



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

## **Board of Directors Regular Meeting**

June 13th, 2024, 7:00 PM, IN PERSON, DANCE BARN

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Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Announcements

Item 3) Property Owner Comments – 15 Minutes Total

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

Item 4) Consent Agenda

4a. Minutes – May 9, 2024 – as submitted

4b. Minutes – May 23, 2024 – as submitted

Item 5) General Manager's Report

Item 6) Continuing Business

6a. Request for Approval – Public Utility Easement

6b. GM Search Committee Update

6c. Process for Appeal of Builder Extension Fees

Item 7) Closed Session – Personnel & Legal

Item 8) New Business

8a. Employment Memo

8b. Capital Request – GM Recruitment

8c. Approval Request – Heston Towing Contract

8d. Board Meeting Procedures

Adjournment



## REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, May 9, 2024

Minutes

**DATE AND LOCATION:** Dance Barn

**CALLED TO ORDER AT:** 6:01PM.

**AUDIENCE MEMBERS:** Not Recorded

### BOARD MEMBERS PRESENT:

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

### ATTENDING:

**Staff Members:** Jo Anne Jensen, General Manager. Spencer Huston, IT

**Guests:** Kingworks: Quinn Hanks- Engineer PNW-Tyler Andrews-Project Manager

#### Call to Order

President McLean called the meeting to order at 6:01PM.

Land Acknowledgement and Anti-Racism Statement.

#### 1. **President moved to amend the agenda.**

Add item 8f. Appointment of ACC candidate to the committee.

#### President Moved to Adopt Amended Agenda.

<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>	

#### 2. **Barn 8 Engineering Q &A**

**2a) Motion:** Move, that the Board of Directors approve, our General Manager to engage Pacific Northwest to hire the structural engineer to do a full structural analysis of Barn 8.

<b>Motion By:</b> Director McLean		<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>	

#### 3. **Announcements**

Valley Fair-July 13<sup>th</sup> looking for volunteers for the event.

Golf Club Charity event to fund donations to the Bellingham Food Bank.

Firewise Presentation on May 15<sup>th</sup> in the Barn.

#### 4. **Property Owner Comments**

Several members made comments to the Board.

#### 5. **Consent Agenda**

**Motion:** Move to accept the minutes from April 11, 2024.

<b>Motion By:</b> Director McLean		<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>	

6. **General Manager Report**

7. **Continuing Business**

**7a. Request for Approval-Granite Construction Contract Amendments**

Move that the SVCA Board of Directors approve the proposed amendments and direct the General Manager to execute the amended contract with a not to exceed amount of \$916,153.

<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>	

8. **New Business**

**8a) 2024 ACC Policy Updates** Move that the SVCA Board of directors approve the proposed timeline revisions to the ACC Policies document.

<b>Motion By:</b> Director Asai		<b>Seconded By</b> Director Voldt	
<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>	

**8a(i) Motion:** Move that the Board of Directors request that the General Manager get direction from the Attorney on the direction to take regarding the possibility of builders appealing the fees for extensions.

<b>Motion By:</b> Director McLean		<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>	

**8b) UniLect Contract Approval**

**Motion:** Move that the SVCA Board of Directors approve the proposed contract with UniLect for election services in 2024 and authorize the General Manager to sign the contract on behalf of SVCA.

<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> 8	<b>Against:</b> 1	<b>Abstained</b>	

**8c) Golf Pass for Brian Krulak**

**Motion:** Move that the SVCA Board of Directors recognize Brian’s many years of service to the Sudden Valley Community and award Brian Krulak a lifetime, family golf membership for the Sudden Valley Golf Course.

<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> 7	<b>Against:</b> 2	<b>Abstained</b>	

**8d) Request for Approval-Recruitment Company Selection and Funding**

Agenda item was deferred until the GM Search Committee formed.

**8e) GM Search Committee Approval**

**Motion:** Move that the Board President bring back to the next meeting for the Board of

Directors a draft resolution for a GM Search Committee.

<b>Motion By:</b> Director Tischleder		<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>	

**8f) Committee Appointment.**

**Motion:** Move that the ACC Approve Jonn Gingrich to the ACC Committee.

<b>Motion By:</b> Director Rodriguez		<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>	

**Adjourned: 9:25PM**

Approved by: \_\_\_\_\_  
Linda Bradley, Board of Directors Secretary

DRAFT



## SPECIAL SESSION OF THE BOARD OF DIRECTORS

Thursday, May 23, 2024

Minutes

**DATE AND LOCATION:** Dance Barn

**CALLED TO ORDER AT:** 7:00PM.

**AUDIENCE MEMBERS:** Not Recorded

**BOARD MEMBERS PRESENT:**

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

**ATTENDING:**

**Staff Members:** Jo Anne Jensen, General Manager. Spencer Houston, IT support. Joel Heverling, Finance Director

**Call to Order**

President McLean called the meeting to order at 7:00PM.  
Land Acknowledgement and Anti-Racism Statement.

**1. Agenda Adoption**

**Moved to amend and adopt the amended agenda.**

<b>Motion By:</b> Director Robinson		<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**

Pools opening May 25<sup>th</sup>.

**3. Property Owner Comments-None**

**4. Consent Agenda**

**Motion:** Approve the April 25, 2024, minutes as submitted.

<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> 6	<b>Against:</b>	<b>Abstained:</b> 2	

**Motion:** Approve the May 5, 2024, minutes as submitted.

<b>Motion By:</b> Director Van De Polder		<b>Seconded By:</b> Director Robinson	
<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>	

**5. Financial Report & Capital Projects Report**

## 6. Continuing Business

6a) Bypass until GM Search Committee approved. See below.

**Motion:** Move we form the GM Search Committee before the discussion on the recruitment company selection.

<b>Motion By:</b> Director Voldt		<b>Seconded By:</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> 6	<b>Against:</b> 1	<b>Abstained:</b>	

6b) **Motion:** Move that we vote on the resolution to establish the GM Search Committee.

<b>Motion By:</b> Director Van De Polder		<b>Seconded By:</b> Director Robinson	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> 6	<b>Against:</b>	<b>Abstained:</b> 1	

### 6c) GM Search Committee Approval of Members

Directors Voldt and Asai were nominated. Director Asai received the majority of votes.

**Note:** After a brief discussion Director Asai was selected as Chair.

6a) **Motion:** Move that the SVCA Board of Directors select Prothman as their recruiting partner for the GM Search.

<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> 6	<b>Against:</b>	<b>Abstained:</b> 1	

### 6d) ACC Policies & Procedures -Attorney Recommendations

Report and discussion.

## 7. Closed Session

**Motion:** Move into closed session. Moved into closed session at 8:29pm.

<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>	

**Motion:** Move into open session at 9:42pm.

<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>	

## 8. New Business

8a) **Approval of Organizational Changes and Funding** (Voting come out of closed session.)

**Motion 1:** Move that the SVCA Board of Directors approve the organizational changes proposed by the General Manager.

<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> 4	<b>Against:</b> 2	<b>Abstained:</b> 1	

**Motion 2:** Move that the SVCA Board of Directors approve \$45,000 from the UDR for the funding of the Accounting Manager position.

<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> 4	<b>Against:</b> 2	<b>Abstained:</b> 1	

**8b) Public Utility Easement Resolution**

**Motion:** Move that the GM provide the Board of Directors at the next meeting, a resolution and easement agreement specific to the Division 7 lots.

<b>Motion By:</b> Director Tischleder		<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>	

**8c) Capital Request-Adult Center Painting Project.**

**Motion 1:** Move that the SVCA Board of Directors approve the allocation of \$40,866.56 from CRRRF for painting the exterior of the Adult Center and Clubhouse and apply a new coating to the Clubhouse decks.

<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>	

**8c) Capital Request-Adult Center Painting Contract authorization.**

**Motion 2:** Move that the SVCA Board of Directors authorize the GM to execute SVCA’s standard construction contract with CertaPro Painters, with a not to exceed amount of \$40,866.56.

<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>	

**8d. Airport Rezoning Project**

**Motion:** Move that the Board move the Airport Rezoning Project to the Long-Range Planning Committee to come up with a viable option for RV and boat storage.

<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>	

**8e Finance Committee Member Appointment**

**Motion:** Move that Wayne Lee be added to the Finance Committee.

<b>Motion By:</b> Director Robinson		<b>Seconded By:</b> N/A	
<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>	
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**Adjourned: 10:42PM**

Approved by: \_\_\_\_\_  
Linda Bradley, Board of Directors Secretary

DRAFT





# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** Public Utility Easement

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### **Purpose**

To request approval for granting a Public Utility Easement across park space owned by the Sudden Valley Community Association (SVCA).

### **Background**

The owner of 8 and 10 Valley View Circle has requested an easement to install sewer connections across SVCA-owned park space. SVCA's attorney, Richard Davis, advised that, in his opinion, SVCA is not legally obligated to provide such an easement. In this situation, however, the requested sewer connection is shown on the original sewer design recorded with the Whatcom County Auditor's Office. Because it is the Association's responsibility to follow through on expectations reasonably created by recorded documents and also because it is in the Association's best interest to facilitate the most efficient connections to sewers and to avoid conflicts with LWWSD, I recommend that the Board of Directors approve the proposed easements and establish a fee for drafting and recording the agreements. SVCA's counsel.

Richard Davis, has drafted an agreement allowing for the easement. He suggested that SVCA establish specific criteria for the granting of such easements, to forestall any claims of inconsistency or unequal treatment. While the Board of Directors declined to approve a resolution establishing specific criteria as a formal policy of SVCA, the criteria will be used to determine whether or not to bring forward specific agreements for the Board's review.

### **Analysis**

The proposed Utility Easements are attached for review. I propose a fee of \$1,500 per property to draft and record the easement.

### **Request**

Request that the SVCA Board of Directors approve the proposed easements for 8 and 10 Valley View Circle and approve the proposed fee of \$1,500.00 per property to cover legal fees, recording fees and administrative costs.



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## **Motion**

Move that the SVCA Board of Directors approve the proposed easements for 8 and 10 Valley View Circle and the proposed fee of \$1,500.00 per property to cover recording fees and administrative costs.

