINE, OR THE VEGETATION LINE OF THE SHORE OF LAKE WHATCOM WHICHEVER IS FARTHER OUT.

**MARINA BEACH SWIM AREA:** THIS AREA ADJOINS A PRE-STATEHOOD PARCEL THAT IS WITHIN THE AREA FOR WHICH I BELIEVE THE GLO MEANDERS ARE FRAUDULENT AND/OR ERRONEOUS. THIS SURVEY HOLDS THAT THE MEANDERS OF THE SHORE OF LAKE WHATCOM, AS ORIGINALLY MAPPED BY SUDDEN VALLEY INC. PURSUANT TO THEIR ORIGINAL PLATTING EFFORTS, AND DEPICTED ON THE "SUDDEN VALLEY MARINA PARK LEGAL DESCRIPTION SURVEY" (WHATCOM COUNTY AFN. 1175161) ARE AN ACCURATE REPRESENTATION OF THE SHORE'S MEANDERS, HAD THEY BEEN ACCURATELY RECORDED. SURVEY MEASUREMENTS PERFORMED IN JUNE, 2019, SHOW THAT THIS LINE OF MEANDERS IS NOMINALLY COINCIDENT WITH THE EXITING SHORE'S VEGETATION LINE; IN THE INTEREST OF DATA CONTINUITY, THIS SURVEY HOLDS THAT THE SHORE MEANDERS, PER SAID SURVEY, ARE THE LIMIT OF UPLAND OWNERSHIP.

**ARMORED FILL AREA AND MARINA DREDGE CHANNEL AREAS:** THESE AREAS ADJOIN PARCELS WHICH THIS SURVEY CONSIDERS TO BE PRE-STATEHOOD IN CHARACTER. SINCE THEY ABUT UPLANDS THAT ARE WITHIN THE ZONE FOR WHICH THE GLO MEANDERS ARE HERE CONSIDERED FRAUDULENT AND/OR ERRONEOUS, THIS SURVEY HOLDS AS FIXED FOR THE LIMIT OF UPLAND OWNERSHIP THE MEANDERED ORIGINAL SHORELINE OF LAKE WHATCOM, PER THE "SUDDEN VALLEY MARINA LEGAL DESCRIPTION SURVEY" (WHATCOM COUNTY AFN. 1175160).

**4. AVULSIVE ACTIONS AFFECTING THE MARINA DREDGED CHANNEL AREA AND THE ARMORED FILL AREA:**

PRIOR TO PREPARATION OF THE AFOREMENTIONED "SUDDEN VALLEY MARINA LEGAL DESCRIPTION SURVEY" (WHATCOM COUNTY AFN. 1175160), SEVERAL AVULSIVE ACTIONS WERE UNDERTAKEN BY SUDDEN VALLEY INC., PURSUANT TO MARINA IMPROVEMENTS. AT THE ENTRANCE TO THE MARINA, THE EXISTING SHORELINE WAS DREDGED, AND THE ACCESS CHANNEL WAS PROJECTED INTO WHAT HAD PREVIOUSLY BEEN PRIVATELY-OWNED UPLAND. CONSISTENT WITH STATE STATUTE, THIS SURVEY HOLDS THAT THE ORIGINAL OWNERSHIP LINE REMAINS UNCHANGED BY THIS AVULSIVE ACT, AND THAT THE BEST EVIDENCE OF THE ORIGINAL LIMIT OF UPLAND OWNERSHIP IS THE "MEANDER LINE OF SHORELINE" AS DEPICTED ON THE AFOREMENTIONED SUDDEN VALLEY MARINA SURVEY.

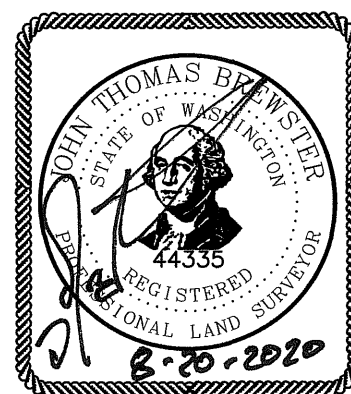
PRIOR TO PREPARATION OF THE "SUDDEN VALLEY MARINA PARK LEGAL DESCRIPTION SURVEY" (WHATCOM COUNTY AFN. 1175161), SUDDEN VALLEY INC. PURSUANT TO PARK IMPROVEMENT ACTIVITIES, CONSTRUCTED A (NOW REMOVED) PILE-AND-PLANK BULKHEAD NOMINALLY ALONG THE ORIGINAL LINE OF THE SHORE AS DEPICTED ON SAID SURVEY. PURSUANT TO THE CURRENT EFFORTS TO ENHANCE THE ENVIRONMENTAL BENEFITS OF THIS AREA, SAID BULKHEAD HAS BEEN REMOVED, AND THE GROUND ABOVE AND BEHIND SAID BULKHEAD HAS BEEN RE-GRADED. THIS SURVEY HOLDS THAT THE RE-GRADING OF SAID GROUND IS AN AVULSIVE ACT, RESULTING IN NO CHANGE TO THE FORMER LIMIT OF UPLAND OWNERSHIP. THIS SURVEY HOLDS THE SHORE MEANDERS, PER SAID MARINA PARK SURVEY, REMAIN COINCIDENT WITH THE MARGIN OF PRIVATE OWNERSHIP.

**5. ORDINARY AND LOW WATER ELEVATIONS, AND SHORELAND VS. BEDLAND DETERMINATIONS:**

PRIOR TO CALCULATING THE SHORELAND AND BEDLAND AREAS DEPICTED ON THIS SURVEY, WILSON PERFORMED A DETAILED BATHYMETRIC SURVEY OF THE AREA GENERALLY ENCLOSED BY THE "MARINA DREDGE AREA" AND THE "ARMORED FILL AREA". THE WORK WAS PERFORMED RELATIVE TO THE "OLD" CITY OF BELLINGHAM ELEVATION DATUM. WILSON ALSO PERFORMED LIMITED TRANSECTS OF THE THREE (3) BEACH/SWIM AREAS TO ASCERTAIN AN APPROXIMATE SLOPE FROM THE LAKE'S EDGE AT EACH LOCATION, AGAIN USING THIS DATUM AS THE BASIS FOR ELEVATIONS. SAID DATUM IS THE BASIS FOR THE LEGAL DETERMINATION LAKE WHATCOM **ORDINARY HIGH WATER AND ORDINARY LOW WATER** ELEVATIONS AT LAKE WHATCOM, ACCORDING TO SEVERAL COURT DECISIONS BETWEEN THE 1930'S AND THE 1960'S, AND MORE SPECIFICALLY AS REPORTED BY THE WASHINGTON DEPARTMENT OF ECOLOGY WATER RESOURCES MANAGEMENT PROGRAM "WHATCOM CREEK BASIN STUDY" (WA DOE REPORT NO.79-A, DATED NOVEMBER, 1980). SAID STUDY REPORTS THE LAKE'S **ORDINARY HIGH WATER** TO BE **314.94** FEET RELATIVE TO SAID DATUM, AND REPORTS THE LAKE'S **ORDINARY LOW WATER** AT **310.94** FEET. PER DIRECTION FROM WA DNR AQUATICS DIVISION, THIS SURVEY HOLDS THE **ORDINARY LOW WATER** LEVEL LINES FOR DNR ADMINISTRATIVE CALCULATIONS OF SHORE AND BED LAND AREA SHOWN HEREON. (SEE THE FOLLOWING COURT DECISIONS FOR ADDITIONAL INFORMATION: AUSTIN V. BELLINGHAM, SUPREME COURT OF WASHINGTON, AUGUST 24, 1912; NO. 10348 AND GLEN CORNING, ET AL VS. CITY OF BELLINGHAM, SUPERIOR COURT OF THE STATE OF WASHINGTON FOR WHATCOM COUNTY, JUNE 8, 1953.)

**6. EROSION ACTION ALONG THE ARMORED FILL AREA AFFECTING THE LAKE WHATCOM SHORELANDS:**

DUE TO EROSION ACTION ALONG THE FACE OF THE (NOW REMOVED) BULKHEAD WALL, THE LAKE BOTTOM HAD, BY THE TIME OF SAID BULKHEAD'S REMOVAL, GRADUALLY BEEN LOWERED ALONG THE FACE OF THE BULKHEAD TO AN ELEVATION BELOW THAT OF THE COURT DETERMINED "ORDINARY LOW WATER" ELEVATION CONTOUR. AS A RESULT OF THIS EROSION, THIS SURVEY HOLDS THAT AT THE TIME OF THE BULKHEAD'S REMOVAL, **ONLY BEDLANDS REMAINED** WATER-WARD OF SAID BULKHEAD. THE AREA CALCULATIONS INTENTIONALLY LIST A SHORELANDS AREA OF 0 SQUARE FEET (0 ACRES) IN RECOGNITION OF THIS.



