



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

February 13, 2025, 7:00 PM, 4 Barn View Rd. MULTIPURPOSE ROOM A

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

- 1) Adoption of Agenda – Page 1
- 2) Announcements
- 3) Property Owner Comments – 15 Minutes
Total *Please note that comments are limited to 3 minutes per person.*
- 4) Approval of Minutes
 - a) 01/23/2025 Draft Board Meeting Minutes – Page 2
- 5) Reports
 - a) GM January Report- Page 5
 - b) Storm Recovery Update--GM
 - c) Committee Updates
 - i) Architectural Control
 - ii) Document Review
 - iii) Finance Committee
 - iv) Long-Range Planning
 - v) N&E Committee
 - vi) Safety Committee
- 6) Continuing Business
 - a. Appoint Short-Term Rental Task Force Directors
 - b. Lake Whatcom Policy Group Director Representative Appointment
 - c. Barn 8 Discussion -- Page 11
- 7) New Business
 - a) Free Event Policy – Page 15
 - b) Sudden Valley Safe Cycling Pump Track -LRPC Update
 - c) 25 Sudden Valley Drive Mitigation Property Transfer Agreement Ratification – Page 16
 - d) Committee Appointments: LRPC and Safety
 - e) Stable Lane Driveway Access Easement Approval Amendment – Page 25

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, January 23, 2025

Minutes

DATE AND LOCATION: MULTIPURPOSE ROOM A

CALLED TO ORDER AT: 7:00 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

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

ATTENDING:

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

Call to Order

President McLean called the meeting to order at 7:00 PM.

Land Acknowledgement and Anti-Racism Statement.

1. President called for motion to adopt the agenda.

Motion: Move to adopt the agenda.

Motion By: Director Bradley		Seconded By: Director Meador	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

2. Announcements.

2025 Marina Waitlist Information.

Board Attendance Letter from the President.

3. Property owner comments.

- Discussion regarding the soon to be decommissioned water tower in Gate 2 from members in the community.

4. Consent Agenda

Motion: To have the board accept the draft minutes of the 1/ 9/ 2025 board meeting as submitted.

Motion By: Director Bradley		Seconded By: Director McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 4	Against:	Abstained: 2	

Those abstaining were absent from the meeting.

5. Reports

5a. GM Report (Information included in agenda packet pages 5-9.)

5b. Committee Updates

- i. **Long Range Planning**-First meeting next week on Wednesday, January 29th at 6:30PM.
- ii. **Document Review Committee**-no activity. I still need the community volunteer for the committee. There are some policies from last year that we updated, that we had to wait to have removed until the new ACC policies were published officially. I need to work with Joel, which has to do with providing the board and the General Manager with current contracts according to policy.
- iii. **Safety Committee**-Meeting next Thursday at 3:00PM to get the ball rolling. Nothing else to report.

6b. Storm Recovery Update

6. Financial Report

November Financials 2024 (Pages 10-15)

8d. 2024 Audit Engagement Approval

Motion: Move that the Board of Directors authorize the GM and the 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.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 5	Against:	Abstained: 1	

7. Continuing Business

7a. Storm Update-See Page 5 for updates on funds expended to date. Discussion regarding continued trees affected by the storm event.

7b. Barn 8 Update & Discussion (Pages 16-21) Additional information combining structural and remodeling costs combined for Barn 8. Pictures of current Austin Creek setback and the proposed increased setback and how this affects facilities in the Rec Corridor.

7c. Finance Committee and Long Range Planning-Member Appointments

- **Finance Committee Appointments**-Rick Gray, Mary Quinn, Rob Gibbs, and Kathy Hallet. All have been vetted and would like to have approved. Members approved by consensus.
- **Long Range Planning- Member Appointment** a member volunteer Elizabeth Huthert has been vetted. Member approved by consensus.

8. New Business

8a. Dept of Natural Resources Use Permit Renewal

Motion: 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.

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

8b. Driveway Access Easement Draft Approval

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 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, providing valid easements are in place.

Motion By: Director McLean		Seconded By Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 5	Against: 1	Abstained:	

8c. Capital Request-Golf Maintenance Equipment

Motion: Move that the Board of Directors approve the allocation of \$16,400 plus tax from CRRRF for purchasing a new Turfcare material trailer

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

8d. Audit Engagement Letter Approval – (See above after Financials)

8e. Short Term Rental (STR) Taskforce Resolution Approval

Motion: Recommend that the Board move forward with the motion to appoint the Sudden Valley STR Taskforce, composed of two (2) board members and six (6) community members. It is further recommended that the Board appoint community members, three (3) pro STRs and three (3) that oppose STRs. The Board will expect a report 90 days from the taskforce first meeting.