## **Approvals**

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

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

Keith McLean, SVCA Board President

Filed for Record at Request of:

Sudden Valley Community Association  
4 Clubhouse Cir  
Bellingham, WA 98229  
(360) 734-6430

**DOCUMENT TITLE:** UTILITY EASEMENT AGREEMENT

**GRANTORS:** SUDDEN VALLEY COMMUNITY ASSOCIATION

**GRANTEES:** Sovereign Homes, LLC

**ABBREV. LEGAL DESCRIPTION:** Lot 55, Plat of Sudden Valley, Division No. &, according to the plat thereof, recorded in Volume 10 of Plat, Pages 63 through 64, inclusive, records of Whatcom County, Washington

**PARCEL NOS.:** 370408 386406 0000

**REFERENCE NO.:**

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (“Easement Agreement”) is made this \_\_\_\_ day of June, 2024, by Sovereign Homes, LLC owner of Lot 055 in Division 7 (the “Lot Owner”), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the “Association”). The Association and Lot Owner are individually referred to herein as a “Party” and collectively as the “Parties” or “Parcel Owners.”

### I. RECITALS

**WHEREAS**, the Lot Owner owns the real property depicted as Lot 055 (legally described in **Exhibit 1** attached hereto) (the “Benefited Property”), on the Division 7 Plat Map attached hereto as **Exhibit 2** (the “Plat”) recorded under Whatcom County Auditor File No. 2021-0903434;

**WHEREAS**, the Association owns tracts marked as “Park” in the Division 7 Plat Map and that is otherwise shown in the Sewer Design attached hereto as **Exhibit 3** (the “Burdened Property”); and

**WHEREAS**, the Lot Owner desires to construct and install a sewer line in alignment with the sewer line placement as set forth in the Sewer Design and as shown connecting Lot 055 to the existing sewer system.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

#### 1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement (“Easement”) for sewer utilities under the Park area, as depicted in **Exhibit 2** and **Exhibit 3** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the sewer connection from the Lot to the existing sewer line as shown on the Sewer Design and depicted in **Exhibit 3**. This Easement is granted only to allow the Lot Owner to utilize the sewer system in Division 7 by constructing a sewer line in alignment with the sewer connection shown in the Sewer Design. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

#### 2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the sewer line in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the sewer line, or following any subsequent maintenance or repair of the sewer line or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner commencing such work. The material used by the Lot Owner to restore or replace the soil,

natural debris, or vegetation must be approved by the Association prior to the Lot Owner using such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the sewer line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record

a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of Twenty Five Dollars (\$25.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement 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 Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

**IN WITNESS WHEREOF,** the Parties have caused this document to be executed as of the day and year first above written.

*[Signatures & Notaries on Following Pages]*

**GRANTOR:**

**SUDDEN VALLEY COMMUNITY ASSOCIATION,  
A WASHINGTON NONPROFIT CORPORATION**

\_\_\_\_\_  
By: Jo Anne Jensen  
Its: General Manager  
Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **JO ANNE JENSEN**, to me known to be the **GENERAL MANAGER** of the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**EXHIBIT 1**  
**LOT LEGAL DESCRIPTION**

Lot 55, Plat of Sudden Valley, Division No. &, according to the plat thereof, recorded in Volume 10 of Plat, Pages 63 through 64, inclusive, records of Whatcom County, Washington

**EXHIBIT 2  
DIVISION 7 PLAT MAP**

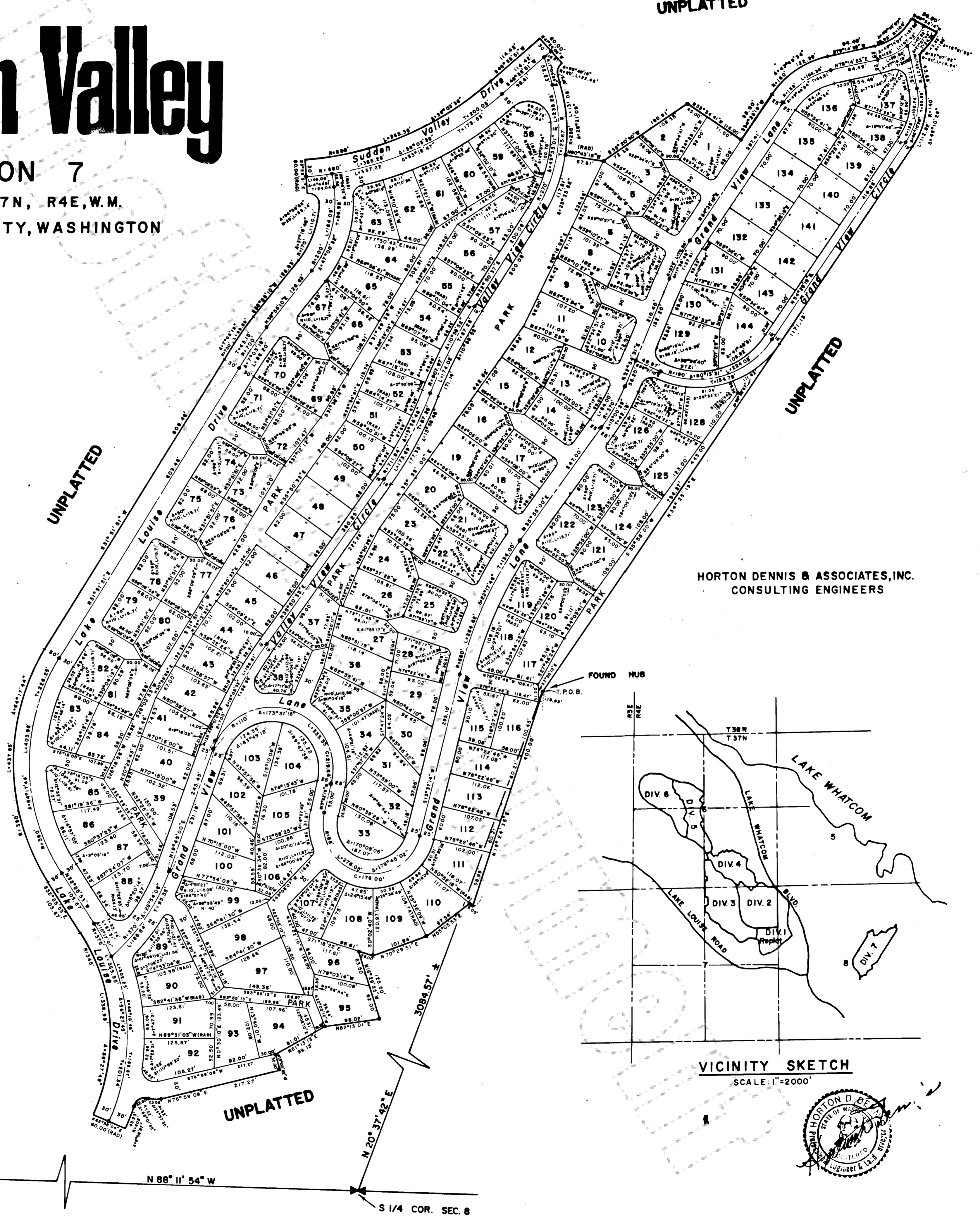
# Sudden Valley

DIVISION 7  
 SEC. 8, T37N, R4E, W.M.  
 WHATCOM COUNTY, WASHINGTON

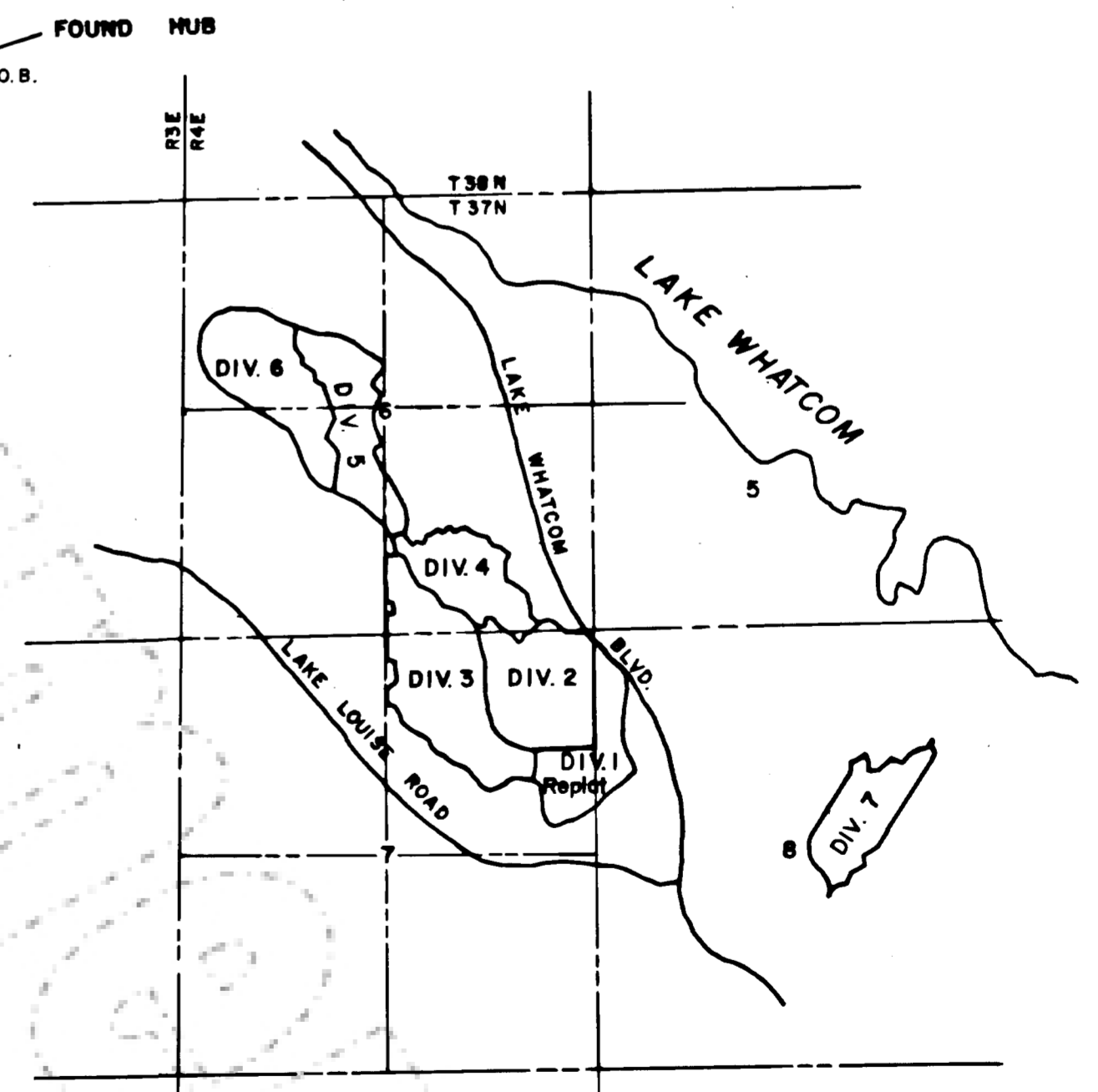


SCALE: 1" = 100'  
 LOCAL MERIDIAN

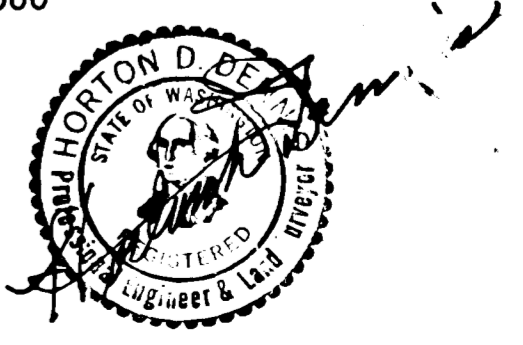
LEGEND  
 • — CONCRETE MONUMENT



HORTON DENNIS & ASSOCIATES, INC.  
 CONSULTING ENGINEERS



VICINITY SKETCH  
 SCALE: 1" = 2000'



SW COR.  
 SEC. 8

N 88° 11' 54" W

S 1/4 COR. SEC. 8

# Sudden Valley

DIVISION 7

SEC. 8, T37N, R4E, W.M.