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Record of Survey for Sudden Valley Community Association			
DWN BY	BHR	DATE	8/19/20
JOB NO.	2018-174		
CHK BY	JTB	SCALE	AS SHOWN
SHEET	2	OF	7



2020-0808283

# D.N.R. AQUATICS LEASE EXHIBIT #20-B09745

ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
WHATCOM COUNTY, WASHINGTON

## LEGAL DESCRIPTIONS (CREATED BY THIS SURVEY):

### PARCEL B--ARMORED FILL AREA

A PARCEL OF LAND, BEING A PORTION OF THE BEDLANDS OF LAKE WHATCOM, ABUTTING GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., SAID PARCEL BEING THE AREA SUBJECT TO EMLACED SOFT-ARMOR FILL PURSUANT TO AQUATIC LAND USE PERMIT NO.20-B09745, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CASED MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAKE WHATCOM BOULEVARD WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 5, AS DEPICTED ON THE REPLAT OF THE PLAT OF SUDDEN VALLEY DIVISION 1, PER THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 15, RECORDS OF WHATCOM COUNTY, WASHINGTON, SAID CASED MONUMENT BEARS NORTH 01° 07' 26" EAST, 47.12 FEET DISTANT, FROM THE (NOW OBLITERATED) MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, PER THE AFOREMENTIONED REPLAT OF SUDDEN VALLEY DIVISION 1;

THENCE NORTH 01° 07' 26" EAST, ALONG THE WEST LINE OF SAID SECTION 5, 2601.21 FEET, TO THE IRON PIPE MONUMENT MARKING THE WEST QUARTER-CORNER OF SAID SECTION, PER THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 56° 09' 20" EAST, 2343.42 FEET, TO A BRASS-DISK PLAT MONUMENT MARKING THE NORTHEAST TERMINUS OF THE CENTERLINE OF MARINA DRIVE AT THE INTERSECTION OF SAME WITH THE BOUNDARY COMMON TO THE PLAT OF SUDDEN VALLEY DIVISION 21, PER THE MAP THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 42, RECORDS OF WHATCOM COUNTY, AND TO THE SUDDEN VALLEY "MARINA PARCEL", PER THE LEGAL DESCRIPTION RECORD OF SURVEY OF SAME RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175160, SAID PLAT MONUMENT BEARS SOUTH 87° 00' 25" WEST, 588.26 FEET DISTANT, FROM THE LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT "MARINA", AND SAID PLAT MONUMENT BEING COINCIDENT WITH THAT "REFERENCE POINT A" AS DEPICTED ON THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE NORTH 27° 53' 46" WEST, ALONG SAID COMMON BOUNDARY, 147.64 FEET;  
THENCE NORTH 06° 14' 19" WEST, ALONG SAID COMMON BOUNDARY, 103.70 FEET;

THENCE NORTH 05° 28' 40" EAST, ALONG SAID COMMON BOUNDARY, 294.15 FEET, TO THE IRON BAR MONUMENT MARKING THE NORTH-MOST CORNER COMMON TO SAID PLAT AND MARINA PARCEL, SAID MONUMENT BEING COINCIDENT WITH "POINT A" PER THE AFOREMENTIONED LEGAL DESCRIPTION SURVEY OF THE SUDDEN VALLEY MARINA;

THENCE SOUTH 68° 49' 15" EAST, ALONG THE NORTH LINE OF SAID SUDDEN VALLEY MARINA PARCEL, 62.03 FEET;  
THENCE SOUTH 74° 04' 08" EAST, ALONG SAID NORTH PLAT BOUNDARY, 37.36 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE ORIGINAL MEANDERED SHORELINE OF RECORD, PER THE AFOREMENTIONED MARINA RECORD OF SURVEY;

THENCE NORTH 71° 06' 57" EAST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 42.38 FEET;

THENCE NORTH 77° 58' 24" EAST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 71.08 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE WEST MARGIN OF THE DREDGED MARINA ACCESS CHANNEL, PER THE AFOREMENTIONED RECORD OF SURVEY OF DNR AQUATICS LEASE NO. 20-A09745 AND RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE NORTH 77° 58' 24" EAST, CONTINUING ALONG SAID ORIGINAL MEANDERED SHORELINE, 116.83 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST MARGIN OF THE AFOREMENTIONED DREDGED ACCESS CHANNEL;

THENCE NORTH 77° 52' 50" EAST, CONTINUING ALONG SAID ORIGINAL MEANDERED SHORELINE, 123.91 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EXISTING WATERWARD LIMIT OF EMLACED FILL, ORIGINALLY CONSTRUCTED IN 2019, SAID POINT BEARS NORTH 20° 20' 40" WEST, 577.93 FEET DISTANT, FROM THE LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL CONTROL POINT "MARINA", AND SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED PARCEL;

THENCE NORTH 75° 06' 50" EAST, ALONG SAID LIMIT OF FILL, 26.99 FEET;  
THENCE SOUTH 87° 32' 35" EAST, ALONG SAID LIMIT OF FILL, 31.70 FEET;  
THENCE SOUTH 78° 11' 41" EAST, ALONG SAID LIMIT OF FILL, 23.40 FEET;  
THENCE SOUTH 61° 23' 31" EAST, ALONG SAID LIMIT OF FILL, 61.21 FEET;  
THENCE SOUTH 54° 10' 17" EAST, ALONG SAID LIMIT OF FILL, 35.91 FEET;  
THENCE SOUTH 43° 19' 11" EAST, ALONG SAID LIMIT OF FILL, 29.28 FEET;  
THENCE SOUTH 34° 46' 57" EAST, ALONG SAID LIMIT OF FILL, 34.79 FEET;  
THENCE SOUTH 24° 12' 16" EAST, ALONG SAID LIMIT OF FILL, 92.67 FEET;  
THENCE SOUTH 21° 50' 41" EAST, ALONG SAID LIMIT OF FILL, 59.65 FEET;  
THENCE SOUTH 18° 43' 21" EAST, ALONG SAID LIMIT OF FILL, 61.85 FEET;  
THENCE SOUTH 17° 48' 01" EAST, ALONG SAID LIMIT OF FILL, 79.87 FEET;  
THENCE SOUTH 12° 06' 50" EAST, ALONG SAID LIMIT OF FILL, 22.03 FEET;  
THENCE SOUTH 07° 00' 25" EAST, ALONG SAID LIMIT OF FILL, 45.00 FEET;  
THENCE SOUTH 09° 47' 27" EAST, ALONG SAID LIMIT OF FILL, 12.74 FEET;

THENCE SOUTH 68° 35' 42" WEST, ALONG SAID LIMIT OF FILL, 19.85 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE WATERWARD EDGE OF THE HISTORIC LOCATION OF THE (NOW OBLITERATED) BULKHEAD WALL MARKING THE LIMIT OF ACCEPTED UPLAND OWNERSHIP, PER THE AFOREMENTIONED MARINA LEGAL DESCRIPTION SURVEY (AFN.1175160), SAID WATERWARD EDGE BEING NOMINALLY COINCIDENT WITH THE (NOW COVERED) CONTOUR LINE DEFINING THE LINE OF ORDINARY LOW WATER, PER THE CITY OF BELLINGHAM PUBLISHED ELEVATION FOR SAME, PRIOR TO THE REMOVAL OF BULKHEAD STRUCTURE AND FILL EMLACEMENT, AND SAID POINT BEARS NORTH 51° 06' 18" EAST, 129.24 FEET DISTANT, FROM THE AFOREMENTIONED LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL CONTROL POINT "MARINA";

THENCE NORTH 07° 50' 10" WEST, ALONG SAID UPLAND OWNERSHIP LIMIT, 61.72 FEET;  
THENCE NORTH 07° 00' 12" WEST, ALONG SAID LIMIT, 15.17 FEET;  
THENCE NORTH 20° 44' 21" WEST, ALONG SAID LIMIT, 60.14 FEET;  
THENCE NORTH 21° 20' 03" WEST, ALONG SAID LIMIT, 61.68 FEET;  
THENCE NORTH 20° 03' 05" WEST, ALONG SAID LIMIT, 59.02 FEET;  
THENCE NORTH 21° 18' 34" WEST, ALONG SAID LIMIT, 46.24 FEET;  
THENCE NORTH 15° 08' 34" WEST, ALONG SAID LIMIT, 78.12 FEET;  
THENCE NORTH 42° 15' 58" WEST, ALONG SAID LIMIT, 56.60 FEET;  
THENCE NORTH 53° 18' 22" WEST, ALONG SAID LIMIT, 19.02 FEET;  
THENCE NORTH 63° 14' 02" WEST, ALONG SAID LIMIT, 89.16 FEET;

THENCE NORTH 86° 30' 00" WEST, ALONG SAID LIMIT, 57.25 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED EXISTING WATERWARD LIMIT OF EMLACED FILL, SAID POINT BEING THE **TRUE POINT OF BEGINNING** AND **TERMINUS** OF THIS DESCRIBED PARCEL.

CONTAINS 0 SQUARE FEET (0 ACRES) OF THE SECOND-CLASS SHORELANDS, AND 10,378 SQUARE FEET (0.24 ACRES) OF THE BEDLAND OF LAKE WHATCOM, MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

### PARCEL A--SUDDEN VALLEY MARINA DREDGED ACCESS CHANNEL

A PARCEL OF LAND, BEING A PORTION OF THE SECOND-CLASS SHORELANDS, AND BEDLANDS, OF LAKE WHATCOM, ABUTTING GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., SAID PARCEL BEING THE DREDGED SUDDEN VALLEY COMMUNITY ASSOCIATION MARINA ACCESS CHANNEL, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CASED MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAKE WHATCOM BOULEVARD WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 5, AS DEPICTED ON THE REPLAT OF THE PLAT OF SUDDEN VALLEY DIVISION 1, PER THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 15, RECORDS OF WHATCOM COUNTY, WASHINGTON, SAID CASED MONUMENT BEARS NORTH 01° 07' 26" EAST, 47.12 FEET DISTANT, FROM THE (NOW OBLITERATED) MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, PER THE AFOREMENTIONED REPLAT OF SUDDEN VALLEY DIVISION 1;