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

8f. SVCA Treasurer Vacancy Appointment

President McLean nominated Director Asai. There were no other nominations. Director Asai elected as Treasurer by Board consensus.

Adjourned 9:20 PM.

Approved by: _____
Linda Bradley, Board of Directors Secretary

General Manager Report

February 13, 2025

Bomb Cyclone Storm Damage Hazard Tree Update

	2022*	2023	2024	2025 YTD
Tree Requests Identified/Received	113	118	244	20
Tree Requests Resolved by SVCA Team	76	74	155	10
Hazard Trees Evaluated by Certified Arborist			7	4
Hazard Trees Removed by Outside Contractor	33	39	83	5
Pending High Risk Trees	0	0	0	4
Pending Medium Risk Trees			2	0
Pending Low Risk Trees	4	5	4	1
Cost for Contractor Hazard Tree Removal	\$133,291.47	\$133,578	\$279,454.14	\$15,882.00
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 Care Top Dresser equipment replacement (Tycrop MH400 fairway top dresser - Asset ID#1045) will be included on the February 27, 2025, Board agenda.

Course Maintenance requests for 2025 equipment replacement are substantially complete. The Fairway top dresser (above) is the last unit to be replaced by CRRF for the 2025 budget.

Adult Center HVAC & Tankless Hot Water Heater Replacement

The HVAC system was installed, and final inspections were completed. The tankless water heater was installed on 1/27/25, and the final inspection is scheduled for next week.

Clubhouse HVAC Design & Permitting

The 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 February. The WDFW permit application has been submitted, and we await comments before submitting it to Whatcom County.

Turf Care fencing repair

A large tree fell across Lake Whatcom Blvd, causing storm damage to the fencing. The fence was repaired; however, one privacy panel still needs to be replaced, and work is scheduled for February.

Upcoming Maintenance Capital requests (Feb-Mar)

- 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
- o Design & Permitting – Austin Creek Bank Repair at Rec. Center Community Garden

Upcoming Turf Care Capital requests (February-March)

Golf course cart path improvements - Greg and Kevin will measure areas needing replacement in March.
 Golf course bathrooms—Fixtures and Paint—Greg will discuss what is needed with Mike Brock and generate three quotes in early March.

Turf Care building renovation - pending permitting.

Lake Louise pump station upgrade - Completed. It can now be closed on the Capital Projects report.

Turf Care wash pad refurbishment – Further planning and investigation of the condition are pending.

Projects On Hold

Barn & Siding / Structural Renovations

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

Completed Projects

Turf Care Equipment

The Turf Care dump trailer, which the board approved on January 23, 2025, is now on site and ready to work.

Administration

Activity Summary

- Administration and accounting staff continue to support the GM with onboarding and detailed operational and policy history.
- Marina renewal responses are lagging compared to last year, possibly due to weather-related delays.
- The GM met with Christ the King Community Church Pastor Jason Manning and the CTK administrative team, overseeing six Whatcom County campuses.
- The GM and Office Manager Diane B. are conducting weekly onboarding and process handoff meetings with *One Digital*, the HR consulting firm SVCA retained in January. The firm is conducting an HR audit for SVCA covering past and current practices, policies, record-keeping, training, recruiting, hiring, and team member benefits and retention.
- The GM met with Mitze Kester, Advertising Manager at *Lynden Tribune and Print Company* (publisher of *Sudden Valley Views*), following prior discussions with Editor/Publisher Bill Helm.
- On January 29, the GM attended the Long-Range Planning Committee meeting, which featured extensive discussion, historical insights, and suggestions for prioritizing future projects, amenity improvements, and social and recreational opportunities for residents.
- The Nominations and Elections Committee, in collaboration with the GM and Board of Directors, is researching the feasibility of hybrid electronic voting alongside mailed ballots for SVCA director elections and budget votes. Electronic balloting could result in significant cost savings on printing, mailing, and administration.

Successes

- Diane B. continues to transition into the Office Manager role while managing the ACC Committee, assisting Allen, and preparing ACC submittals and meeting documents.
- Allen H. has taken on additional ACC and compliance responsibilities with ongoing training from

Diane and close coordination with the ACC and Pacific Security.

Planned Work

- Staff are collaborating with the GM to migrate website files, forms, and data to an improved platform (*Click Monster Labs*). A comparative evaluation of the current *WordPress* model is planned before the new site is launched within the next 90 days.
- Provide logistical and administrative support for upcoming community events.
- Marina renewal fees, assessments, and other payments began in January and will continue through February, with an expected surge in last-minute renewals before the February 28 deadline.
- Maintain regular e-blast communications and weather-related updates for residents.