WHATCOM COUNTY, WASHINGTON

## DESCRIPTION

I, HORTON D. DENNIS, DO HEREBY CERTIFY THAT THIS PLAT, TITLED SUDDEN VALLEY DIVISION NO. 7, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES A PORTION OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 88° 11' 54" WEST; THENCE NORTH 20° 37' 42" EAST 3084.57 FEET, MORE OR LESS, TO A FOUND WOOD HUB ACCEPTED AS MARKING A CORNER ON THE WESTERLY LINE OF THAT PROPERTY CONVEYED IN DEED RECORDED DECEMBER 7, 1954 UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 785886 SAID HUB BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 34° 25' 19" EAST ALONG SAID WESTERLY LINE (BEING DESCRIBED AS SOUTH 33° WEST IN AFOREMENTIONED DEED) A DISTANCE OF 1171.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, OF RADIUS 140.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 112.82 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11° 45' 07" WEST 45.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, OF RADIUS 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 19.94 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT OF RADIUS 150.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, 42.83 FEET TO A POINT FROM WHENCE THE CENTER OF SAID CURVE BEARS NORTH 60° 59' 14" WEST; THENCE NORTH 60° 59' 14" WEST 50.00 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHENCE THE CENTER BEARS NORTH 60° 59' 14" WEST 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 85.93 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 78° 14' 53" WEST 84.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 160.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 122.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34° 25' 19" WEST 98.00 FEET;

THENCE NORTH 55° 34' 41" WEST 116.00 FEET; THENCE SOUTH 55° 20' 50" WEST 180.91 FEET; THENCE NORTH 80° 43' 15" WEST 67.61 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS NORTH 80° 43' 15" WEST 285.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 131.08 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 17° 04' 24" WEST 13.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 22.92 FEET; THENCE NORTH 41° 24' 09" WEST 60.00 FEET;

THENCE SOUTH 48° 35' 51" WEST 114.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 550.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 365.36 FEET; THENCE SOUTH 3° 20' 31" EAST 60.00 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS SOUTH 3° 20' 31" EAST 20.00 FEET;

THENCE TO THE RIGHT ALONG SAID CURVE 33.14 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 170.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 110.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38° 55' 10" WEST 126.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 730.00 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE 89.89 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 31° 51' 51" WEST 609.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 390.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 437.65 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 32° 25' 53" EAST 105.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 345.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 339.99 FEET TO A POINT ON SAID CURVE FROM WHENCE THE CENTER BEARS NORTH 65° 58' 04" WEST; THENCE SOUTH 65° 58' 04" EAST 60.00 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS NORTH 65° 58' 04" WEST 405.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE 43.23 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, FROM WHENCE THE CENTER BEARS SOUTH 72° 05' 01" EAST 22.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 32.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT OF RADIUS 52.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 23.56 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 76° 59' 08" EAST 217.27 FEET; THENCE NORTH 13° 00' 52" WEST 30.00 FEET;

THENCE NORTH 61° 13' 13" EAST 99.13 FEET  
THENCE NORTH 82° 13' 01" EAST 98.02 FEET  
THENCE NORTH 16° 29' 35" WEST 125.50 FEET  
THENCE SOUTH 71° 18' 22" EAST 26.00 FEET  
THENCE NORTH 70° 29' 51" EAST 101.84 FEET  
THENCE NORTH 53° 05' 53" EAST 97.54 FEET  
THENCE SOUTH 50° 52' 18" EAST 5.00 FEET  
THENCE NORTH 18° 24' 35" EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

ALL IN WHATCOM COUNTY, WASHINGTON



*Horton D. Dennis*  
HORTON D. DENNIS, P.E.

## ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT

THIS 22<sup>nd</sup> DAY OF December, 1969.

*Earl Barnwell*  
ENGINEER, WHATCOM COUNTY, WASHINGTON

## PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION

THIS 22<sup>nd</sup> DAY OF December, 1969.

*W. G. Armstrong per Harry R. Fulton, Sec'y.*  
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

## COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM

COUNTY THIS 22 DAY OF Dec, 1969.

ATTEST *Wella Hansen*  
CLERK OF THE BOARD

*Frank Roberts*  
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

## TREASURER'S CERTIFICATE

I, *Alvin Cury*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 22<sup>nd</sup> DAY OF December, 1969.

*Alvin Cury*  
TREASURER, WHATCOM COUNTY, WASHINGTON

1070302

## AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON AT THE REQUEST OF

ON THIS 22 DAY OF Dec  
1969, AT 15 MINUTES PAST 4 P.M. AND RECORDED IN VOLUME

10 OF PLATS ON PAGES 63-64-65 OF THE RECORDS OF SAID COUNTY.

*Wella Hansen*  
AUDITOR, WHATCOM COUNTY, WASHINGTON



# Sudden Valley

DIVISION 7  
SEC. 8, T37N, R4E, W.M.  
WHATCOM COUNTY, WASHINGTON

Find <sup>only</sup> vacatur # 1574815 # 7117

HORTON DENNIS & ASSOCIATES, INC  
CONSULTING ENGINEERS

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT, AND IN LIEU OF DEDICATION OF ROADS AND EASEMENTS SHOWN ON THIS PLAT, HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED BENEFICIAL INTEREST IN ALL ROADS AND EASEMENTS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING, AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF BLOCKS AND EASEMENTS. THIS PLAT AND RESERVATIONS SHALL BE SUBJECT TO THE RESTRICTIONS AND CONVENANTS ON FILE IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER

AUDITOR'S FILE NO. 1070299

SUDDEN VALLEY, INC.

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

*Glen E. Corning*  
GLEN E. CORNING, AN INDIVIDUAL AND  
PRESIDENT OF CORNING LOGGING CO.

*Elizabeth F. Corning*  
ELIZABETH F. CORNING

PIONEER NATIONAL TITLE  
INSURANCE COMPANY

*Q. Robert Davis*  
Q. ROBERT DAVIS  
VICE PRESIDENT

THE SANWICK CORPORATION

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

VIKING INVESTMENT CORPORATION

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

PEOPLES NATIONAL BANK  
OF WASHINGTON

*John Laughlin*  
SR. VICE PRESIDENT

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY RESPECTIVELY, OF SUDDEN VALLEY, INC. TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED GLEN E. CORNING AND ELIZABETH F. CORNING, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUAL'S DESCRIBED IN AND WHO EXECUTED THE DEDICATION HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED GLEN E. CORNING, PRESIDENT OF CORNING LOGGING COMPANY TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENTS

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED JOHN LAUGHLIN, SR. VICE PRESIDENT OF PEOPLES NATIONAL BANK OF WASHINGTON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED Q. ROBERT DAVIS, VICE PRESIDENT OF PIONEER NATIONAL TITLE INSURANCE COMPANY TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY

RESPECTIVELY, OF THE SANWICK CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

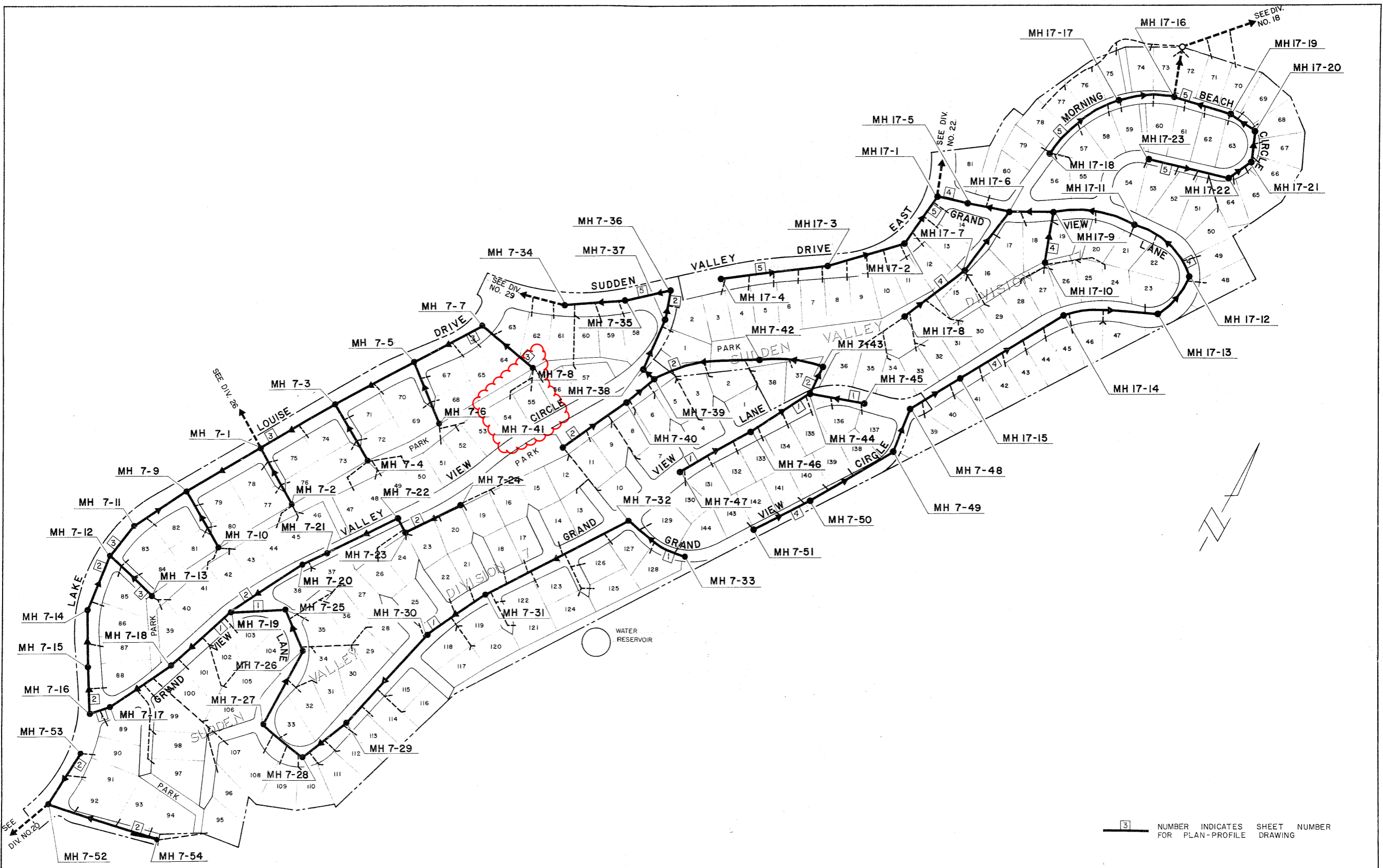
APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY RESPECTIVELY, OF VIKING INVESTMENT CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