THENCE NORTH 01° 07' 26" EAST, ALONG THE WEST LINE OF SAID SECTION 5, 2601.21 FEET, TO THE IRON PIPE MONUMENT MARKING THE WEST QUARTER-CORNER OF SAID SECTION, PER THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 56° 09' 20" EAST, 2343.42 FEET, TO A BRASS-DISK PLAT MONUMENT MARKING THE NORTHEAST TERMINUS OF THE CENTERLINE OF MARINA DRIVE AT THE INTERSECTION OF SAME WITH THE BOUNDARY COMMON TO THE PLAT OF SUDDEN VALLEY DIVISION 21, PER THE MAP THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 42, RECORDS OF WHATCOM COUNTY, AND TO THE SUDDEN VALLEY "MARINA PARCEL", PER THE LEGAL DESCRIPTION RECORD OF SURVEY OF SAME RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175160, SAID PLAT MONUMENT BEARS SOUTH 87° 00' 25" WEST, 588.26 FEET DISTANT, FROM THE LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT "MARINA", AND SAID PLAT MONUMENT BEING COINCIDENT WITH THAT "REFERENCE POINT A" AS DEPICTED ON THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE NORTH 27° 53' 46" WEST, ALONG SAID COMMON BOUNDARY, 147.64 FEET;  
THENCE NORTH 06° 14' 19" WEST, ALONG SAID COMMON BOUNDARY, 103.70 FEET;

THENCE NORTH 05° 28' 40" EAST, ALONG SAID COMMON BOUNDARY, 294.15 FEET, TO THE IRON BAR MONUMENT MARKING THE NORTH-MOST CORNER COMMON TO SAID PLAT AND MARINA PARCEL, SAID MONUMENT BEING COINCIDENT WITH "POINT A" PER THE AFOREMENTIONED LEGAL DESCRIPTION SURVEY OF THE SUDDEN VALLEY MARINA;

THENCE SOUTH 68° 49' 15" EAST, ALONG THE NORTH LINE OF SAID SUDDEN VALLEY MARINA PARCEL, 62.03 FEET;  
THENCE SOUTH 74° 04' 08" EAST, ALONG SAID NORTH PLAT BOUNDARY, 37.36 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE ORIGINAL MEANDERED SHORELINE OF RECORD, PER THE AFOREMENTIONED MARINA RECORD OF SURVEY;

THENCE NORTH 71° 06' 57" EAST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 42.38 FEET;

THENCE NORTH 77° 58' 24" EAST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 71.08 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE WEST MARGIN OF THE DREDGED MARINA ACCESS CHANNEL, PER THE AFOREMENTIONED RECORD OF SURVEY OF DNR AQUATICS LEASE NO. 20-A09745 AND RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED PARCEL;

THENCE NORTH 00° 50' 00"EAST, ALONG SAID WEST MARGIN, 39.07 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE LINE OF "ORDINARY LOW WATER", PER SAID AQUATICS LEASE SURVEY;

THENCE NORTH 00° 50' 00"EAST, ALONG SAID WEST MARGIN, 204.27 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE NORTH MARGIN OF SAID AQUATICS LEASE;

THENCE SOUTH 89° 26' 54" EAST, ALONG SAID NORTH MARGIN, 125.96 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST MARGIN OF SAID LEASE;

THENCE SOUTH 04° 00' 00" WEST, ALONG SAID EAST MARGIN, 178.66 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED LINE OF "ORDINARY LOW WATER";

THENCE SOUTH 04° 00' 00" WEST, ALONG SAID EAST MARGIN, 39.63 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED ORIGINAL MEANDERED SHORELINE OF RECORD, SAID POINT BEARS NORTH 31° 58' 42" WEST, 608.15 FEET DISTANT, FROM THE AFOREMENTIONED LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL CONTROL POINT "MARINA";

THENCE SOUTH 77° 58' 24" WEST, ALONG SAID ORIGINAL MEANDERED LINE OF SHORELINE, 116.83 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED WEST MARGIN OF AQUATICS LEASE 20-A09745, SAID POINT BEING THE **TRUE POINT OF BEGINNING** AND **TERMINUS** OF THIS DESCRIBED PARCEL.

CONTAINS 4,493 SQUARE FEET (0.10 ACRES) OF THE LAKE WHATCOM SECOND-CLASS SHORELAND, AND 23,088 SQUARE FEET OF LAKE WHATCOM BEDLAND, FOR AN AGGREGATE AREA OF 27,581 SQUARE FEET (0.63 ACRES) MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

### PARCEL C--MARINA SWIM BEACH

A PARCEL OF LAND, BEING A PORTION OF THE SECOND-CLASS SHORELANDS, AND BEDLANDS, OF LAKE WHATCOM, ABUTTING GOVERNMENT LOTS 3 AND 4, SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., SAID PARCEL BEING THE MARINA PARK SWIM BEACH AREA, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CASED MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAKE WHATCOM BOULEVARD WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 5, AS DEPICTED ON THE REPLAT OF THE PLAT OF SUDDEN VALLEY DIVISION 1, PER THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 15, RECORDS OF WHATCOM COUNTY, WASHINGTON, SAID CASED MONUMENT BEARS NORTH 01° 07' 26" EAST, 47.12 FEET DISTANT, FROM THE (NOW OBLITERATED) MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, PER THE AFOREMENTIONED REPLAT OF SUDDEN VALLEY DIVISION 1;

THENCE NORTH 01° 07' 26" EAST, ALONG THE WEST LINE OF SAID SECTION 5, 2601.21 FEET, TO THE IRON PIPE MONUMENT MARKING THE WEST QUARTER-CORNER OF SAID SECTION, PER THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 56° 09' 20" EAST, 2343.42 FEET, TO A BRASS-DISK PLAT MONUMENT MARKING THE NORTHEAST TERMINUS OF THE CENTERLINE OF MARINA DRIVE AT THE INTERSECTION OF SAME WITH THE BOUNDARY COMMON TO THE PLAT OF SUDDEN VALLEY DIVISION 21, PER THE MAP THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 42, RECORDS OF WHATCOM COUNTY, AND TO THE SUDDEN VALLEY "MARINA PARCEL", PER THE LEGAL DESCRIPTION RECORD OF SURVEY OF SAME RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175160, AND SAID PLAT MONUMENT BEING COINCIDENT WITH "REFERENCE POINT A" AS DEPICTED ON THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE NORTH 87° 00' 25" EAST, 588.26 FEET, TO THE CONCRETE LAKE WHATCOM WATER & SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT DESIGNATED "MARINA";

THENCE NORTH 51° 06' 18" EAST, 129.24 FEET, TO A POINT AT THE INTERSECTION OF THE ORIGINAL MEANDERED SHORELINE OF LAKE WHATCOM, ACCORDING TO THE LEGAL DESCRIPTION RECORD OF SURVEY FOR THE SUDDEN VALLEY MARINA PARK TRACT, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175161, WITH THE SOUTHEAST LIMIT OF THE EMLACED SOFT-ARMOR FILL ORIGINALLY CONSTRUCTED IN 2019, SAID INTERSECTING POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED PARCEL;

THENCE NORTH 68° 35' 42" EAST, ALONG SAID SOUTHEAST LIMIT, 19.85 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE EASTERLY LIMIT OF SAID EMLACED FILL;

THENCE NORTH 88° 42' 59" EAST, ACROSS THE AFOREMENTIONED LAKE WHATCOM BEDLANDS, 143.70 FEET, MORE OR LESS, TO A POINT COINCIDENT WITH AN ANCHOR PILING ORIGINALLY DEPICTED AS BEING THE NORTHEAST CORNER OF THE SWIMMING AREA, PER THE RECORD OF SURVEY OF DNR AQUATIC LEASE 20-A09745, RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 59° 23' 10" EAST, ACROSS THE AFOREMENTIONED LAKE WHATCOM BEDLANDS, 355.36 FEET, TO A POINT ON THE CONTOUR LINE REPRESENTING THE ADMINISTRATIVE ORDINARY LOW WATER LINE\* OF SAID LAKE WHATCOM;

THENCE SOUTH 68° 25' 27" EAST, ACROSS THE SECOND CLASS SHORELANDS OF LAKE WHATCOM, 21.00 FEET, TO A POINT ON THE ORIGINAL MEANDERED SHORELINE OF LAKE WHATCOM, PER THE AFOREMENTIONED MARINA PARK RECORD OF SURVEY, SAID POINT BEARS NORTH 39° 52' 37" WEST, 171.72 FEET DISTANT, FROM THE NORTH CORNER COMMON TO SAID MARINA PARK TRACT, AND TO THE SUDDEN VALLEY GOLF COURSE TRACT, PER THE LEGAL DESCRIPTION SURVEY OF SAME RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175162, SAID NORTH CORNER BEING DESIGNATED AS POINT "C" ON SAID GOLF COURSE TRACT SURVEY;

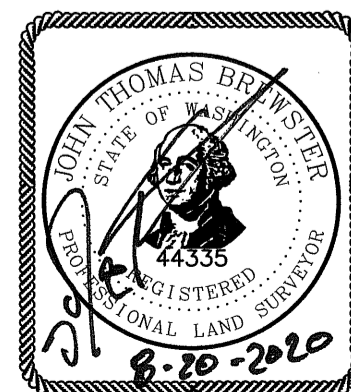
THENCE SOUTH 39° 20' 03" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 66.84 FEET;  
THENCE SOUTH 54° 22' 45" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 54.41 FEET;  
THENCE SOUTH 82° 58' 31" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 46.39 FEET;  
THENCE NORTH 80° 42' 46" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 64.78 FEET;  
THENCE NORTH 65° 05' 09" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 149.47 FEET;  
THENCE NORTH 54° 27' 33" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 66.03 FEET;  
THENCE NORTH 30° 49' 15" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 62.49 FEET;  
THENCE NORTH 47° 43' 54" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 91.89 FEET;

THENCE NORTH 02° 20' 35" WEST, ALONG SAID ORIGINAL MEANDERED SHORELINE, 40.05 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTHEAST LIMIT OF THE AFOREMENTIONED EMLACED SOFT-ARMOR FILL ORIGINALLY CONSTRUCTED IN 2019, SAID POINT BEING THE **TRUE POINT OF BEGINNING** AND **TERMINUS** OF THIS DESCRIBED PARCEL.