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 was approved on January 23, 2025). Tax Return Preparation Engagement is pending.

Successes

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

Planned Work

- Closing out 2024 and setting up for 2025.

Maintenance 02/05/2025

Activity Summary

- Painted interior of Gym at the Rec Center
- Repaired potholes on Rec Corridor trail
- Cleaned up fallen trees on Southern Court
- Repaired road shoulders in various locations
- Cleared numerous trees on the Area Y trail
- Repaired ADA access door opener at Clubhouse
- Repaired the lock on the main Clubhouse door
- Repaired walking bridge at Little Strawberry Park
- Replaced light bulbs in the parking area at the Clubhouse
- Improved sign at the entrance to Gate 2
- Cleaned Welcome Center sign and evaluated for refurbishment
- Cleared tree from over roadway on Honeycomb Lane
- Repaired exterior lights on Barn 6
- Repaired the door latch on the Adult Center conference room
- Repaired loose doorknob on Adult Center side entrance
- Assisted Rec staff with removing locks from lockers
- Repaired ignition on SP-5
- Replaced brakes and serviced SP-6
- Applied anti-ice brine to SVCA primary roads
- Setup snow removal equipment
- Plowed and sanded SVCA roads
- Repaired snowplow hydraulics on OP-20
- Repaired snowplow headlights on OP-28
- Repaired the sander on OP-29

Successes

- Maintenance and Turf Care teams split into alternate snow removal shifts and have worked well together.

Challenges

- Staff have worked consecutive days with limited rest, plowing and sanding SVCA roads

Planned Work

- Repair fence at Turfcare (in progress; the fence was temporarily repaired)
- Replace batteries and pads on AEDs at Maintenance (parts on order)
- Continuing maintaining SVCA roads until the weather improves
- Repair the cutting edge on the UTV snowplow blade
- Re-stock mixed salt/sand bunker
- Clean and service snow removal equipment
- Repair water heater at Dance Barn
- Continue the trash can container project

Recreation

Activity Summary

- Processing Marina Renewals. Only 20 have been turned in as of 02/06/2025.
- Prepare an email to go out to all Marina Slip Renters to remind them of the renewals.
- Turned Multi-Purpose Room B into the new storage room.
- Turned the Alcove outside the sunshine room into the new board game area.
- Updated Facility Rental Forms
- Revising Community Center Operations & Rules Handbook.
- Documenting standard operating procedures.
- Set an S.O.P. for storage waitlists moving forward.
- Created a survey about Recreational Pick-Up Sports & Leagues for the community to fill out.

Successes

- Nakell continues excelling in the Assistant Recreation Manager Role, especially in managing Facility Calendars & Rentals.

Challenges

- With so few marina renewals completed so far, we expect the end of February to see numerous last-minute Marina Renewals.

Planned Work

- Kayak Renewals
- Filling the last remaining Area-Z spots
- Evaluating Lifeguard & Water Aerobics Instructor Job Descriptions will be posted on March 1st.

Golf

Activity Summary

- Worked with Golf Club to finalize the annual budget for 2025.
- Coordinated yearly maintenance of the golf cart fleet with Greg and Bill.
- Completed registration for our 2025 PGA Jr. League, and entries are coming in.
- Kevin L. attended the National PGA Show in Orlando, Florida.
- Completed set up of our 2025 dynamic pricing in the PriSwing software.
- Set Stay & Play rates with the Holiday Inn Express for 2025.
- Working with the Skagit Casino on starting Stay & Play packages.
- Booked a few new outside events for 2025.
- Have daily meetings with Greg about course conditions, tree trimming, and future projects.

Successes

- Pre-book for previous and new tournaments is going well.

Challenges

- Two Winter Series events have been rescheduled due to the snow.

Planned Work

- Prepare for our following two winter series events, February 15th and 22nd.
- Continue to reach out to potential outside tournament groups.
- Send out a letter to the membership regarding course updates and upcoming events.

Turf Care

Activity Summary

Winter maintenance practices continue.