Final Order of Vacatur # 1581069 & 1574815 & 7117  
Final Order of Vacatur # 1581068 & 1574815 & 7117  
For Amendments See Vol 151 Page 307 10-21-71

**EXHIBIT 3  
SEWER DESIGN**



3 NUMBER INDICATES SHEET NUMBER FOR PLAN-PROFILE DRAWING

**SIDE SEWERS**  
 SUDDEN VALLEY  
 SANITARY SEWERAGE SYSTEM  
 DIV. 7 & 17 INDEX SHEET

DESIGNED: J. D. A.	REVISION	BY	APPROVED	DATE
DRAWN: J. D. A.				
CHECKED: R. I. A.				

CONSULTING ENGINEERS  
 PLANNING CONSULTANTS  
 CIVIL ENGINEERS  
 MECHANICAL ENGINEERS  
 ARCHITECTS & LANDSCAPE ARCHITECTS

HORTON BENNETT & ASSOCIATES, INC.  
 SANITARY ENGINEERS  
 THEODORE S. ROBINSON  
 JAMES H. MORAN & ASSOCIATES  
 DANIEL S. MOORE  
 W. B. HANCOCK & CO.

**Sudden Valley**

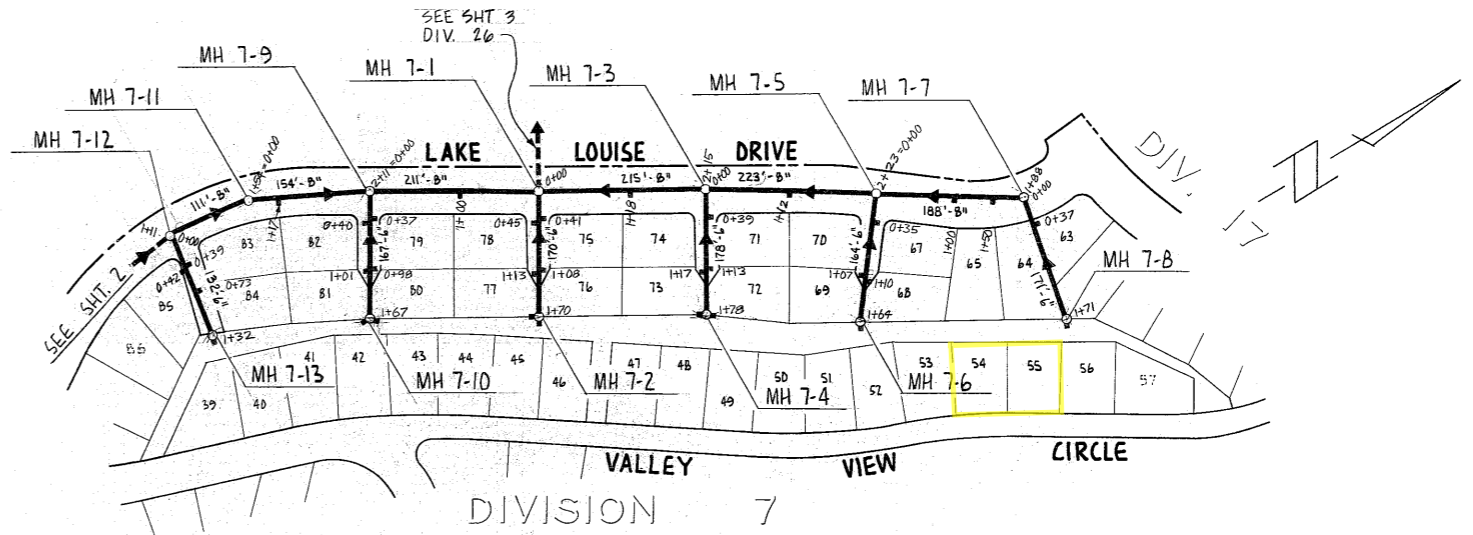
the redevelopment of the  
**THE SANWICK CORPORATION**  
 SUITE 100 DENNY BUILDING SEATTLE WASHINGTON 98101

DATE: 1-71  
 SCALE: 1"=100'  
 APPROVED

JOB NO. 2282.7  
 SHEET NO. 2190.7

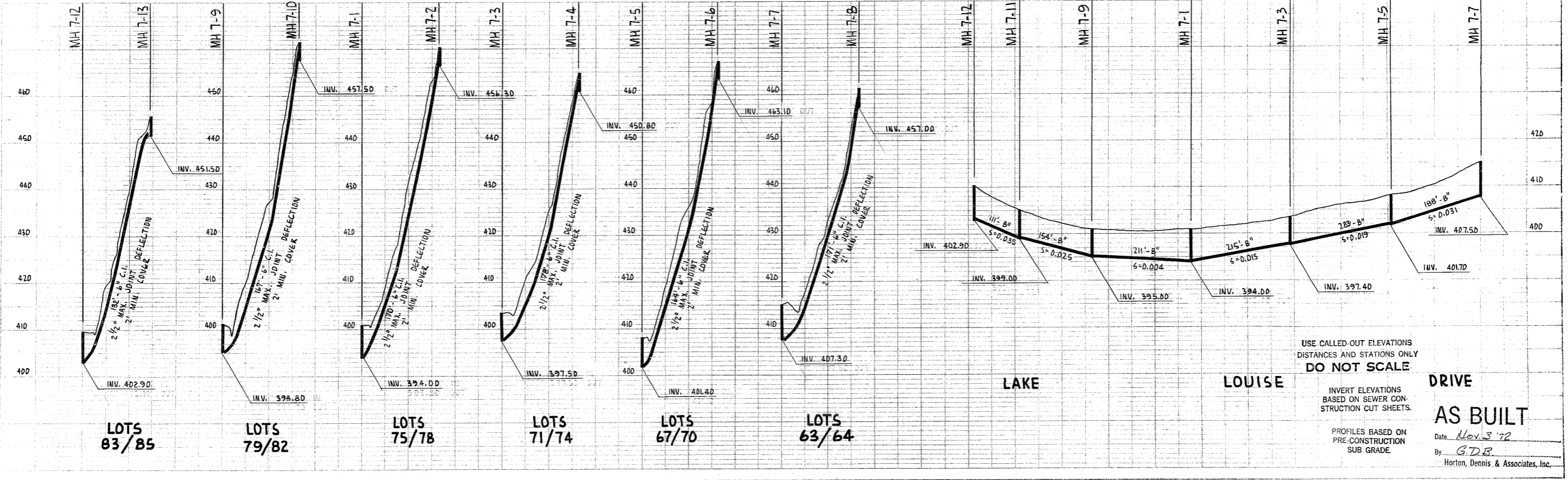
**DwgSerial#: 441** SECTION D





USE CALLED-OUT ELEVATIONS  
DISTANCES AND STATIONS ONLY  
DO NOT SCALE

DESIGNED: R.I.A.	CONSULTING ENGINEERS PLANNING CONSULTANTS GOLF COURSE ARCHITECT GOLF COURSE ENGINEERING OIL MECHANICS ENGINEERS ARCHITECTS & LANDSCAPE ARCHITECTS	HORTON DENNIS & ASSOCIATES, INC. DAVID JENSEN ASSOCIATES THEODORE S. ROBINSON D. A. HOGAN & ASSOCIATES DAMES & MOORE MILES YANICK & CO.	<b>Sudden Valley</b>	the undevelopment of the <b>THE SANWICK CORPORATION</b> SUITE 1200 DENNY BUILDING SEATTLE, WASHINGTON 98121	DATE: 3-71 SCALE: 1"=100' VERT. 1"=100' HOR.	<b>SUDDEN VALLEY SANITARY SEWERAGE SYSTEM DIV. 7 &amp; 17</b>	JOB NO. SHEET NO. 3 OF 5
CHECKED:	REVISION	BY	APPROVED	DATE	F. R. NO.	APPROVED	



USE CALLED-OUT ELEVATIONS  
DISTANCES AND STATIONS ONLY  
DO NOT SCALE

INVERT ELEVATIONS  
BASED ON SEWER CONSTRUCTION CUT SHEETS.

**AS BUILT**  
Date: Nov. 3 '72  
By: G.D.B.  
Horton, Dennis & Associates, Inc.



Filed for Record at Request of:

Sudden Valley Community Association  
4 Clubhouse Cir  
Bellingham, WA 98229  
(360) 734-6430

**DOCUMENT TITLE:** UTILITY EASEMENT AGREEMENT

**GRANTORS:** SUDDEN VALLEY COMMUNITY ASSOCIATION

**GRANTEES:** Sovereign Homes, LLC

**ABBREV. LEGAL DESCRIPTION:** Lot 54, Plat of Sudden Valley, Division No. &, according to the plat thereof, recorded in Volume 10 of Plat, Pages 63 through 64, inclusive, records of Whatcom County, Washington

**PARCEL NOS.:** 370408 383401 0000

**REFERENCE NO.:**

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (“Easement Agreement”) is made this \_\_\_\_ day of June, 2024, by Sovereign Homes, LLC, owner of Lot 054 in Division 7 (the “Lot Owner”), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the “Association”). The Association and Lot Owner are individually referred to herein as a “Party” and collectively as the “Parties” or “Parcel Owners.”