CONTAINS 11,940 SQUARE FEET (0.27 ACRES) OF THE SECOND-CLASS SHORELAND OF LAKE WHATCOM, MORE OR LESS, AND 58,875 SQUARE FEET (1.35 ACRES) OF THE BEDLAND OF LAKE WHATCOM, MORE OR LESS, FOR AN AGGREGATE AREA OF 70,815 SQUARE FEET (1.62 ACRES), MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

\*SEE NOTE #5, SHEET 2, OF THIS SURVEY FOR ADDITIONAL DATA REGARDING THIS FEATURE.



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805 DUPONT STREET  
BELLINGHAM, WA 98225  
(360) 733-6100 • FAX (360) 647-9061

www.wilsonengineering.com

18174 DNR ROS .DWG

<i>Record of Survey for</i> <b>Sudden Valley Community Association</b>			
DWN BY	BHR	DATE	8/19/20
CHK BY	JTB	SCALE	AS SHOWN
JOB NO.	2018-174	SHEET	3 OF 7



**D.N.R. AQUATICS LEASE EXHIBIT #20-B09745**  
 ADJACENT TO GOV'T LOTS 3, 4 & 5, SEC. 5, AND GOV'T LOT 1, SEC. 8, TWP. 37 N., RGE. 4E., W.M.,  
 WHATCOM COUNTY, WASHINGTON

**LEGAL DESCRIPTIONS (CREATED BY THIS SURVEY):**

**PARCEL D-- PM BEACH NON-MOTORIZED USE AREA**

A PARCEL OF LAND, BEING A PORTION OF THE SECOND-CLASS SHORELANDS, AND BEDLANDS, OF LAKE WHATCOM, ABUTTING GOVERNMENT LOTS 4 AND 5, SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., SAID PARCEL BEING THE SUDDEN VALLEY COMMUNITY ASSOCIATION PM BEACH NON-MOTORIZED USE AREA, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIPE MONUMENT MARKING THE WEST QUARTER-CORNER OF SAID SECTION 5, PER THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 01° 07' 26" WEST, ALONG THE WEST LINE OF SAID SECTION 5, 2601.21 FEET, TO THE CASED MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAKE WHATCOM BOULEVARD WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 5, AS DEPICTED ON THE REPLAT OF THE PLAT OF SUDDEN VALLEY DIVISION 1, PER THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 15, RECORDS OF WHATCOM COUNTY, WASHINGTON

THENCE SOUTH 01° 07' 26" WEST, CONTINUING ALONG SAID WEST LINE, 47.12 FEET, TO THE CALCULATED POSITION OF THE (NOW OBLITERATED) MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, PER THE AFOREMENTIONED REPLAT OF SUDDEN VALLEY DIVISION 1;

THENCE SOUTH 88° 21' 26" EAST, ALONG THE SOUTH LINE OF SAID SECTION 5, 3489.89 FEET, TO A POINT WHICH BEARS NORTH 88° 21' 26" WEST, 1231.17 FEET DISTANT, FROM THE (NOW OBLITERATED) GOVERNMENT MEANDER CORNER COMMON TO FRACTIONAL SECTIONS 5 AND 8 OF THE AFOREMENTIONED TOWNSHIP AND RANGE, ACCORDING TO THE LEGAL DESCRIPTION RECORD OF SURVEY OF THE SUDDEN VALLEY MORNING & AFTERNOON BEACH PARK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175157;

THENCE NORTH 01° 38' 34" EAST, NORMAL TO SAID SOUTH LINE OF SECTION 5, 171.76 FEET, TO A POINT ON THE ADJUSTED GOVERNMENT MEANDER LINE OF SAID FRACTIONAL SECTION 5, SAID POINT BEARS NORTH 81° 59' 01" WEST, 786.78 FEET DISTANT, FROM THE LAKE WHATCOM WATER AND SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT "WWTP", AND SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED PARCEL;

THENCE NORTH 25° 11' 13" WEST, ALONG SAID MEANDER LINE, 446.88 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE LINE OF VEGETATION MARKING THE WATERWARD LIMIT OF UPLAND OWNERSHIP, PER THE ORIGINAL MEANDERS;

THENCE NORTH 01° 16' 29" EAST, ALONG SAID OWNERSHIP LIMIT, 65.35 FEET;  
 THENCE NORTH 18° 14' 30" EAST, ALONG SAID OWNERSHIP LIMIT, 120.81 FEET;  
 THENCE NORTH 34° 43' 18" EAST, ALONG SAID OWNERSHIP LIMIT, 76.28 FEET;  
 THENCE NORTH 54° 33' 05" EAST, ALONG SAID OWNERSHIP LINE, 146.82 FEET, TO A POINT WHICH BEARS SOUTH 58° 14' 17" EAST, 1081.80 FEET DISTANT, FROM THE LAKE WHATCOM WATER AND SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT "MARINA";

THENCE SOUTH 63° 00' 22" EAST, 528.81 FEET, TO A POINT ON THE AFOREMENTIONED LINE OF VEGETATION MARKING THE WATERWARD LIMIT OF UPLAND OWNERSHIP;

THENCE SOUTH 10° 46' 14" EAST, ALONG SAID OWNERSHIP LIMIT, 165.89 FEET;  
 THENCE SOUTH 03° 34' 43" EAST, ALONG SAID OWNERSHIP LIMIT, 164.76 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED ADJUSTED MEANDER LINE OF FRACTIONAL SECTION 5, SAID POINT BEARS NORTH 42° 49' 15" WEST, 374.37 FEET DISTANT, FROM THE AFOREMENTIONED CADASTRAL SURVEY CONTROL POINT "WWTP";

THENCE SOUTH 26° 18' 47" WEST, ALONG SAID ADJUSTED MEANDER LINE, 125.40 FEET;  
 THENCE NORTH 83° 41' 13" WEST, ALONG SAID ADJUSTED MEANDER LINE, 165.00 FEET;  
 THENCE NORTH 18° 11' 13" WEST, ALONG SAID ADJUSTED MEANDER LINE, 132.00 FEET;  
 THENCE NORTH 63° 41' 13" WEST, ALONG SAID ADJUSTED MEANDER LINE, 66.00 FEET;  
 THENCE SOUTH 08° 11' 13" EAST, ALONG SAID ADJUSTED MEANDER LINE, 231.00 FEET;

THENCE NORTH 89° 11' 13" WEST, ALONG SAID ADJUSTED MEANDER LINE, 237.60 FEET, TO THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED PARCEL.

CONTAINS 365,118 SQUARE FEET (8.38 ACRES), MORE OR LESS.  
 SITUATE IN WHATCOM COUNTY, WASHINGTON.

**PARCEL E - AM BEACH SWIM AREA**

A PARCEL OF LAND, BEING A PORTION OF THE SECOND-CLASS SHORELANDS, AND BEDLANDS, OF LAKE WHATCOM, ABUTTING GOVERNMENT LOT 5, SECTION 5, AND GOVERNMENT LOT 1, SECTION 8, BOTH OF TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., SAID PARCEL BEING THE SUDDEN VALLEY COMMUNITY ASSOCIATION AM BEACH SWIM AREA, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIPE MONUMENT MARKING THE WEST QUARTER-CORNER OF SAID SECTION 5, PER THE RECORD OF SURVEY RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1980901906;

THENCE SOUTH 01° 07' 26" WEST, ALONG THE WEST LINE OF SAID SECTION 5, 2601.21 FEET, TO THE CASED MONUMENT MARKING THE CENTERLINE INTERSECTION OF LAKE WHATCOM BOULEVARD WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 5, AS DEPICTED ON THE REPLAT OF THE PLAT OF SUDDEN VALLEY DIVISION 1, PER THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 15, RECORDS OF WHATCOM COUNTY, WASHINGTON;

THENCE SOUTH 01° 07' 26" WEST, CONTINUING ALONG SAID WEST LINE, 47.12 FEET, TO THE CALCULATED POSITION OF THE (NOW OBLITERATED) MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, PER THE AFOREMENTIONED REPLAT OF SUDDEN VALLEY DIVISION 1;

THENCE SOUTH 88° 21' 26" EAST, ALONG THE SOUTH LINE OF SAID SECTION 5, 4721.06 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE ADJUSTED GOVERNMENT MEANDER LINE OF SECTIONS 5 AND 8 OF THE AFOREMENTIONED TOWNSHIP AND RANGE, ACCORDING TO THE LEGAL DESCRIPTION RECORD OF SURVEY OF THE SUDDEN VALLEY MORNING & AFTERNOON BEACH PARK, PER THE MAP THEREOF RECORDED UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 1175157, SAID POINT BEING COINCIDENT WITH THE (NOW OBLITERATED) GOVERNMENT MEANDER CORNER COMMON TO FRACTIONAL SECTIONS 5 AND 8 OF THE AFOREMENTIONED TOWNSHIP AND RANGE, SAID POINT BEARS SOUTH 77° 42' 54" EAST, 457.11 FEET DISTANT FROM THE LAKE WHATCOM WATER AND SEWER DISTRICT CADASTRAL SURVEY POINT "WWTP", AND SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED PARCEL;

THENCE NORTH 20° 45' 57" WEST, ALONG THE AFOREMENTIONED GOVERNMENT MEANDER LINE, 90.54 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAME WITH THE EXISTING VEGETATION LINE HERE MARKING THE LIMIT OF UPLAND OWNERSHIP ADJOINING LAKE WHATCOM;

THENCE NORTH 27° 51' 38" EAST, ALONG SAID VEGETATION LINE, 51.15 FEET;  
 THENCE NORTH 11° 58' 16" EAST, ALONG SAID VEGETATION LINE, 37.47 FEET;  
 THENCE NORTH 11° 14' 08" EAST, ALONG SAID VEGETATION LINE, 64.91 FEET;  
 THENCE NORTH 26° 25' 54" EAST, ALONG SAID VEGETATION LINE, 25.76 FEET;