Successes:

- Equipment repair and maintenance will continue until the start of the 2025 season.
- Meeting daily with Kevin to update course conditions and long-term strategies for the golf course.
- Mr. Bennett, Greg Wadden, and Mike Brock met with the Whatcom Conservation District personnel, including Resource Specialist Emily Hirsch, to discuss the new native plant display garden project adjacent to the Welcome Center at 1850 Lake Whatcom Blvd. Whatcom County will furnish over \$13K in native plants, compost, and mulch, installed by volunteers alongside the Conservation District and SVCA team members.
- Mulching of the clubhouse landscape and garden areas was completed.
- All 60 Golf carts have had annual maintenance completed.
- Blackberry mowing throughout the golf course was completed.
- Garden surrounding #17 pump house cleaned up and mulched.
- Chipped up the remaining wood debris from the previous wind event.
- Extensive tree limbing around Putting green and #9 Green completed.
- Reshaped chipping green to receive new sod for the 2025 season.
- We have received delivery of two new turf care machines for the 2025 season, and both are now in service.
- The turf care crew has been assisting the Maintenance department crew with snow removal operations following a well-attended inter-departmental planning and training meeting on Friday, January 31.

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

January 1 to January 30, 2025: 1.40" rainfall

Wettest Day: January 10, 2025, with 0.6 inches of rainfall.

Number of Wet Days: 9 out of 24 days (38%).

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
					Subtotal	\$ 160,000.00	
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	
					Subtotal	\$ 177,200.00	
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	
					Subtotal	\$ 287,700.00	
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

						Subtotal	\$ 250,000.00	
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
						Subtotal	\$ 8,500.00	
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		
						Subtotal	\$ 524,000.00	
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		
						Subtotal	\$ 183,300.00	
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		
						Subtotal	\$ 281,000.00	
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	
Subtotal						\$ 129,000.00	

Combined Subtotal	\$ 2,000,700.00	Allow 66 weeks to complete all repairs assuming phased approach
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	
Total Preliminary Budget	\$ 2,421,761.60	
Contingency at 20%	\$ 484,352.32	
Total Preliminary Budget with 20% Contingency	\$ 2,906,113.92	

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
					Subtotal	\$ 737,150.00	Allow 31 weeks to add these items. Some of these items could happen at the same time as other work depending on phased approach.

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

Sudden Valley Community Association

Proposed Policy #2025.01 Free Community Events Policy

Date: TBD

Intent: Community events are organized activities that bring residents together for social, recreational, or educational purposes. They are opportunities to build relationships, enhance community awareness and create the kind of neighborhood people are proud to call home.

While the Association has a limited list of events each year there are opportunities for individuals to also provide free community events for those members wishing to attend. Active communities with engaging events often see higher property values and faster home sales. It's simple: People want to live where things happen.

These events also serve as the best defense against the isolation that's become all too common in modern neighborhoods. In an age where it's easier to text than talk, community events create natural opportunities for face-to-face interactions that build trust and foster a sense of belonging.

Policy: Any member wishing to propose offering a free community event should first complete a detailed facility rental application which can be emailed to office@suddenvalley.com or brought to the SVCA Welcome Center or the SVCA Community Center.

In order for rental fees to be waived, the event must meet the following criteria:

- Must be open to and inclusive of all residents
- Must be free
- Secular events only
- Not for the purpose of promoting a business
- Cleaning/Damage Fee will be charged to the member's account if the facility is not restored to the condition in which it was provided.

After the GM has reviewed the application, it will be passed on to the Recreation Department to confirm that the facility is available on the requested date, and shall confirm the reservation within 5 business days.

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: February 13, 2025
Subject: Approval Request – Transfer Agreement – Acquisition of Compensatory Mitigation Area

Purpose

To request Board approval for the General Manager to accept Lot 61, Division 16 (25 Sudden Valley Drive) as an Offsite Mitigation Area lot and to execute the following Real Property Transfer Agreement.

Background

The Lot Owner purchased a lot to build a single-family residence (Lot 201, Division 10). The lot is next to a drainage ditch/wetland within the wetland buffer. To mitigate impacts to the buffer, the Lot Owner installed wetland enhancements on the lot and purchased a second lot (Lot 61, Division 16) to be dedicated as SVCA green space. The owner has placed the lot in a Conservation Easement with Whatcom County and has been working with SVCA since 2021 to finalize this request for SDVCA to accept title to the lot as a Compensatory Mitigation Area.

Analysis

The owner of 25 Sudden Valley Drive agrees to pay all back assessments on the mitigation lot, plus an additional 24 months of assessment, and to bear all costs to execute this agreement. SVCA will then own and maintain the lot and will no longer collect assessments on the lot. SVCA management and maintenance have had an arborist inspect the lot for hazardous trees or other land-related issues that might encumber SVCA with high costs in the future. No trees or visible issues were identified on the lot, which is unsuitable for building.