### I. RECITALS

**WHEREAS**, the Lot Owner owns the real property depicted as Lot 054 (legally described in **Exhibit 1** attached hereto) (the “Benefited Property”), on the Division 7 Plat Map attached hereto as **Exhibit 2** (the “Plat”) recorded under Whatcom County Auditor File No. 2021-0903434;

**WHEREAS**, the Association owns tracts marked as “Park” in the Division 7 Plat Map and that is otherwise shown in the Sewer Design attached hereto as **Exhibit 3** (the “Burdened Property”); and

**WHEREAS**, the Lot Owner desires to construct and install a sewer line in alignment with the sewer line placement as set forth in the Sewer Design and as shown connecting Lot 054 to the existing sewer system.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

#### 1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement (“Easement”) for sewer utilities under the Park area, as depicted in **Exhibit 2** and **Exhibit 3** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the sewer connection from the Lot to the existing sewer line as shown on the Sewer Design and depicted in **Exhibit 3**. This Easement is granted only to allow the Lot Owner to utilize the sewer system in Division 7 by constructing a sewer line in alignment with the sewer connection shown in the Sewer Design. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

#### 2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the sewer line in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the sewer line, or following any subsequent maintenance or repair of the sewer line or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner commencing such work. The material used by the Lot Owner to restore or replace the soil,

natural debris, or vegetation must be approved by the Association prior to the Lot Owner using such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the sewer line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record

a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of Twenty Five Dollars (\$25.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement 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 Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

**IN WITNESS WHEREOF,** the Parties have caused this document to be executed as of the day and year first above written.

*[Signatures & Notaries on Following Pages]*

**GRANTOR:**

**SUDDEN VALLEY COMMUNITY ASSOCIATION,  
A WASHINGTON NONPROFIT CORPORATION**

\_\_\_\_\_  
By: Jo Anne Jensen  
Its: General Manager  
Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **JO ANNE JENSEN**, to me known to be the **GENERAL MANAGER** of the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1**  
**LOT LEGAL DESCRIPTION**

Lot 54, Plat of Sudden Valley, Division No. &, according to the plat thereof, recorded in Volume 10 of Plat, Pages 63 through 64, inclusive, records of Whatcom County, Washington

**EXHIBIT 2  
DIVISION 7 PLAT MAP**



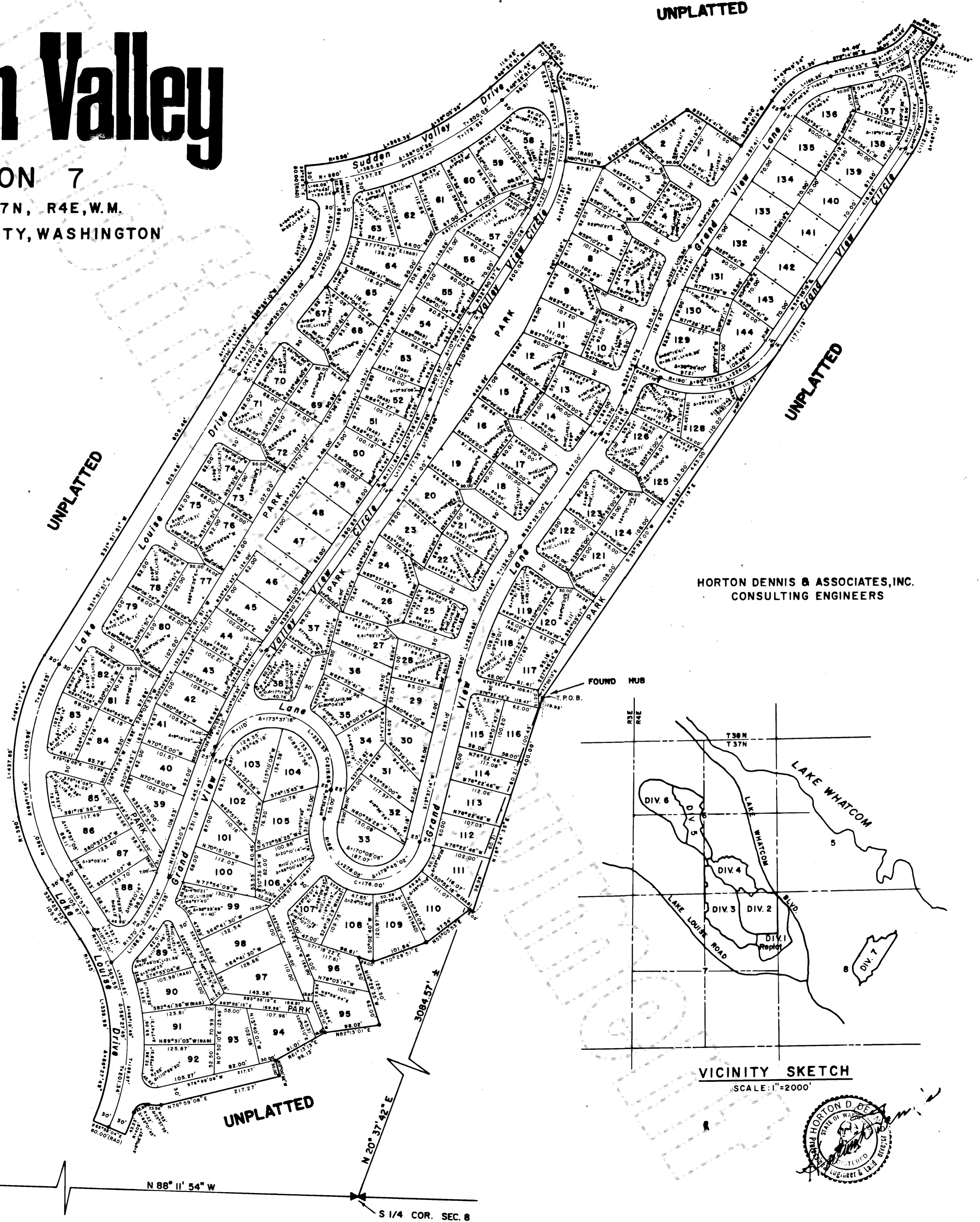
# Sudden Valley

DIVISION 7  
SEC. 8, T37N, R4E, W.M.  
WHATCOM COUNTY, WASHINGTON

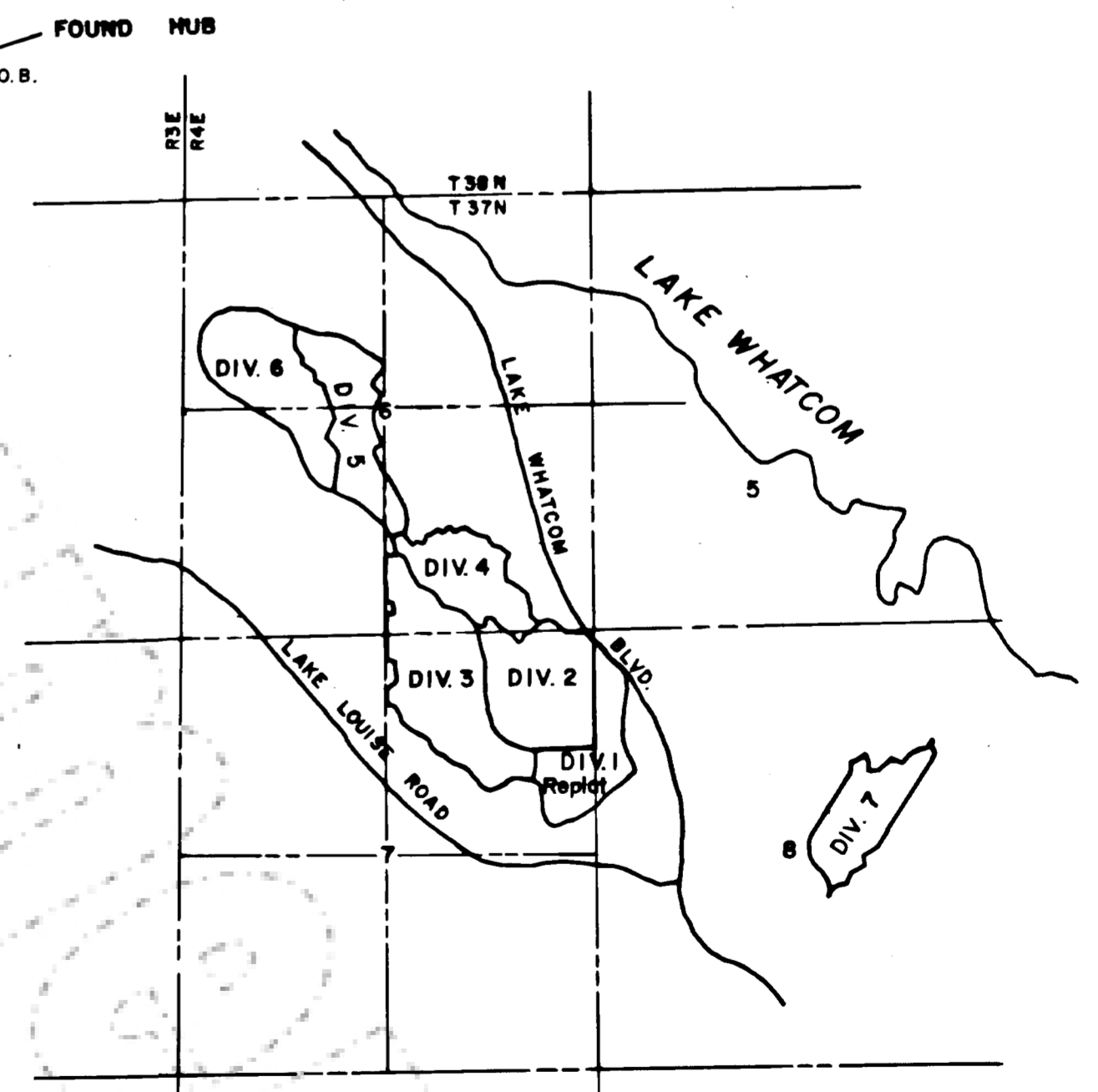


SCALE: 1" = 100'  
LOCAL MERIDIAN

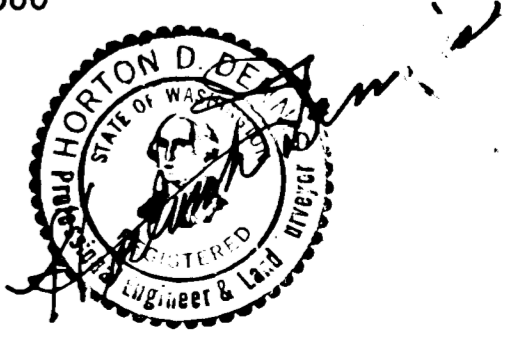
LEGEND  
● - CONCRETE MONUMENT



HORTON DENNIS & ASSOCIATES, INC.  
CONSULTING ENGINEERS



VICINITY SKETCH  
SCALE: 1" = 2000'



SW COR.  
SEC. 8

N 88° 11' 54" W

S 1/4 COR. SEC. 8

# Sudden Valley

DIVISION 7

SEC. 8, T37N, R4E, W.M.