THENCE NORTH 21° 39' 13" EAST, ALONG SAID VEGETATION LINE, 79.26 FEET, TO A POINT WHICH BEARS SOUTH 61° 36' 24" EAST, 2485.29 FEET DISTANT, FROM THE LAKE WHATCOM WATER AND SEWER DISTRICT CADASTRAL SURVEY CONTROL POINT "MARINA";

THENCE SOUTH 73° 38' 35" EAST, 20.09 FEET;

THENCE CONTINUING SOUTH 73° 38' 35" EAST, 48.12 FEET;

THENCE SOUTH 07° 19' 32" WEST, 231.19 FEET;

THENCE SOUTH 16° 43' 21" EAST, 113.59 FEET;

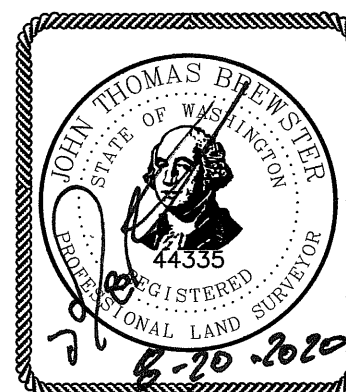
THENCE SOUTH 57° 01' 29" WEST, 65.47 FEET;

THENCE CONTINUING SOUTH 57° 01' 29" WEST, 20.00 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED ADJUSTED GOVERNMENT MEANDER LINE;

THENCE NORTH 32° 58' 31" WEST, ALONG SAID ADJUSTED MEANDER LINE, 91.66 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTH LINE OF SAID SECTION 5, SAID POINT BEING COINCIDENT WITH THE AFOREMENTIONED MEANDER CORNER COMMON TO SAID SECTIONS 5 AND 8, AND SAID POINT BEING THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIBED PARCEL.

CONTAINS 37,747 SQUARE FEET (0.87 ACRES), MORE OR LESS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



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 805 DUPONT STREET  
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 www.wilsonengineering.com

*Record of Survey for  
 Sudden Valley Community Association*

DWN BY	BHR	DATE	8/19/20	JOB NO.	2018-174
CHK BY	JTB	SCALE	AS SHOWN	SHEET	4 OF 7

# APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Michael Bennett, General Manager  
**Date:** January 23, 2025  
**Subject:** Approval Request – Driveway Access Parcel Improvement by Owners

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## **Purpose**

To request Board approval of the requests from five (5) owners to improve and maintain the SVCA owned parcel ID 29423, which they use as access to their property driveways.

## **Background**

This “green space” parcel labeled as Park 2 on the Whatcom County Assessor map has recorded easements allowing driveway access to 5 homes. The lots that use this dirt driveway are:

Lot 10, parcel #29539 (67 Stable Ln #B)

Lot 18, parcel #29337 (67 Stable Ln)

Lot 19, parcel #29382 (65 Stable Ln)

Lot 20, parcel #29404 (63 Stable Ln)

Lot 21/22, parcel #29451 (51 Stable Ln)

## **Analysis**

Over the past 20+ years, the five property owners have paid to replace gravel on this steep access driveway for maintenance. Each time this was done, it was only a short time before rain and weather eventually washed a good portion of the gravel down the steep drive into the driveway at 65 Stable Ln (Lot 19, #29382) and the main road at the bottom of the hill (Stable Ln). The owners paid for the work and materials.

## **Requests**

The five homeowners, working together, developed a viable solution that would not waste their money as the gravel was washed away each year. They propose to pay for and install a driveway surface “grid system” that is 100% permeable and filled with gravel in residential and commercial applications. The product is environmentally compatible (non-toxic, harmless to plants, animals, and microorganisms) and an inert, groundwater-neutral material. SVCA Maintenance Manager Mike Brock has surveyed the location and recommends the SVCA Board approve this material and installation.

## **Motion**

Move that the Board of Directors authorize the GM to inform the property owners that SVCA approves their request to install and maintain the driveway surface gravel-filled grid system, provided the plan, materials, and methods are reviewed and approved by the SVCA Maintenance Manager, Mike Brock and that the owners complete any applicable permits and applications

required. All expenses for installing and maintaining the driveway parcel in the future will be paid by the owners, who will benefit from this project.

**Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Keith McLean, SVCA Board President



**From:** Carter, Rosie <[rosie.carter@pse.com](mailto:rosie.carter@pse.com)>  
**Sent:** Wednesday, September 11, 2024 3:18 PM  
**To:** ACCAdmin <[ACCAdmin@suddenvalley.com](mailto:ACCAdmin@suddenvalley.com)>  
**Subject:** RE: DRIVEWAY ACCESS ON SV LOT PARCEL ID #29423

Good afternoon!

I was just touching base as I have not heard back from Sudden Valley yet regarding an issue with our shared driveway in Sudden Valley. I looked through my voicemails and didn't see anything from Sudden Valley since I sent the e-mail below just over 3 weeks ago. I was hoping we could schedule a meeting on site to look at the issues with the shared driveway access for several homes – including ours! I am available any time to meet – please let me know what date/time works for Sudden Valley!

I have had company the last couple of weeks and training at work so I apologize if someone has already tried to contact me or I missed an e-mail from Sudden Valley already!

Thank you and I look forward to meeting!

Rosie Carter

**From:** Carter, Rosie  
**Sent:** Monday, August 19, 2024 3:03 PM  
**To:** [ACCAdmin@suddenvalley.com](mailto:ACCAdmin@suddenvalley.com)  
**Subject:** DRIVEWAY ACCESS ON SV LOT PARCEL ID #29423

Good afternoon!

This e-mail is a follow up to my phone conversation today regarding green space lot parcel #29423 in Division 6.

This “green space” parcel labeled as Park 2 on Whatcom County Assessor map has recorded easements to allow for driveway access to 5 homes. The lots that use this dirt driveway are:

- Lot 10, parcel #29539 (67 Stable Ln #B)
- Lot 18, parcel #29337 (67 Stable Ln)
- Lot 19, parcel #29382 (65 Stable Ln)
- Lot 20, parcel #29404 (63 Stable Ln)
- Lot 21/22, parcel #29451 (51 Stable Ln)

Please see attachment 1 showing parcels highlighted with addresses.

Over the past 20+ years, we five property owners have paid to replace gravel on this very steep driveway for maintenance purposes. But every time we did this, it was only a short time before rain and weather eventually washed a good portion of the gravel down the steep drive into the driveway at 65 Stable Ln (Lot 19, #29382) as well as the main road at the bottom of the hill (Stable Ln). The work and material were expensive and paid for out of our pockets. It has been many years since this was done as we are tired of wasting our money just to see our efforts washed away.

We do not have any new homes or homeowners using the drive. The most recent home was built 25 years ago and the other four homes are much older. We have managed to fill pot holes and water run-off channels ourselves with shovels in hand over the years. However, this past winter the heavier rains caused several rivets or channels in the dirt. And with the high traffic usage (there are a total of at least 12 cars using this drive multiple times every day), those rivets/channels have now become very deep potholes. It is absolutely horrible to even drive up the steep portion of the drive as you are rocked back and forth in all directions just going up at a very slow pace. Part of the problem is that we have quite a few front-wheel or 2-wheel drive vehicles and when they first start up the hill on the steepest part of the drive, all they do is spin their wheels in the dirt just trying to get some traction to get up the hill. The dust that flies up in the air from that is terrible. We (65 & 63 Stable Ln) don't have A/C and we have our windows open a good portion of the year. So the dust that comes into our homes from this constant barrage is impossible to keep up with.

Since it has gotten so bad this year, all 5 of us homeowners are now looking at working together to come up with a viable solution that will not be a waste of our hard-earned money. Something has to be done and we are now wanting to address this as a group. To start this process, we realize the entire drive is on "park" land owned by Sudden Valley and we need to determine what is going to be required. We have found a really good option that is a "grid system" that is 100% permeable and used with gravel in residential as well as commercial applications. A big plus of this product is that it is environmentally compatible (non-toxic, harmless to plants, animals, and microorganisms) as well as being an inert materials that is groundwater neutral.

Please see attached pictures of various locations looking at the drive.

Before we go down the road of getting quotes, we know we need to start with SVCA and what will even be allowed. Therefore, we would like to meet with SVCA maintenance and start this process.

I will be the contact for our group and have a very flexible schedule. Please let me know what date and time would best work for Sudden Valley to meet and discuss options for this project.

If you have any questions or need additional information, please don't hesitate to contact me.

Thank you.