Requests

Request that the Board authorize the General Manager to complete the Real Property Transfer Agreement with the lot owner. The Transfer Agreement requires the owner to bear all transaction costs and pay 24 months of dues as a condition of SVCA accepting title to the mitigation property.

Motion

1. Move that the Board of Directors approve the General Manager to accept Lot 61, Division 16 (25 Sudden Valley Drive) as an Offsite Mitigation Area lot following the execution of the attached Real Property Transfer Agreement.

Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President

**REAL PROPERTY TRANSFER AGREEMENT
(Acquisition of Compensatory Mitigation Areas)**

THIS REAL PROPERTY TRANSFER AGREEMENT (the "Agreement") is made and entered into as of this ____ day of February 2025 (the "Effective Date"), by and between Adam Fulton ("Fulton") and Sudden Valley Community Association ("SVCA" or "Buyer").

I. RECITALS

WHEREAS, Fulton owns a parcel of real properties identified by Whatcom County Assessor Number _____ 0000, which is legally described on **Exhibit "1"** attached hereto (the "Mitigation Property") and Whatcom County Assessor Number _____ 0000, which is legally described on **Exhibit "2"** attached hereto (the "Development Property");

WHEREAS, Fulton intends on using the Mitigation Property as an offsite compensatory mitigation area for the development of the Development Property pursuant to a Mitigation Plan dated _____, 202_____ for Permit No. _____; and

WHEREAS, Fulton wishes to convey, and SVCA wishes to acquire, the Mitigation Property from Fulton on the terms and conditions set forth below.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer of Mitigation Property.** Fulton hereby agrees to convey the Mitigation Property to SVCA, and SVCA hereby agrees to acquire the Mitigation Property from Fulton, subject to the terms and conditions set forth herein. The Mitigation Property shall be transferred to SVCA for Zero Dollars (\$0.00), as SVCA's acceptance of the Mitigation Property constitutes good and valuable consideration to Fulton because, among other reasons, Fulton will no longer be obligated to pay dues and assessments on the Mitigation Property once transferred to SVCA.

2. **Condition of Title.** Title examination will be conducted as follows:

2.1 **Title Commitment.** Fulton shall, twenty (20) days before the Closing of this Agreement, furnish to SVCA a commitment ("Title Commitment") for a standard owner's policy of title insurance, issued by Whatcom Land Title Company ("Escrow Agent"), committing the Escrow Agent to insure good and marketable title to the Mitigation Property, free and clear of liens, deeds of trust, charges, defects, or encumbrances other than the "Permitted Exceptions."

2.2 **Permitted Exceptions.** Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with SVCA's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects, and Fulton shall not be obligated to remove them at or before closing (the "Permitted Exceptions"). A Conservation Easement in a form acceptable to and approved by SVCA shall be included as a Permitted Exception.

2.3 **SVCA's Objections.** SVCA will make any objections it may have with regard to the Title Commitment and any Schedules thereto within ten (10) days of receipt of the same. SVCA's failure to make objections within such time period will constitute a waiver of objections with respect to matters disclosed in the Title Commitment and the Schedules thereto. Any specific matter shown in the Title Commitment and the Schedules thereto and not objected to by SVCA shall be included as a "Permitted Exception" hereunder.

In the event SVCA's objection to any exceptions or defects set forth in the Title Commitment and the Schedules thereto, Fulton shall have five (5) days from delivery of SVCA's notice to notify SVCA, in writing, that (i) Fulton will cause the disapproved exceptions to be removed from the policy of title insurance to be issued in favor of SVCA on or before Closing; or (ii) Fulton will not eliminate the disapproved exceptions.

If Fulton: (i) notifies SVCA, in writing, that Fulton will not eliminate the objected to exceptions on or before Closing; or (ii) does not notify SVCA, in writing, that Fulton will cause the objected to exceptions to be eliminated on or before Closing, then this Agreement shall terminate, and neither SVCA nor Fulton shall have any further rights, duties, or obligations hereunder. The title exceptions approved as provided herein shall be included as Permitted Exceptions.

3. **Conveyance of Title.** Title shall be conveyed by Statutory Warranty Deed (the "Deed"), which shall be free of all encumbrances and defects except the Permitted Exceptions noted above.

4. **Payment of Dues and Assessments.** Buyer's obligation to accept title to the Mitigation Property under this Agreement is expressly conditioned on Fulton paying all dues and assessments currently owing to SVCA for the Mitigation Property, lien and small claims fee of Three Thousand One Hundred Eighty-Four Dollars and Twenty-Eight Cents (\$3,184.28) (note: interest and late fees have been waived), plus all dues and assessments to become owing for the Mitigation Property in the twenty-four (24) months after mutual acceptance of this Agreement of Three Thousand Five Hundred Sixty-One Dollars and Eighty-Four Cents (\$3,561.84). If Fulton fails to comply with the requirements of this Paragraph on or before Closing, SVCA shall have no obligation to acquire the Mitigation Property from Fulton and this Agreement shall be null and void.