WHATCOM COUNTY, WASHINGTON

## DESCRIPTION

I, HORTON D. DENNIS, DO HEREBY CERTIFY THAT THIS PLAT, TITLED SUDDEN VALLEY DIVISION NO. 7, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES A PORTION OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 88°-11' 54" WEST; THENCE NORTH 20° 37' 42" EAST 3084.57 FEET, MORE OR LESS, TO A FOUND WOOD HUB ACCEPTED AS MARKING A CORNER ON THE WESTERLY LINE OF THAT PROPERTY CONVEYED IN DEED RECORDED DECEMBER 7, 1954 UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 785886 SAID HUB BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 34° 25' 19" EAST ALONG SAID WESTERLY LINE (BEING DESCRIBED AS SOUTH 33° WEST IN AFOREMENTIONED DEED) A DISTANCE OF 1171.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, OF RADIUS 140.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 112.82 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11° 45' 07" WEST 45.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, OF RADIUS 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 19.94 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT OF RADIUS 150.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, 42.83 FEET TO A POINT FROM WHENCE THE CENTER OF SAID CURVE BEARS NORTH 60° 59' 14" WEST; THENCE NORTH 60° 59' 14" WEST 50.00 FEET TO A POINT ON A CURVE TO THE RIGHT FROM WHENCE THE CENTER BEARS NORTH 60° 59' 14" WEST 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 85.93 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 78° 14' 53" WEST 84.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 160.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 122.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34° 25' 19" WEST 98.00 FEET;

THENCE NORTH 55° 34' 41" WEST 116.00 FEET; THENCE SOUTH 55° 20' 50" WEST 180.91 FEET; THENCE NORTH 80° 43' 15" WEST 67.61 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS NORTH 80° 43' 15" WEST 285.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 131.08 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 17° 04' 24" WEST 13.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 22.92 FEET; THENCE NORTH 41° 24' 09" WEST 60.00 FEET;

THENCE SOUTH 48° 35' 51" WEST 114.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 550.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 365.36 FEET; THENCE SOUTH 3° 20' 31" EAST 60.00 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS SOUTH 3° 20' 31" EAST 20.00 FEET;

THENCE TO THE RIGHT ALONG SAID CURVE 33.14 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 170.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 110.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38° 55' 10" WEST 126.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 730.00 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE 89.89 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 31° 51' 51" WEST 609.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 390.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 437.65 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 32° 25' 53" EAST 105.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 345.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 339.99 FEET TO A POINT ON SAID CURVE FROM WHENCE THE CENTER BEARS NORTH 65° 58' 04" WEST; THENCE SOUTH 65° 58' 04" EAST 60.00 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS NORTH 65° 58' 04" WEST 405.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE 43.23 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, FROM WHENCE THE CENTER BEARS SOUTH 72° 05' 01" EAST 22.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 32.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT OF RADIUS 52.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 23.56 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 76° 59' 08" EAST 217.27 FEET; THENCE NORTH 13° 00' 52" WEST 30.00 FEET;

THENCE NORTH 61° 13' 13" EAST 99.13 FEET  
THENCE NORTH 82° 13' 01" EAST 98.02 FEET  
THENCE NORTH 16° 29' 35" WEST 125.50 FEET  
THENCE SOUTH 71° 18' 22" EAST 26.00 FEET  
THENCE NORTH 70° 29' 51" EAST 101.84 FEET  
THENCE NORTH 53° 05' 53" EAST 97.54 FEET  
THENCE SOUTH 50° 52' 18" EAST 5.00 FEET  
THENCE NORTH 18° 24' 35" EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

ALL IN WHATCOM COUNTY, WASHINGTON



*Horton D. Dennis*  
HORTON D. DENNIS, P.E.

## ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT

THIS 22<sup>nd</sup> DAY OF December, 1969.

*Earl Barnwell*  
ENGINEER, WHATCOM COUNTY, WASHINGTON

## PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION

THIS 22<sup>nd</sup> DAY OF December, 1969.

*W. G. Armstrong per Harry R. Fulton, Sec'y.*  
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

## COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM

COUNTY THIS 22 DAY OF Dec, 1969.

ATTEST *Wella Hansen*  
CLERK OF THE BOARD

*Frank Roberts*  
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

## TREASURER'S CERTIFICATE

I, *Alvin Cury*, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 22<sup>nd</sup> DAY OF December, 1969.

*Alvin Cury*  
TREASURER, WHATCOM COUNTY, WASHINGTON

1070302

## AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON AT THE REQUEST OF

ON THIS 22 DAY OF Dec  
1969, AT 15 MINUTES PAST 4 P.M. AND RECORDED IN VOLUME

10 OF PLATS ON PAGES 63-64-65 OF THE RECORDS OF SAID COUNTY.

*Wella Hansen*  
AUDITOR, WHATCOM COUNTY, WASHINGTON



# Sudden Valley

DIVISION 7  
SEC. 8, T37N, R4E, W.M.  
WHATCOM COUNTY, WASHINGTON

Find <sup>only</sup> vacatur # 1574815 # 7117

HORTON DENNIS & ASSOCIATES, INC.  
CONSULTING ENGINEERS

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT, AND IN LIEU OF DEDICATION OF ROADS AND EASEMENTS SHOWN ON THIS PLAT, HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED BENEFICIAL INTEREST IN ALL ROADS AND EASEMENTS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING, AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF BLOCKS AND EASEMENTS. THIS PLAT AND RESERVATIONS SHALL BE SUBJECT TO THE RESTRICTIONS AND CONVENANTS ON FILE IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER

AUDITOR'S FILE NO. 1070299

SUDDEN VALLEY, INC.

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

*Glen E. Corning*  
GLEN E. CORNING, AN INDIVIDUAL AND  
PRESIDENT OF CORNING LOGGING CO.

*Elizabeth F. Corning*  
ELIZABETH F. CORNING

PIONEER NATIONAL TITLE  
INSURANCE COMPANY

*Q. Robert Davis*  
Q. ROBERT DAVIS  
VICE PRESIDENT

THE SANWICK CORPORATION

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

VIKING INVESTMENT CORPORATION

*K.A. Sanwick, Jr.*  
K.A. SANWICK, JR.  
PRESIDENT

*F. Robert Lee*  
F. ROBERT LEE  
SECRETARY

PEOPLES NATIONAL BANK  
OF WASHINGTON

*John Laughlin*  
SR. VICE PRESIDENT

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY RESPECTIVELY, OF SUDDEN VALLEY, INC. TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED GLEN E. CORNING AND ELIZABETH F. CORNING, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUAL'S DESCRIBED IN AND WHO EXECUTED THE DEDICATION HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED GLEN E. CORNING, PRESIDENT OF CORNING LOGGING COMPANY TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENTS

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED JOHN LAUGHLIN, SR. VICE PRESIDENT OF PEOPLES NATIONAL BANK OF WASHINGTON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED Q. ROBERT DAVIS, VICE PRESIDENT OF PIONEER NATIONAL TITLE INSURANCE COMPANY TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY

RESPECTIVELY, OF THE SANWICK CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

## ACKNOWLEDGEMENT

ON THIS 17th DAY OF DECEMBER, 1969, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

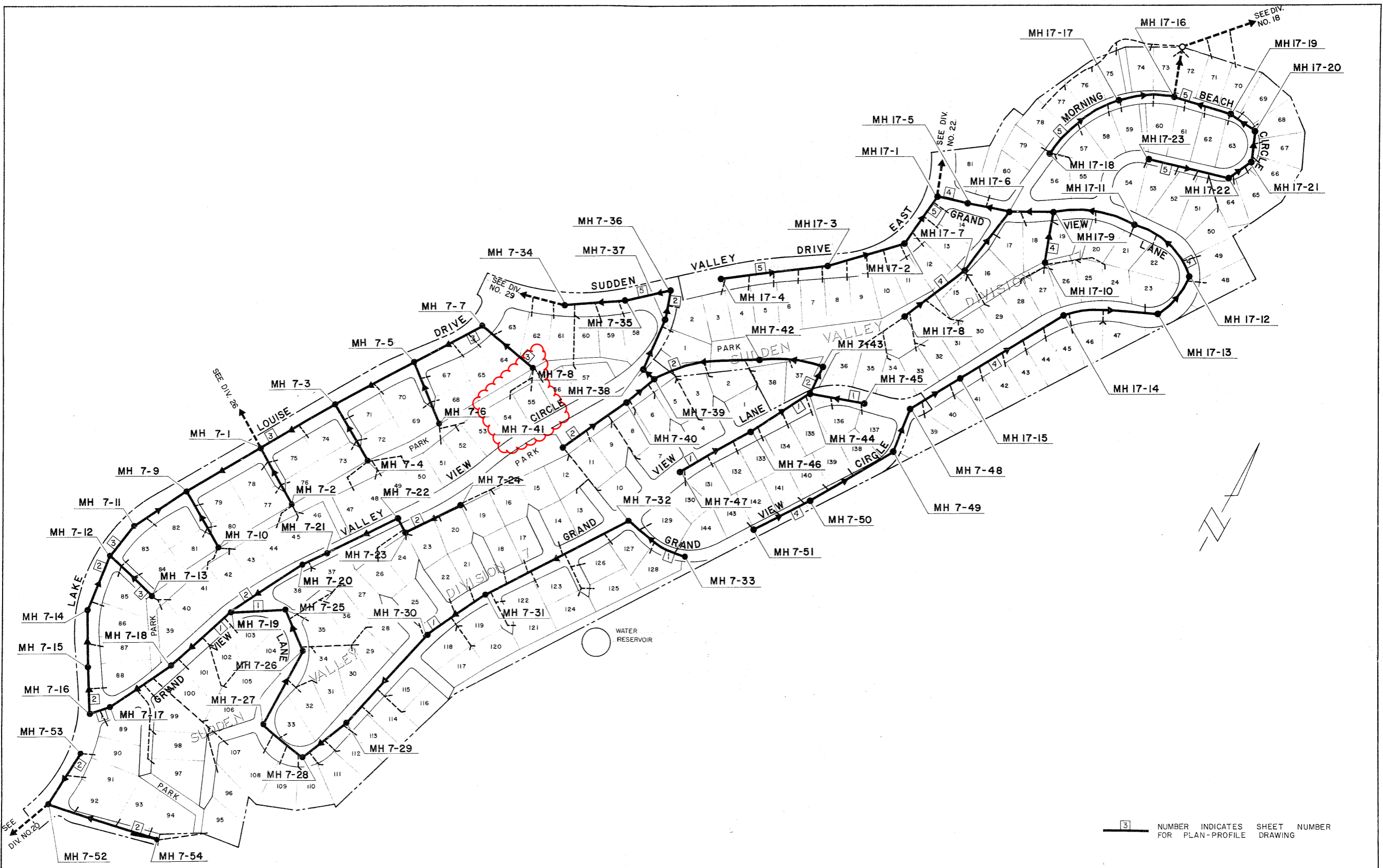
APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY RESPECTIVELY, OF VIKING INVESTMENT CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*Horton Dennis*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT SEATTLE