**Rosie Carter**

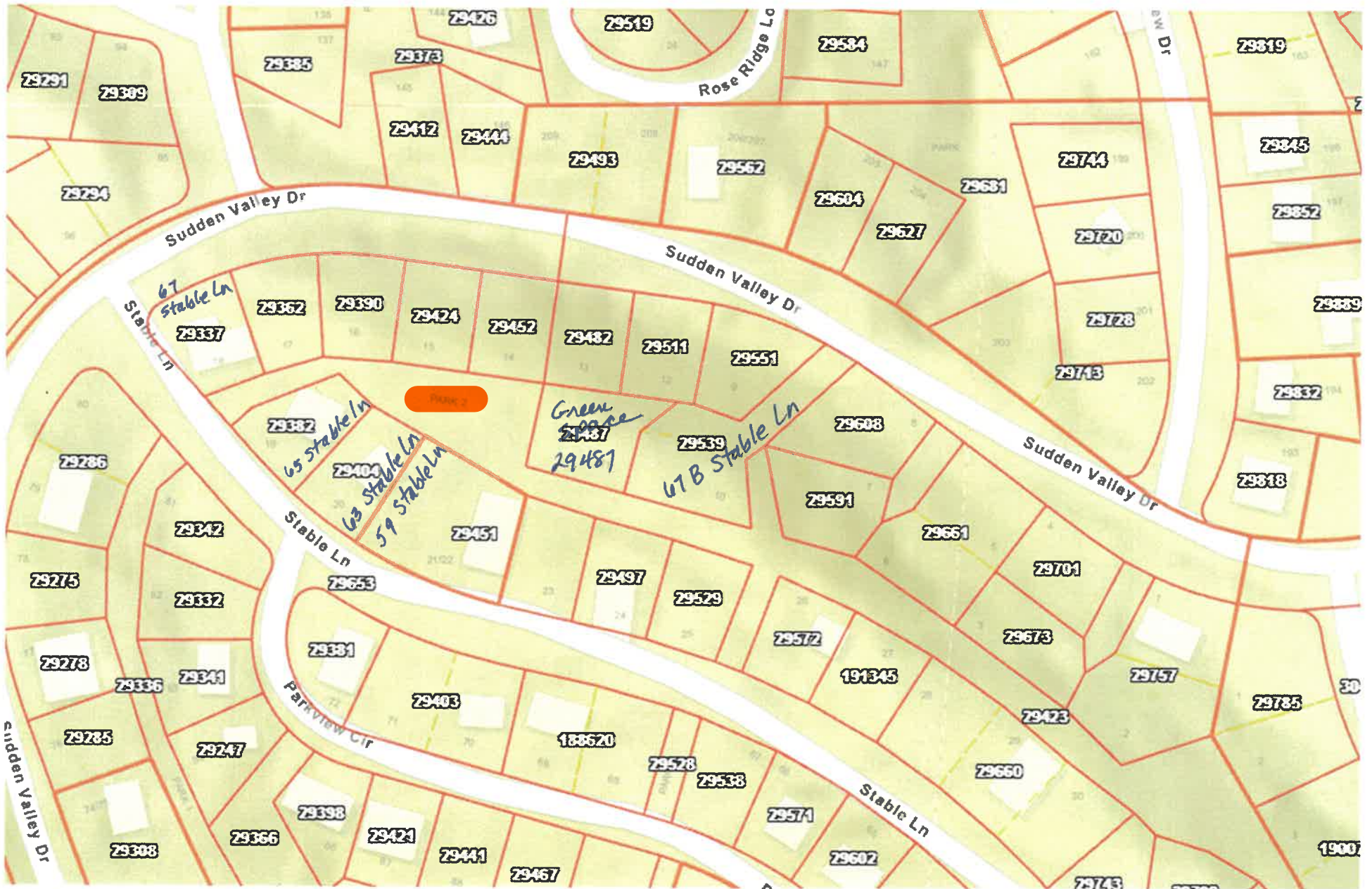
65 Stable Ln

Bellingham, WA 98229

Cell: (360) 661-7873 | E-mail: [Rosie.Carter@pse.com](mailto:Rosie.Carter@pse.com)



Map of Stable Lane



Filed for Record at the Request of:

SUDDEN VALLEY COMMUNITY ASSOCIATION  
ATTN: SVCA PRESIDENT  
4 CLUBHOUSE CIRCLE  
BELLINGHAM, WA 98229

**TITLE OF DOCUMENT:** REVOCABLE EASEMENT FOR INGRESS AND EGRESS

**GRANTOR(S):** SUDDEN VALLEY COMMUNITY ASSOCIATION,  
a Washington non-profit homeowners association

**GRANTEE(S):** CONOR & ANDREA RYAN  
SHANNON & APRIL CLARK  
LSTON & ROSIE CARTER  
GORDON & SHAMEEM SHERWIN  
ROBERT & ARLENE DEURBROUCK

**LEGAL DESCRIPTION:** LOTS 10, 11, 18, 19, 20, & LOTS 21/22, SUDDEN VALLEY, DIV.  
NO. 6

**TAX PARCEL ID#:** 3704061144050000 / P29487 (LOT 11)  
3704061244000000 / P29539 (LOT 10)  
3704060784130000 / P29337 (LOT 18)  
3704060904050000 / P29382 (LOT 19)  
3704060944000000 / P29404 (LOT 20)  
3704061063940000 / P29451 (LOTS 21/22)

**REFERENCE NOS.  
OF DOCS SIGNED/REL.:** N/A

## REVOCABLE EASEMENT FOR INGRESS AND EGRESS

This **REVOCABLE EASEMENT FOR INGRESS AND EGRESS** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date"), by and between **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit homeowners association, hereinafter referred to as the "Grantor" or the "Association," and **CONOR & ANDREA RYAN, SHANNON & APRIL CLARK, LOSTON & ROSIE CARTER, GORDON & SHAMEEM SHERWIN, and ROBERT & ARLENE DEURBROUCK**, hereinafter referred to as the "Grantees." Grantor and Grantees shall be collectively referred to hereinafter as the "Parties," and individually as a "Party."

### I. RECITALS

**WHEREAS**, Grantor owns the real property identified by Whatcom County Assessor Tax Parcel No. 3704061144050000 / P29487 (the "Burdened Lot"), as legally described in **Exhibit A** hereto;

**WHEREAS**, Grantees own the real properties (the "Benefitted Lots"), as more particularly described in **Exhibit B** hereto;

**WHEREAS**, the Parties desire to formalize an easement for ingress and egress for the existing driveway that already crosses the Burdened Lot for the benefit of the Benefitted Lots, according to the terms and conditions in this Agreement; and

**WHEREAS**, Grantor is willing to grant a revocable easement for ingress and egress to Grantees.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, Grantor hereby conveys to Grantees, and Grantees' successors and assigns, a revocable easement for ingress and egress across, along, and upon Grantor's Burdened Lot described in **Exhibit A**, attached hereto and by this reference made a part hereof, for the purpose of ingress and egress from Stable Lane to Grantees' Benefitted Lots (the "Easement"), subject to the following terms and conditions.

1. **ACCESS TO MEMBERS.** Grantees are prohibited from parking vehicles within the Easement or from restricting other members of the Association from gaining access to the park.
2. **MAINTENANCE AND REPAIR.** Grantees are responsible for all costs of inspection, maintenance, improvement, repair, construction or reconstruction, or improvement to said driveway. Grantees are responsible, at Grantees' own expense, to maintain the driveway in conformance with Whatcom County and the Association's standards.
3. **GRANTOR'S RETENTION OF RIGHTS.** This Easement is not intended to interfere with Grantor's use of the surface or subsurface of said property, should Grantor wish to lay pipe or otherwise alter the surface of the park, including the driveway. In the event Grantor deems it necessary to commence construction within the driveway, Grantees shall bear the costs of restoring the road to the Association's standards. Grantor shall have the unrestricted right to restrict Grantees' access on a temporary basis, if necessary, to perform Association-related activities within the park.



4. **INDEMNIFICATION.** Grantees assume any and all risk and liability associated with the use of this Easement and agrees to indemnify and hold Grantor, and its employees, officers, and board members, harmless against all liabilities, claims, judgments, or demands for damages arising from accidents to persons or property occasioned by the use of the driveway by Grantees, and/or its invitees and guests, and Grantees will defend any and all suits that may be brought against the Association, and/or its employees, officers, and board members, on account of such accidents, and will make good and reimburse the Association, and/or its employees, officers, and board members, for any expenditures the Association may make by reason of such accidents.

5. **REVOCAION OF EASEMENT.** This Easement shall be revocable by the Association upon thirty (30) days' written notice to Grantees at the address each Grantee has on file with Grantor. Upon revocation, Grantees shall be required to provide access, at Grantees' own expense, direct from Stable Lane.

6. **BINDING EFFECT.** This Easement, and all rights associated therewith, shall be perpetual in existence and duration, considered and construed as covenants running with the land, and shall be binding upon, inure, and extend to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.

7. **NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for any public use or purpose whatsoever.

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

9. **LITIGATION.** If a legal action is instituted by reason of any default or breach on the part of any Party in the performance of any of the provisions of this Agreement, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. The Parties expressly waive their rights to a trial by jury.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of all Parties, or their successors and assigns.

11. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings between the parties. Each Party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement.

**IN WITNESS WHEREOF,** the Parties have set their hands and signed this Agreement on the day and year first above written.













**EXHIBIT A  
LEGAL DESCRIPTION  
GRANTOR'S PROPERTY / THE "BURDENED LOT"**

**3704061144050000 / P29487**

LOT 11, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



**EXHIBIT B  
LEGAL DESCRIPTIONS  
GRANTEES' PROPERTIES / THE "BENEFITTED LOTS"**

**3704061244000000 / P29539**

LOT 10, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060784130000 / P29337**

LOT 18, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060904050000 / P29382**

LOT 19, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060944000000 / P29404**

LOT 20, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704061063940000 / P29451**

LOTS 21/22, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

# APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors

**From:** Michael Bennett, General Manager

**Date:** January 23, 2025

**Subject:** Approval Request – 2024 Audit Engagement

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## Purpose

To request Board approval of the proposed 2024 annual Financial Audit engagement.

## Background

Larson Gross Assurance's previous audit firm has submitted its Annual Financial Audit engagement letter for acceptance by SVCA.

## Analysis

Larson Gross has performed the SVCA Financial Audit professionally and competently in the past and has extensive experience working with the SVCA accounting team. The proposed base cost for the audit is within the 2025 budget for this line item.

## Requests

Request that the Board of Directors authorize the GM and Director of Finance to engage Larson Gross Assurance for the 2024 SVCA Financial Audit at a base cost of \$37,500 for the Fiscal Year Ended December 31, 2024. They will charge an additional \$500, up to a maximum of \$5,000 if audit adjustments are required— to be paid from the SVCA operating budget Account 7000 - / Audit & Tax Services 2025 Budget = \$49,000.