5. **Use as Compensatory Mitigation Area.** This Agreement is also conditioned on Fulton having (1) recorded a Conservation Easement on the Mitigation Property in a form acceptable to and approved by SVCA; and (2) completed construction on the Development Property pursuant to a Mitigation Plan and Permit approved by Whatcom County. Fulton shall provide SVCA with the Conservation Easement and all Mitigation Plan(s), Permit(s), and other documents related to and/or arising from the Conservation Easement. If Fulton fails to comply with the requirements of this Paragraph on or before Closing, SVCA shall have no obligation to acquire the Mitigation Property from Fulton and this Agreement shall be null and void.

6. **Closing.** The closing hereunder (the "Closing") shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Escrow Agent on or before March 15, 2025 (the "Closing Date"), or on such other date as SVCA and Fulton may mutually agree to in writing. All documents shall be deemed delivered on the date on which the Deed is recorded, and possession of the Mitigation Property shall be delivered to SVCA on the Closing Date.

7. **Documents to be Delivered by Fulton for Closing.** On or before the Closing Date, Fulton shall deposit with the Escrow Agent the following:
- a. The Deed duly executed and acknowledged by Fulton;
 - b. A duly executed real estate excise tax affidavit;
 - c. A standard ALTA form of owner's policy of title insurance;
 - d. The Conservation Easement and all Mitigation Plan(s), Permit(s), and other documents related to and/or arising from the Conservation Easement if not already provided to SVCA; and
 - e. Such other instruments as are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the transfer of the Mitigation Property in accordance with the terms hereof.
8. **Documents to be Delivered by SVCA for Closing.** On or before the Closing Date, SVCA shall deposit with the Escrow Agent the following:
- a. A duly executed real estate excise tax affidavit; and
 - b. Such other instruments as are reasonably required by the Escrow Agent or otherwise required to close the Escrow and consummate the transfer of the Mitigation Property in accordance with the terms hereof.
9. **Escrow Instructions.** Thirty (30) days before the Closing Date, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent and this Agreement shall serve as the instructions to the Escrow Agent for consummation of the transfer contemplated hereby. Fulton and SVCA agree to execute such additional and supplemental escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.
10. **Costs and Expenses Paid at Closing.** Fulton shall pay all costs and expenses associated with this transaction including, but not limited to, recording fees, the Escrow Agent's fee, real estate excise taxes, and the premium for a standard owner's policy of title insurance.
11. **Prorations.** All revenues and all expenses of the Mitigation Property, including, but not limited to, real property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under the Agreement, annual permits, and/or inspection fees (calculated on the basis of the respective periods covered thereby), and any other expenses normal to the ownership, use, operation, and maintenance of the Mitigation Property shall be prorated as of 12:01 a.m. on the Closing Date.
12. **Brokers and Finders.** Each party represents to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission, or other similar compensation in connection herewith, the party that incurred such a fee or obligation shall be solely responsible for the payment thereof.

13. **Attorneys' Fees**. Each party shall bear the cost of their own attorneys' fees for the review of this document. If any lawsuit arises in connection with the performance of this Agreement, the substantially prevailing party therein shall be awarded and recover from the other party the substantially prevailing party's costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, in preparation thereof, and on appeal therefrom, which amounts shall be included in any judgment entered therein.

14. **Notices**. All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Fulton at: Adam Fulton
1289 Bowman Road
Acme, WA 98220

SVCA at: Sudden Valley Community Association
ATTN: General Manager
4 Clubhouse Circle
Bellingham, WA 98229

or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile and e-mail transmission of any signed original document, and retransmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original document. At the request of either party or the Escrow Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. If the last day of a period falls on a day on which the recording office of the county in which the Mitigation Property is located is closed, the expiration of the period shall be extended to the first day thereafter in which any such recording office is open.

15. **Assignment**. No assignment of this Agreement may be made except by written agreement signed by all parties hereto.

16. **Survival**. All provisions of this Agreement which involve obligations, duties, or rights and all representations, warranties, and indemnifications made in or to be made pursuant to this Agreement shall survive the Closing Date and/or the recording of the Deed and shall be separately enforceable as a contract.