Final Order of Vacatur # 1581069 & 1574815 & 7117  
Final Order of Vacatur # 1581068 & 1574815 & 7117  
For Amendments See Vol 151 Page 307 10-21-71

**EXHIBIT 3  
SEWER DESIGN**



3 NUMBER INDICATES SHEET NUMBER FOR PLAN-PROFILE DRAWING

**SIDE SEWERS**  
 SUDDEN VALLEY  
 SANITARY SEWERAGE SYSTEM  
 DIV. 7 & 17 INDEX SHEET

DESIGNED: J. D. A.	REVISION	BY	APPROVED	DATE
DRAWN: J. D. A.				
CHECKED: R. I. A.				

CONSULTING ENGINEERS  
 PLANNING CONSULTANTS  
 CIVIL ENGINEERS  
 MECHANICAL ENGINEERS  
 ARCHITECTS & LANDSCAPE ARCHITECTS

HORTON BENNETT & ASSOCIATES, INC.  
 SANITARY ENGINEERS  
 THEODORE S. ROBINSON  
 JAMES H. MORAN & ASSOCIATES  
 DANIEL S. MOORE  
 W. B. HANCOCK & CO.

**Sudden Valley**

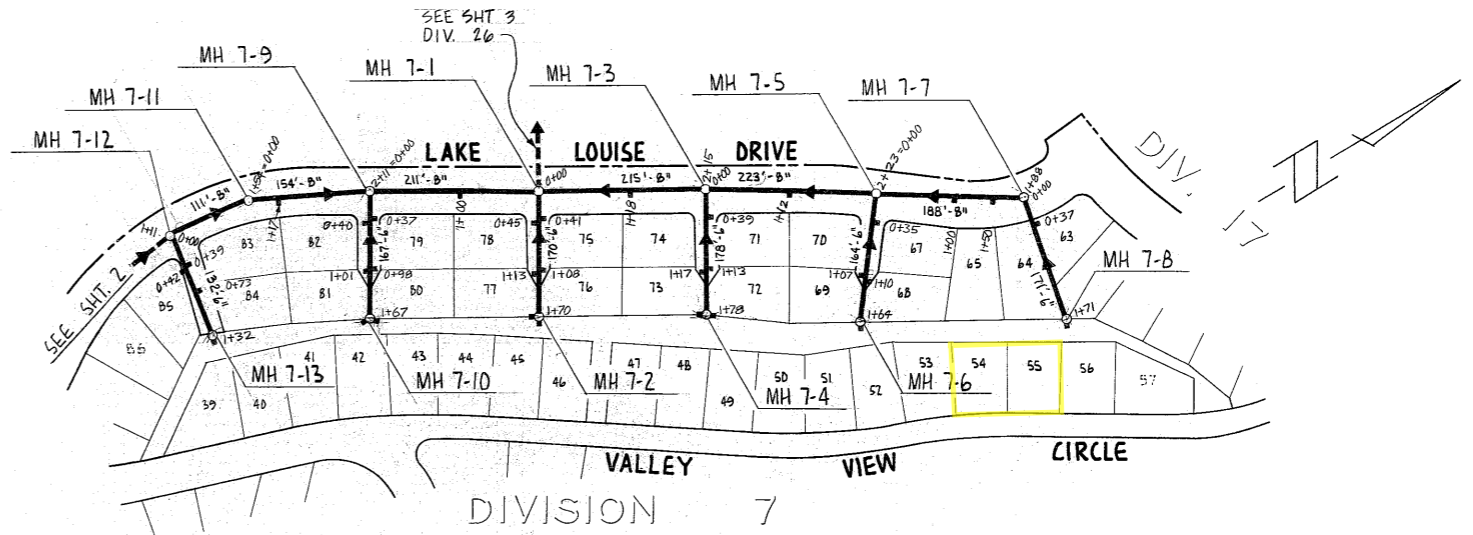
the redevelopment of the  
**THE SANWICK CORPORATION**  
 SUITE 100 DENNY BUILDING SEATTLE, WASHINGTON 98101

DATE: 1-71  
 SCALE: 1"=100'  
 APPROVED

JOB NO. 2282.7  
 SHEET NO. 2190.7

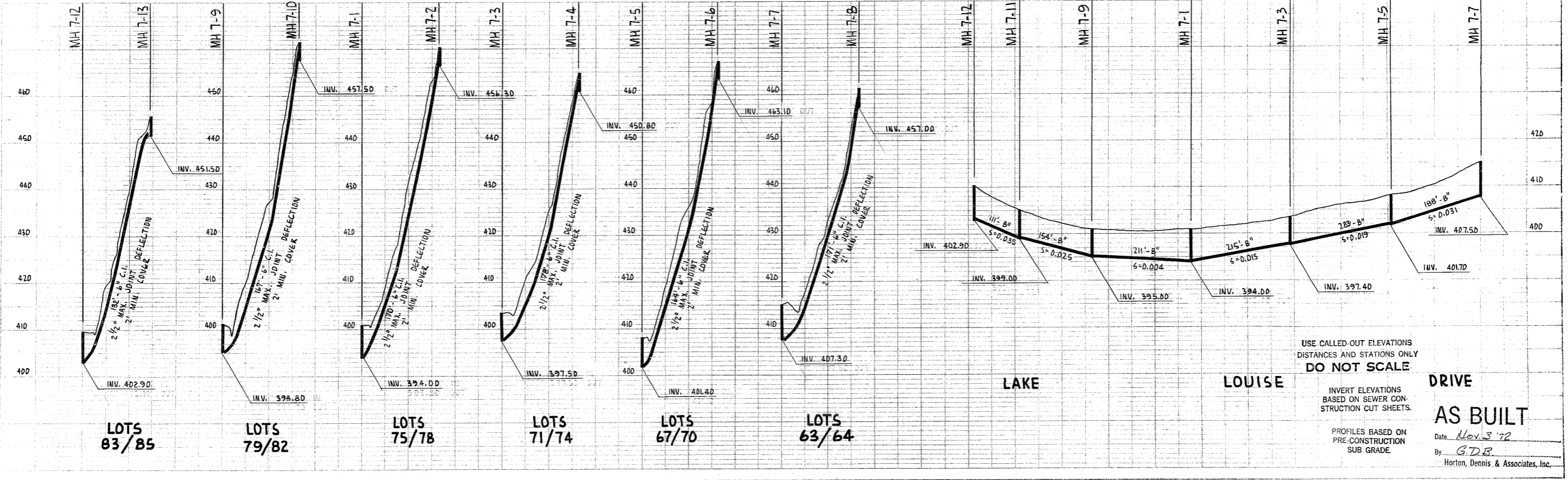
**DwgSerial#: 441** SECTION D





USE CALLED-OUT ELEVATIONS  
DISTANCES AND STATIONS ONLY  
DO NOT SCALE

DESIGNED: R.I.A.	CONSULTING ENGINEERS PLANNING CONSULTANTS GOLF COURSE ARCHITECT GOLF COURSE ENGINEERING OIL MECHANICS ENGINEERS ARCHITECTS & LANDSCAPE ARCHITECTS	HORTON DENNIS & ASSOCIATES, INC. DAVID JENSEN ASSOCIATES THEODORE S. ROBINSON D. A. HOGAN & ASSOCIATES DAMES & MOORE MILES YANICK & CO.	<b>Sudden Valley</b>	the undevelopment of the <b>THE SANWICK CORPORATION</b> SUITE 1200 DENNY BUILDING SEATTLE, WASHINGTON 98121	DATE: 3-71 SCALE: 1"=100' VERT. 1"=100' HOR.	<b>SUDDEN VALLEY SANITARY SEWERAGE SYSTEM DIV. 7 &amp; 17</b>	JOB NO. SHEET NO. 3 OF 5
CHECKED:	REVISION	BY	APPROVED	DATE	F. R. NO.	APPROVED	



USE CALLED-OUT ELEVATIONS  
DISTANCES AND STATIONS ONLY  
DO NOT SCALE

INVERT ELEVATIONS  
BASED ON SEWER CONSTRUCTION CUT SHEETS.  
PROFILES BASED ON  
PRE-CONSTRUCTION  
SUB GRADE.

**AS BUILT**  
Date: Nov. 3 '72  
By: G.D.B.  
Horton, Dennis & Associates, Inc.



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** Appeal of Architectural Control Fees

---

### **Purpose**

To inform the Board of the response made by Richard Davis, SVCA's attorney, to their inquiry about the feasibility of appealing Architectural Control (AC) fees.

### **Background**

On April 11, 2024, the Board approved increases to the fees and fines that are associated with new construction and exterior renovation projects. At that meeting, the Board instructed me to ask Richard to recommend how best to structure an appeal of the AC fees. Following is Richard's response.