## Motion

Move that the Board of Directors authorize the GM and Director of Finance to engage Larson Gross Assurance for the 2024 SVCA Financial Audit at a base cost of \$37,500 for the Fiscal Year Ending December 31, 2024,

## Approval

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith McLean, SVCA Board President



**From:** Carter, Rosie <[rosie.carter@pse.com](mailto:rosie.carter@pse.com)>  
**Sent:** Wednesday, September 11, 2024 3:18 PM  
**To:** ACCAdmin <[ACCAdmin@suddenvalley.com](mailto:ACCAdmin@suddenvalley.com)>  
**Subject:** RE: DRIVEWAY ACCESS ON SV LOT PARCEL ID #29423

Good afternoon!

I was just touching base as I have not heard back from Sudden Valley yet regarding an issue with our shared driveway in Sudden Valley. I looked through my voicemails and didn't see anything from Sudden Valley since I sent the e-mail below just over 3 weeks ago. I was hoping we could schedule a meeting on site to look at the issues with the shared driveway access for several homes – including ours! I am available any time to meet – please let me know what date/time works for Sudden Valley!

I have had company the last couple of weeks and training at work so I apologize if someone has already tried to contact me or I missed an e-mail from Sudden Valley already!

Thank you and I look forward to meeting!

Rosie Carter

**From:** Carter, Rosie  
**Sent:** Monday, August 19, 2024 3:03 PM  
**To:** [ACCAdmin@suddenvalley.com](mailto:ACCAdmin@suddenvalley.com)  
**Subject:** DRIVEWAY ACCESS ON SV LOT PARCEL ID #29423

Good afternoon!

This e-mail is a follow up to my phone conversation today regarding green space lot parcel #29423 in Division 6.

This “green space” parcel labeled as Park 2 on Whatcom County Assessor map has recorded easements to allow for driveway access to 5 homes. The lots that use this dirt driveway are:

- Lot 10, parcel #29539 (67 Stable Ln #B)
- Lot 18, parcel #29337 (67 Stable Ln)
- Lot 19, parcel #29382 (65 Stable Ln)
- Lot 20, parcel #29404 (63 Stable Ln)
- Lot 21/22, parcel #29451 (51 Stable Ln)

Please see attachment 1 showing parcels highlighted with addresses.

Over the past 20+ years, we five property owners have paid to replace gravel on this very steep driveway for maintenance purposes. But every time we did this, it was only a short time before rain and weather eventually washed a good portion of the gravel down the steep drive into the driveway at 65 Stable Ln (Lot 19, #29382) as well as the main road at the bottom of the hill (Stable Ln). The work and material were expensive and paid for out of our pockets. It has been many years since this was done as we are tired of wasting our money just to see our efforts washed away.

We do not have any new homes or homeowners using the drive. The most recent home was built 25 years ago and the other four homes are much older. We have managed to fill pot holes and water run-off channels ourselves with shovels in hand over the years. However, this past winter the heavier rains caused several rivets or channels in the dirt. And with the high traffic usage (there are a total of at least 12 cars using this drive multiple times every day), those rivets/channels have now become very deep potholes. It is absolutely horrible to even drive up the steep portion of the drive as you are rocked back and forth in all directions just going up at a very slow pace. Part of the problem is that we have quite a few front-wheel or 2-wheel drive vehicles and when they first start up the hill on the steepest part of the drive, all they do is spin their wheels in the dirt just trying to get some traction to get up the hill. The dust that flies up in the air from that is terrible. We (65 & 63 Stable Ln) don't have A/C and we have our windows open a good portion of the year. So the dust that comes into our homes from this constant barrage is impossible to keep up with.

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Please see attached pictures of various locations looking at the drive.

Before we go down the road of getting quotes, we know we need to start with SVCA and what will even be allowed. Therefore, we would like to meet with SVCA maintenance and start this process.

I will be the contact for our group and have a very flexible schedule. Please let me know what date and time would best work for Sudden Valley to meet and discuss options for this project.

If you have any questions or need additional information, please don't hesitate to contact me.

Thank you.

**Rosie Carter**

65 Stable Ln

Bellingham, WA 98229

Cell: (360) 661-7873 | E-mail: [Rosie.Carter@pse.com](mailto:Rosie.Carter@pse.com)

# CAPITAL REQUEST MEMO

**To: Sudden Valley Community Association Board of Directors**

**From: Greg Wadden, Golf Course Superintendent**

**Date: January 23, 2025**

**Subject: Capital Request – Golf Course Trailer**

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## **Purpose**

To request funding approval for the funding of a heavy-duty 3-to-5-yard capacity golf course trailer.

## **Background**

The Golf course currently does not have a Turfcare-specific, flotation tire dump trailer that allows for quick, efficient use throughout the golf course. The turfcare “trucks,” i.e., the Turfcare Gators and Pro-gators we own, are limited to transporting small loads throughout the golf course. Access to a turf care-specific trailer allows quicker, more efficient use of labor and equipment resources by moving more materials in bulk rather than multiple small loads throughout the course.

## **Analysis**

An estimated proposal was presented and approved in the 2025 Capital Plan for \$15,000 to purchase a new Turfcare-specific trailer. Sized appropriately, that can increase the life span of existing turfcare utility vehicles, lessening the wear and tear of carrying oversized loads throughout the course and utilizing our labor resources more efficiently. The purchase lead time is expected to be 6-10 weeks after board approval. Therefore, gaining approval before January 2025 will allow us to receive the trailer sooner and use it during our winter drainage work/tree pruning/storm cleanup season.

Our existing turfcare utility vehicles have load capacities of the following:

John Deere Gator TX: 600lbs

John Deere Pro-Gator 2030A: 3400lbs

Three quotes were received for similar trailers with weight capacities we require are as follows:

Turfcare 4-6 yard Trailer:							
Brand	Capacity	Weight	Box dimensions	2 wheel configuration	4 wheel configuration	Price:	
Dakota 550	4 yrd	10,000lbs	84"x120"	no	yes	\$17587.53 plus tax	
Stec DT610	4.5 yrd	12,000lbs	78"x120"	no	yes	\$16,400 plus tx.	
Turftime DT-12	4.5yrd	12,000lbs	78"x108"	no	yes	\$13,000 plus tx	

**Proposal**

After contacting colleagues and industry sales consultants, the overall feedback was to move forward with the STEC DT610 brand, as many golf courses have positive feedback on the quality of the product. So, we propose that SVCA move to provide funding for the purchase of an STEC DT610 model turf trailer from the CRRF fund for the Turfcare department.

**Request**

Request \$16,400 plus tax for the purchase of the above proposal to be paid from CRRRF.

**Motion**

I move that the Board of Directors approve the allocation of \$16,400 plus tax from CRRRF for purchasing a new Turfcare material trailer.

**Board of Directors Approval**

Recommended: \_\_\_\_\_ Not Recommended: \_\_\_\_\_ SVCA Finance Committee

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Keith McLean, SVCA Board President

**STEC EQUIPMENT, INC.**

405 MCGEE ROAD  
 ANDERSON, SC 29625  
 USA

Voice: 864-225-3666

Fax:

# SALES ORDER

Sales Order Number: 22247  
 Sales Order Date: Nov 4, 2024  
 Ship By: Nov 4, 2024  
 Page: 1

**To:**

SUDDEN VALLEY GC  
 4 CLUBHOUSE CIR  
 BELLINGHAM, WA 98229  
 USA

**Ship To:**

SUDDEN VALLEY GC  
 4 CLUBHOUSE CIR  
 BELLINGHAM, WA 98229  
 USA

Customer ID	PO Number	Sales Rep Name
SUDDENVALLEY		BEN ROTHWELL
Customer Contact	Shipping Method	Payment Terms
GREG WADDEN	UPS GROUND	Prepaid

Quantity	Item	Description	Unit Price	Amount
1.00	DT610	DT610 DUMP TRAILER	13,900.00	13,900.00
		NO TAX ON OUTSIDE OF SOUTH CAROLINA PURCHASE		
1.00		HOTSHOT FREIGHT TO BELLINGHAM, WA. ***PRICE FLUCTUATES WITH MARKET***	2,500.00	2,500.00
Subtotal				16,400.00
Sales Tax				
Freight				0.00
<b>TOTAL ORDER AMOUNT</b>				<b>16,400.00</b>



**GVW:** 12,000 lbs.

**Capacity:** 4.5 Cubic Yard

**Bed Size:** 108" long X 78" wide 20" high sides.

Bed Heights off of the ground is 36 inches.

**Dump Angle:** 40-degree.

**Axles:** Four wheel walking beam

**Tires:** 26.5 – 14 – 12 Turf Tires.

**Cylinder:** Double action cylinder.

**Tailgate:** Fold down with chain support and top hinge.

**Jack:** Heavy Duty 3,000 lb.

**Sides:** Removable.

**Trailer weight empty:** 2200 lbs.



January 8, 2025

Joel Heverling  
Sudden Valley Community Association  
4 Clubhouse Circle  
Bellingham, WA 98229

The purpose of this letter is to confirm our agreement for services Larson Gross Assurance, PLLC is to perform for Sudden Valley Community Association for the year ended December 31, 2024. It is always our goal to exceed your expectations, and we hope that by clearly describing in advance the nature and scope of our services we can better ensure our success.

Effective December 19, 2024, Larson Gross PLLC restructured to form an alternative practice structure in accordance with the AICPA Code of Conduct and applicable laws, regulations and professional standards. The restructuring included the formation of a new entity, Larson Gross Assurance, PLLC ("LG CPA") and rebranding of Larson Gross PLLC to Larson Gross Advisors, LLC ("LG Advisors"). Our attest practice will be conducted through LG CPA with our nonattest practice including tax, consulting and other services conducted through LG Advisors. Accordingly, any existing agreement letter or services between you and Larson Gross PLLC for attest services is assigned to LG CPA's. LG CPA is a licensed CPA firm. LG Advisors is not a licensed CPA firm.

As part of the restructuring LG CPA leases professional and administrative staff, both of which are employed by LG Advisors (or its parent) to support LG CPA's performance of those engagements. These leased individuals are under the direct control and supervision of LG CPA, which is solely responsible for the professional performance of audit and attest engagements.