17. **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

18. **Additional Acts**. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Fulton or SVCA, Fulton and SVCA hereby agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, at the Closing Date any and all such further acts, deeds, and assurances as SVCA or Fulton, as the case may be, which may be reasonably require to: (a) evidence and vest in SVCA the ownership of and title to the Mitigation Property; and (b) consummate the transaction contemplated hereunder. Time is specifically declared to be of the

essence of this Agreement and of all acts required to be done and performed by the parties hereto.

19. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington.

21. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Fulton nor SVCA shall be liable to the other for any representations made by any person concerning the Mitigation Property or regarding the terms of this Agreement except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Fulton and SVCA subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

FULTON:

Name:

SVCA:
SUDDEN VALLEY COMMUNITY ASSOCIATION

By:
Its:

EXHIBIT "1"

**[LEGAL DESCRIPTION OF MITIGATION PROPERTY LOCATED AT
25 SUDDEN VALLEY DRIVE]**

**LOT 61, DIVISION NO. 16, SUDDEN VALLEY
3704065310140000 / P31356**

LOT 61, PLAT OF "SUDDEN VALLEY, DIVISION NO. 16", ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGES 4 THROUGH 7, INCLUSIVE, UNDER AUDITOR'S FILE NO. 1090047, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT "2"

**[LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY
LOCATED AT 213 HARBOR VIEW DRIVE]**

**LOT 201, DIVISION NO. 10, SUDDEN VALLEY
3704061584150000 / P29728**

LOT 201, PLAT OF SUDDEN VALLEY, DIVISION NO. 10, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 97 THROUGH 101, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: February 13, 2025
Subject: Approval Request – Driveway Access Parcel Improvement by Owners

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 a recorded easement for 65 Stable Lane, allowing driveway access to that home. Four additional homes built before 65 Stable Lane also benefit from and rely upon a portion of SVCA Parcel 29423 to access their 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

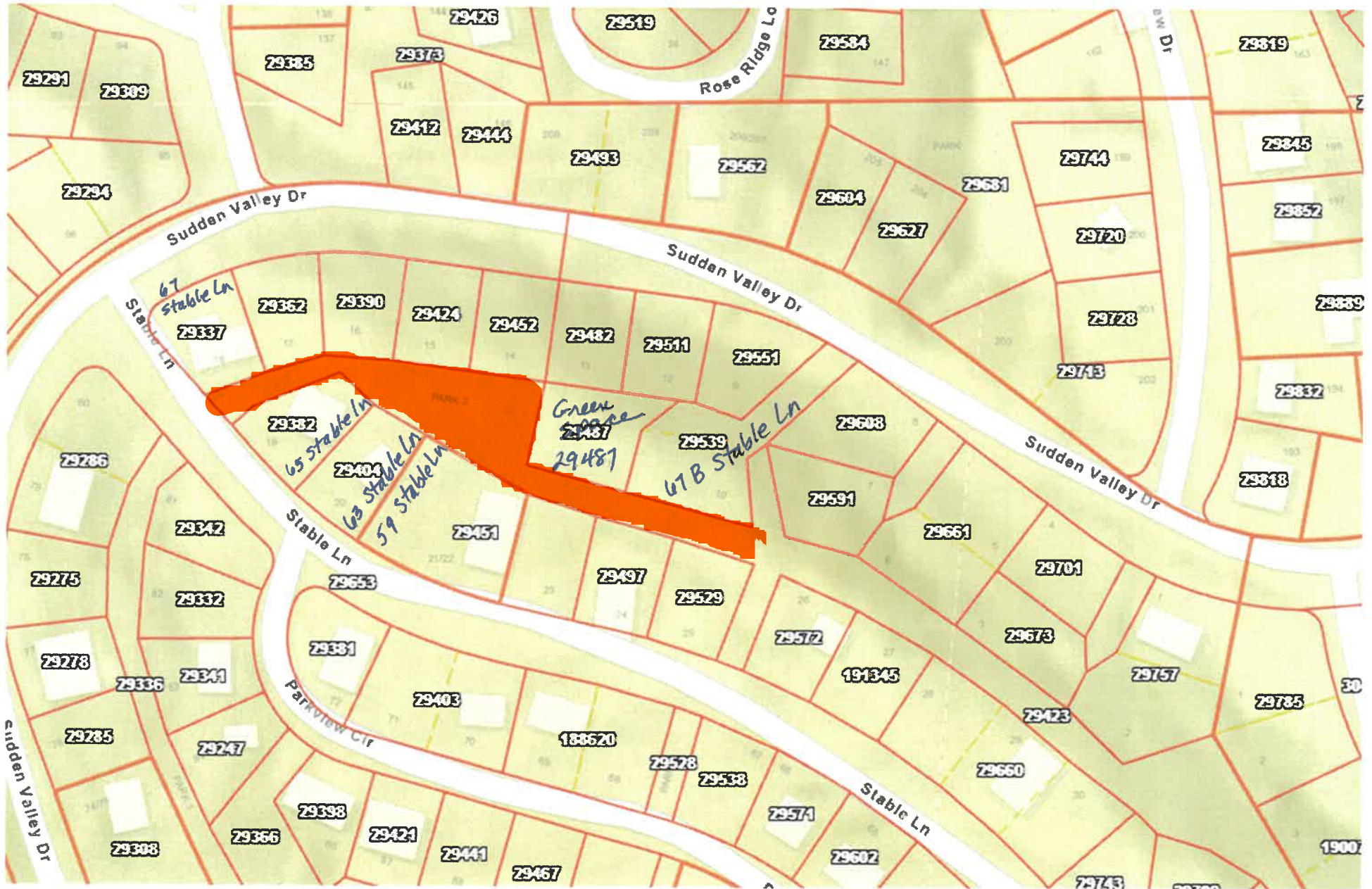
1. Move that the Board of Directors approve the form of the easement and authorize the General Manager to execute on behalf of SVCA if and only if all five owners who benefit from the easement have it properly signed and notarized.
2. Move to authorize the GM to inform the property owners that SVCA approves their request to install and maintain the driveway surface gravel-filled grid system, following execution by all five owners of the easement form agreement and recording the easement form agreement. The plans, materials, and methods must be reviewed and approved by the SVCA Maintenance Manager. All County recording expenses and future costs for installing and maintaining the driveway 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