### **Analysis**

*I would recommend that SVCA not adopt an appeal process for a waiver of fees associated with new construction projects. I think that this will be difficult (if not impossible) to administer and will make it more likely that SVCA's increased fees will be challenged, most likely by a builder.*

*First, if a process is available to seek a reduction in fees, SVCA can expect most applicants to apply for a reduction. This, alone, will create a significant burden on the Appeals Committee and staff.*

*Second, as I understand the proposal, builders would not be entitled to appeal for a reduction. The only eligible members who could apply would be non-builder owners. I am unable to think of a legitimate reason for distinguishing between builders and non-builder owners. The costs on the Association, e.g. staff time, inspections, enforcement and wear and tear on roads is the same no matter who is applying for new construction.*

*Third, I don't think the Appeals Committee would have any basis on which to grant a fee reduction. I expect the reason that will typically be offered by a member is that they are experiencing individual financial hardship. But, does SVCA really want the Appeals Committee weighing in on individual members' financial situation? That is a slippery slope. And other members may make records requests for all documents submitted and considered in the appeal process. Even if those documents are exempt, SVCA might face litigation from a member who wants to challenge SVCA's determination that they are exempt.*



## Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

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*4. If SVCA is willing to grant fee reductions, then this completely undercuts the rationale SVCA offered for increasing the fees in the first place. New construction imposes burdens on the Association, and the burdens are the same regardless of who is initiating the construction project. At least one builder has alleged that the increase in fees is not rationally related to the burdens on SVCA. [The GM] presented evidence and data to the Board to support the fee increase. If SVCA now grants waivers, I believe it enhances the likelihood a builder will challenge the fees as being disproportionate to the impact on SVCA because it then looks like the increase in fees was directed solely at builders.*





# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

## APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** Employment of Relatives

---

### Purpose

To request approval for employing two individuals who have a close family relationship.

### Background

The Sudden Valley Bylaws require the following regarding the employment of relatives employed by the Association if closely related to another employee:

*Article III, Section 23 (d) No person closely related to a director, or an employee, shall be employed by the Association unless approved by the Board.*

### Analysis

Braden LeDuc, Kevin LeDuc's son, began working for SVCA on July 26, 2021 as a part-time seasonal employee in the Golf Shop. On September 1, 2023, he was promoted to a full-time position as Golf Shop Assistant. Between September 1, 2023, and March 31, 2024, Braden reported to Brian Kruhlak. Braden now reports to Darren Chapman, who began work as SVCA's Head Pro on April 5, 2024.

When Braden was promoted to the full-time position, he had already been employed at SVCA for more than two years. I presumed that permission would have been obtained from the Board at point of hire. Since we cannot find any documentation that permission was granted, and since Braden has now been promoted to a full-time position, I am asking the Board to approve Braden's continued employment as a close relative of another employee.

### Request

Request that the SVCA Board of Directors approve the continued employment of Braden LeDuc, a close relative of Kevin LeDuc, Golf Director.

### Motion

Move that the SVCA Board of Directors approve the continued employment of Braden LeDuc, a close relative of Kevin LeDuc, Golf Director.



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## Approvals

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

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

Keith McLean, SVCA Board President



# Sudden Valley Community Association

360-734-6430  
4 Clubhouse Circle Bellingham, WA 98229  
www.suddenvalley.com

## CAPITAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Rick Asai, GM Search Committee Chair & Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** Capital Request – GM Search Funding

### Purpose

To request funding for the GM Search.

### Background

On May 23, 2024, the SVCA Board of Directors approved a resolution forming a GM Search Committee and awarded a contract with Prothman, to facilitate that search. In Prothman’s proposal, they set their fee at \$18,500 and estimated the following additional expenses:

Trade journal, LinkedIn, and other advertising	\$1,300 -- \$1,800	\$1,800
Direct mail announcements	\$1,700	\$1,700
Consultant travel	\$450 -- \$750/trip	\$1,500
Background checks (\$170 per candidate)	\$510 -- \$850	\$850
Candidate travel expenses	TBD	\$5,000
<u>Other miscellaneous expenses</u>		<u>\$3,500</u>
Total Other Expenses		\$14,350
<u>Consultant Fee</u>		<u>\$18,500</u>
<b>Total Estimated Expenses \$</b>		<b>\$32,850</b>

### Request

Request that the SVCA Board of Directors approve \$32,850 from UDR for the GM Search.

### Motion

Move that the SVCA Board of Directors approve \$32,850 from UDR for the GM Search.

### Approvals

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

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

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

Keith McLean, SVCA Board President



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## APPROVAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** Heston Hauling Contract

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### Purpose

To request approval for a contract with Heston Hauling for towing and private property impound services.

### Background

SVCA has had an ongoing relationship with Heston Hauling for towing cars and boats that are parked illegally or broken down and blocking traffic. SVCA has not had a need for their services for more than a year. To resume service and expand the locations that Heston Towing will clear, a new contract must be signed.

### Analysis

Heston Hauling's standard contract for private property impound services includes the following provisions:

- SVCA must identify the specific locations from which vehicles and vessels will be towed;
- SVCA must identify specific individuals (Jo Anne Jensen, GM, and Mike Brock, Maintenance & Facilities Manager) who are authorized to request impound services;
- Heston Hauling will provide impound signs which must be posted at the named locations;
- Owners of vehicles and vessels that are towed will be charged to redeem their property at the rates given in the contract;
- SVCA will be charged for removing vehicles not redeemed by their owners; Heston Hauling estimates this amount to be about \$2,500.
- SVCA must indemnify Heston Hauling against claims which might result from a contested impound.

Towing an improperly parked car is a significant step for SVCA to take for these reasons:

- The owner of the towed vehicle or vessel may be greatly inconvenienced and will have to pay a significant charge to redeem their property;
- Legal action could be initiated against SVCA to contest the validity of the impound;
- Towing abandoned vehicles/vessels will result in costs to SVCA.



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## **Request**

Request that the SVCA Board of Directors approve the private property impound agreement with Heston Towing and authorize the General Manager to sign it on behalf of SVCA.

## **Motion**

Move that the SVCA Board of Directors approve the private property impound agreement with Heston Towing and authorize the General Manager to sign it on behalf of SVCA.

## **Approvals**

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

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

Keith McLean, SVCA Board President



**PRIVATE PROPERTY IMPOUND AGREEMENT**

This agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023-2024, by and between \_\_\_\_\_, hereinafter referred to as the property owner or person having possession or control of real property and **Heston Hauling** an automotive towing firm.

**WITNESSETH:**

Whereas property owner or person having possession or control of real property has requested **Heston Hauling** to impound any vehicle parked without authorization on certain real property described below.

Both parties agree as follows:

1. **Heston Hauling** and its agents or employees are hereby authorized and directed to impound and remove any unauthorized vehicles found upon real property (*violating chapter 46.55 RCW*) **24 hours a day / 7 days a week**; described as follows:

Refer to Exhibit A

(Insert Property Address in Box Above)

2. Before any impoundment is accomplished, such impoundment shall be authorized in writing by any one of the individuals listed below:

<u>Name</u>	<u>Phone #</u>
Jo Anne Jensen, General Manager	360-734-6430 x321
Mike Brock, Maintenance & Facilities Manager	360-778-9393
Joel Heverling, Finance Director	360-734-6430 x212

3. Impound signs shall be provided and posted on the property at no cost to the property owner. There is no charge to the property owner for most impounds. \*Exception to this is an abandoned vehicle or vessel without value. (Ex: decayed boats, hulk vehicles, disrepair motorhomes). For these impounds there will be a charge to defray impound and disposal costs.

Continued on back page.

All viable impounds will be billed to the last known owner of the vehicle at a cost of:

Class A/E **\$342.00 hook** and **\$89.00 per day for storage.**

Class B **\$414.00 hook** and **\$89.00 per day for storage** (*all vehicles over 10,000 lbs. \$178.00*).

Class C **\$718.00 hook** and **\$178.00 per day for storage.**

4. Private property owner or person having possession or control of real property agrees to indemnify and hold harmless **Heston Hauling** and its officers, employees and agents from any and all claims, damages, costs and judgments which may be imposed upon towing firm as a result of contested validity of impounding any vehicle from described real property.
  
5. This agreement shall continue in operation and effect until terminated in writing by either party hereto; however, that even after such termination, this agreement shall continue in effect with respect to any claims, causes of action, or judgments which arise for one year. A copy of this contract shall be retained by **Heston Hauling** during its duration and for a period of not less than three years after its termination.

*Signature of Property owner or person having possession or control of property described*

*Print name, title, and phone number*



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## MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Jo Anne Jensen, General Manager  
**Date:** June 13, 2024  
**Subject:** New Board Process

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### Purpose

To inform the Board of Directors of a new process for managing Board meetings and communication.

### Background

In 2024, the average size of an agenda packet was 73 pages and the largest packet included 170 pages. It is challenging for directors to review all the materials within 48 hours, especially considering that the material is often technical. Similarly, the average length of a board meeting in 2024 is three hours and the longest meeting took 4 hours and 39 minutes. Much of the time in each meeting is taken up with either reading the memos that were provided or answering simple clarification questions. It is difficult to maintain focus in meetings of that length, especially considering that no breaks are typically given.

It can also be challenging for staff to answer questions on the fly, since many people participate in pulling together the information being presented to the Board, but usually only the GM and Finance Director are in attendance.

### Proposal

#### Board Meetings

The new approach that is proposed changes the timeline for when materials are given to Directors for review as well as the process by which questions can be answered in advance. This new approach offers directors more time to consider each proposal, allowing the meeting to be an exchange of directors' views and voting.

#### Proposed Procedure and Timeline

Activity	Timing Example
The full agenda packet will be provided by end of day, two weeks in advance of the scheduled meeting.	Thursday, June 27 <sup>th</sup>
Directors should submit their questions or requests for additional information to the Board Secretary by end of day, one week later	Thursday, July 4 <sup>th</sup>
The Board Secretary will collate the questions and send them to the GM before the end of the next day.	Friday, July 5 <sup>th</sup>
The GM will work with staff to provide responses to the full Board by the following Tuesday, taking two business days to put together the requested information.	Tuesday, July 9 <sup>th</sup>
The meeting agenda and supporting materials will be posted to the website 48 hours in advance of the meeting.	Tuesday, July 9 <sup>th</sup>

At the meeting, the memos will no longer need to be read aloud. Instead, the President will read each motion and each director will be given the opportunity to share their perspective. Directors will not be





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required to comment. No director will speak for a second time before all other directors have spoken or declined to speak. As is required by Robert's Rules of Order, all comments will be addressed to the Chair. When the discussion is over, the Board President will call for a vote.

Pros	Cons
Directors will have more time to review material	Directors will have to prepare for meetings in advance
Staff will have the opportunity to provide more complete responses to questions raised by the Board	One meeting will be lost, since it will take time to get on the new schedule
Meetings will follow Robert's Rules more closely	
Directors will have more opportunity to share their opinions, since the facts will be established in advance	

## Committee Meetings

There is no proposed change to the procedures currently used by committees. However, it is proposed that the recordings of committee meetings no longer be posted to YouTube. Members will be able to watch the live meetings on Zoom or attend them in person and minutes will continue to be posted. This satisfies the requirement while removing the anxiety experienced by both staff and committee members that is caused by having video in the public domain that can be manipulated and taken out of context. This change will allow committees to be a better opportunity for collaboration between volunteers and staff.