In connection with the alternative practice structure, LG Advisors maintains custody of client files for LG CPA. Information may be shared with affiliated entities of LG Advisors to assist in the administration of our practice and monitor compliance with applicable independence rules. LG CPA and LG Advisors both continue to acknowledge responsibility for your information and shall comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure and applicable federal, state and local rules with respect to the confidentiality of client information. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, LG CPA and LG Advisors (and its subsidiaries) will not disclose confidential client information without client consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. LG CPA and LG Advisors (and its subsidiaries) utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information. Please let us know immediately if you have any objection to such transfer of your files. If we do not receive any such objections within ninety (90) days from the date hereof, we will presume you have no such objections.

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Sudden Valley Community Association (the Association), which comprise the balance sheet as of December 31, 2024 and the related annual statements of revenue and expenses, changes in members' equity, and cash flows for the period then ended, as well as the related notes to the financial statements (collectively, the financial statements). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to error or fraud, and to issue an auditor's report that includes our opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatement, including omissions, can arise from fraud or error and are considered material if there is substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal controls.

The document we submit to you will/will not include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it.

## The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

Due to the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

We also will communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential). Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we were not engaged as auditors.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

Daniel Obbink is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

## Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Association complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws and regulations, other than those that are clearly inconsequential,
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers and others.

Management is responsible for the preparation of the supplementary information, if any, in accordance with Accounting Principles Generally Accepted in the United States of America (U.S. GAAP). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the Association, and its knowledge of any fraud or suspected fraud affecting the Association.

Our audit will be conducted on the basis that management and where appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
4. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures and information from outside of the general and subsidiary ledgers, and identification of all related parties including all related-party relationships and transactions;
- b. Additional information that we may request from management for the purpose of the audit;
- c. Unrestricted access to persons within the Association from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

### **Reporting**

We will issue a written report upon the completion of our audit of the Association's financial statements. Our report will be addressed to the Board of Directors of the Association. Circumstances may arise in which our report may differ from its expected form and content based on results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our audit report.

If circumstances arise relating to the condition of the Association's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion, declining to issue a report, or withdrawing from the engagement.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Association's books and records. The Association will determine that all such data, if necessary, will be so reflected. Accordingly, the Association will not expect us to maintain copies of such records in our possession.

You understand that our team stores certain documents securely in the cloud. Accordingly, if our team is working on-site at your location, you agree to provide a high-speed connection to the internet for our team members. The assistance to be supplied by Association personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Joel Heverling. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Accounting and Tax Services**

In connection with our audit, you have requested us to perform the following accounting services:

1. Calculate book and tax depreciation schedules
2. Draft the financial statements

Joel Heverling has suitable skill, knowledge, or experience to oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Our services under this Agreement Letter do not include services for tax return preparation, tax advice or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions shall not be used as the basis for proceeding with any transaction or any tax return reporting.

Separate arrangements, including fee arrangements, are required for tax preparation, tax advice or tax representation services.

## **General Business Terms and Conditions**

The following terms will govern the services Larson Gross Assurance, PLLC provides to you in association with this Agreement Letter. If you have any questions about these terms, please contact us. We would be happy to discuss them with you.

## **Fees and Expenses**

Our fees for the audit and accounting services described above are based on the value of the services performed and the time required by the individuals assigned to the engagement plus direct expenses.

We estimate that our fees will be \$37,500. If audit adjustments are required, we will charge an additional \$500 per adjustment up to a maximum of \$5,000. Our fee estimate and completion of our work is based on the following criteria:

1. Anticipated cooperation from the Association personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

Interim billings may be submitted as work progresses and as expenses are incurred. Depending on the size and expected complexity of the scope of work, a retainer may be requested. Each invoice is payable upon receipt.

We will submit our final bill for our services upon rendering the report. If you believe that any invoice is incorrect or if you wish to dispute any invoice, you must notify us in writing within 60 days of your receipt of the invoice. We reserve the right to charge interest at the lawful rate then in effect on any invoice that is not paid within 30 days of the invoice date.

You may request that we perform additional services not contemplated by the agreement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate agreement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement letter.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Agreement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay Larson Gross Assurance, PLLC for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by Larson Gross Assurance, PLLC on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Agreement Letter where our services are delayed more than 120 days; however, you are not excused from paying Larson Gross Assurance, PLLC for all amounts owed for services rendered and deliverables provided prior to the termination of this Agreement Letter.

When an engagement has been suspended at the request of Board of Directors and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Agreement Letter without further obligation to Sudden Valley Community Association. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Agreement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Agreement Letter will no longer apply. In order for Larson Gross Assurance, PLLC to recommence work, the execution of a new Agreement Letter will be required.

We may terminate this Agreement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

Our audit engagement ends on the delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Confidential Information**

We will use all reasonable and appropriate care to protect your confidential information and will not disclose it unless required by law. "Confidential Information" means (i) information contained in your internal personnel or financial records, (ii) information reported on your tax return, and (iii) other information concerning you that is marked "confidential" or otherwise identified as "confidential" in writing at the time of disclosure. Confidential information does not include information (i) that is or becomes publicly available or generally known to persons without breach of our obligations under this section, or (ii) is received by us after the termination of the Agreement Letter. You agree and understand we may disclose your confidential information to our employees and subcontractors as necessary to provide our services.

We may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by Larson Gross Assurance, PLLC professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

### **Use of Subcontractors**

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined above) to them. You hereby consent to us sharing your information, including Confidential Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

### **Employment Discussions**

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. In addition, you agree to compensate us a fee equal to 30% of the employee's annual compensation package if you employ one of our contractors or employees within 12 months of that individual ending employment with Larson Gross.



### **Document Production and Testimony**

If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files or to make our personnel or the personnel of a third party available as witnesses in any proceeding in which our firm is not party, but which relates in any way to our services to you, you agree you will reimburse us for our professional time and expenses as well as the fees and expenses of our counsel incurred in responding to such requests.

### **Record Retention**

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. We will return to you all original documents that you provided to us in connection with our services but may retain copies of these documents for our files. It is your responsibility to retain and protect your records for possible future use, including potential examination by taxing authorities.

### **Conflict of Interest**

If we at any time determine in our sole discretion that a conflict of interest exists that prevents us from providing our services in accordance with applicable ethical rules, we will notify you of the conflict. You agree we may terminate our services if we conclude it is required and permitted by applicable professional standards.

### **Indemnification and Claim Resolution**

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While neither of us expects there to be any problems with this relationship, misunderstandings can occur. Therefore, both the Association and Larson Gross Assurance, PLLC agree that any dispute arising under this agreement (including the scope, nature and quality of services performed, the fees charged and any other terms of this engagement) shall be submitted to mediation before either party initiates litigation of any kind against the other party.

An impartial third party acceptable to both of us shall be appointed to mediate. Both you and we shall pay an equal percentage of the mediator's fees and expenses. The mediation shall be confidential in all respects as allowed or required by law.

Because Larson Gross Assurance, PLLC will rely on the Association and its management to discharge the forgoing responsibilities, the Association holds harmless and releases Larson Gross Assurance, PLLC, its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Association's management that has caused, in any respect, Larson Gross Assurance, PLLC's breach of contract or negligence.

The Association and Larson Gross Assurance, PLLC agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Larson Gross Assurance, PLLC or the date of this Agreement Letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Larson Gross Assurance, PLLC's liability for all claims, damages and costs of the Association arising from this engagement is limited to the amount of fees paid by the Association to Larson Gross Assurance, PLLC for the services rendered under this Agreement Letter.

These provisions shall survive the termination of this arrangement for services.

### **Information Security**

Larson Gross Assurance, PLLC is committed to the safe and confidential treatment of Association's proprietary information. Larson Gross Assurance, PLLC is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Association agrees that it will be responsible for providing Larson Gross Assurance, PLLC with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Association information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

### **Choice of Law and Venue**

This agreement is governed and construed in accordance with the laws in the State of Washington. The parties expressly consent to the venue and jurisdiction of the Whatcom County Superior Court for the State of Washington for any legal disputes between them.

**Statement of Agreement**

This letter constitutes the complete and exclusive statement of agreement between Larson Gross Assurance, PLLC and Sudden Valley Community Association for the services described herein superseding all proposals oral or written and all other communications with respect to the terms of the engagement between the parties.

If any term or provision of this Agreement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Please sign and return a copy of all pages of this letter to indicate your acknowledgment of and agreement with the arrangements for our audit of the financial statements, including our respective responsibilities.

Sincerely,

*Larson Gross Assurance, PLLC*

**Acknowledged & Agreed**

Confirmed on behalf of addressee:

**Joel Heverling**  
\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Sudden Valley Homeowners Association**  
**Proposed Taskforce for Short term rental units**  
(Herein referred to as STR's)

Whereas, the governing documents of the Sudden Valley Homeowner's Association assigns the board all powers and duties necessary for the administration of the affairs of Sudden Valley Homeowner's Association, and states that the board may do all such acts and things, except those matters that the board is prohibited from doing by law or the governing documents;

Whereas, the Association has incurred a dramatic increase in STR complaints over the last few years as they have become more popular.

Whereas, the Association is incurring financial expenses related to the increase in STR related complaints

Whereas, the board has determined that it is in the best interest of the Association and the Association's members, residence and guests to create standards, policies and registration requirements for owners renting out their properties "short term" (less than 30 days) in order to hold rental owners accountable for ensuring that their rental guests are held to the same standards as are homeowners in the community through increased awareness and active enforcement of the existing Sudden Valley Homeowners Association Rules and Regulations.

Therefore, I recommend that the board move forward with a motion to appoint a Sudden Valley STR Taskforce composed of two board members and six community members. It is further recommended that the board appoint the community members with three pro STR's and three that oppose STR's. The Board will expect a report in 90 days from the task force first meeting.