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, 18, 19, 20, & LOTS 21/22, SUDDEN VALLEY, DIV. NO.
6

TAX PARCEL ID#: 3704060994070000 / P29423
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 February, 2025 (“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. 3704060994070000 / P29423 (the “Burdened Lot” or “Park”), 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 (the “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, the Grantees desire to improve the Driveway from its current condition to avoid the frequent maintenance and repair issues associated with water run-off and to minimize the amount of dust generated by vehicles driving along the driveway; 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 using the Easement in any way which restricts other members of the Association from gaining access to the Park.
2. **MAINTENANCE AND REPAIR.** Grantees are solely responsible for all costs of inspection, maintenance, improvement, repair, construction or reconstruction, or improvement to the Driveway. Grantees shall maintain the Driveway in conformance with Whatcom County and the Association’s standards. Any improvements to the Driveway will be subject to the following requirements:

- a. The plan, materials and methods for any improvements are reviewed and approved by SVCA's Maintenance Manager.
- b. Compliance with SVCA's Architectural Control Committee ("ACC") Policies, including but not limited to, issuance of ACC approval prior to commencement of any improvement.
- c. Compliance with Whatcom County standards. Any improvement requiring a permit from Whatcom County shall not be commenced until such permit has been issued.

2.1 The method of allocating and collecting the costs of the foregoing expenses from each Grantee shall be determined solely by Grantees.

3. **GRANTOR'S RETENTION OF RIGHTS.** Except as to Grantee's rights expressed herein, Grantor retains all rights to the Easement. In the event Grantor deems it necessary to commence construction within the Driveway for the benefit of the Association, Grantor may need to disturb any improvements installed on the Driveway. The Association shall attempt to minimize such disturbance, but Grantor shall not be responsible to restore such improvements or damage to the Driveway. Grantor shall further 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. **CONFORMANCE WITH LAWS.** The Owners shall conform with and abide by the rules, codes, laws, and regulations in connection with the use of the Easement Area. Except as otherwise provided for in this Agreement, the Owners shall keep the Easement Area free and clear of all liens and charges whatsoever arising from the maintenance and/or use of the Easement.

6. **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.

7. **OWNER REPRESENTATIVE.** The Owners shall designate one (1) representative to speak on behalf of the Owners. The representative may be changed upon fifteen (15) days' advance written notice. The initial representative shall be _____.

8. **NOTICES.** Any notice or communication required or permitted by this Agreement shall be deemed to have been duly given if delivered personally to the Party to whom the notice or communication is directed, or if mailed by registered or certified mail, with postage and charges prepaid. Such notice or communication shall be deemed to be given when personally delivered to an Owner, or, if mailed, two (2) business days after the date of mailing. Any notice required under the Agreement shall be mailed to an Owner at the mailing address on file with Association.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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" OR "PARK"**

3704060994070000 / P29423

PARK AREA 2, 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.

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.

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.

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.

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.