



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: Allen Helvajian, Compliance Manager
Date: July 23, 2026
Subject: Sewer System Easement

Purpose

To request approval for granting a Sewer System Easement across Right-Of-Way (ROW) space owned by the Sudden Valley Community Association (SVCA).

Background

The owner of 190 Sudden Valley Dr has requested an easement to install a sewer-water connection across SVCA-owned space. The owner received approval from the ACC on July 2, 2026 to file for the easement. The proposed easement (attached) was drafted by CSD Law, following the previously developed template. We will use the established fee of \$1,500 for drafting and recording the agreements. SVCA's counsel, Aaron Haynes, has drafted the agreement allowing for the easement.

Request

Request that the SVCA Board of Directors approve the proposed easement for 190 Sudden Valley Dr and approve the proposed fee of \$1,500.00 to cover legal fees, recording fees and administrative costs.

Motion

Move that the SVCA Board of Directors approve the proposed easements for 190 Sudden Valley Dr and the proposed fee of \$1,500.00 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:
CSD ATTORNEYS AT LAW P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

DOCUMENT TITLE:

SEWER EASEMENT AGREEMENT

GRANTOR:

SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington Non-Profit Corporation

GRANTEE:

ARROW HOMES LLC, a Washington Limited Liability Company

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

PTN PARK AREA 1, DIV. 6, SUDDEN VALLEY

LOT 78, DIV. 6, SUDDEN VALLEY

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

3704060783730000 / P29336

3704060663910000 / P29275

SEWER EASEMENT AGREEMENT

THIS **SEWER EASEMENT AGREEMENT** ("Easement Agreement") is made this _____ day of _____, 2026, by and between **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the "Grantor" or "Association"), and **ARROW HOMES LLC**, a Washington Limited Liability Company (the "Grantee" or "Lot Owner"). The Grantor and Grantee are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Association owns that certain common area parcel commonly known as Park Area 1 in Division 6 of Sudden Valley, Bellingham, Washington, 98229; Whatcom County Assessor Tax Parcel No. 3704060783730000 / P29336, legally described in **Exhibit A** attached hereto (the "Burdened Property"); and

WHEREAS, the Lot Owner owns the real property commonly known as 190 Sudden Valley Drive, Bellingham, Washington, 98229; Whatcom County Assessor Tax Parcel No. 3704060663910000 / P29275, legally described in **Exhibit B** attached hereto (the "Benefited Property"); and

WHEREAS, the Lot Owner desires to construct and install a sewer line over a portion of the Burdened Property in alignment with the sewer line placement as legally described in **Exhibit C** and as depicted in **Exhibit D**, attached hereto.

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 D**, 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 **Exhibit D**. This Easement is granted only to allow the Lot Owner to utilize the sewer system in Division 6 by constructing a sewer line in alignment with the sewer connection shown in **Exhibit D**. 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 the Association, 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 the Association 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.

GRANTOR:

SUDDEN VALLEY COMMUNITY ASSOCIATION

By: _____
Its: General Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me _____, 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 _____, 2026.

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

GRANTEE:

ARROW HOMES LLC

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

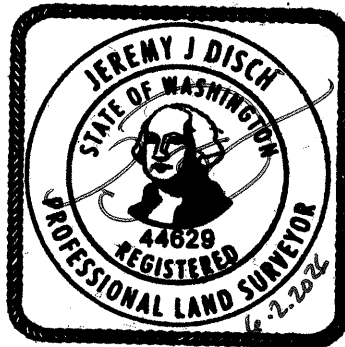
On this day personally appeared before me _____, to me known to be the _____ of **ARROW HOMES LLC**, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the limited liability company.

GIVEN under my hand and official seal this ____ day of _____, 2026.

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

"EXHIBIT A"
LEGAL DESCRIPTION OF
BURDENED PROPERTY

A PORTION OF THE PARK TRACT ABUTTING AND ADJACENT TO LOTS 78 AND 79, PLAT OF SUDDEN VALLEY, DIVISION No. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53-55, OFFICIAL RECORDS OF WHATCOM COUNTY WASHINGTON,
SAID PARK TRACT ALSO BEING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M.



"EXHIBIT B"
LEGAL DESCRIPTION OF
BENEFITTED PROPERTY

LOT 78, PLAT OF SUDDEN VALLEY, DIVISION No. 6, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 10 OF PLATS, PAGES 53-55, OFFICIAL RECORDS OF WHATCOM
COUNTY WASHINGTON,

SAID LOT 78, ALSO BEING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M.



"EXHIBIT C"
LEGAL DESCRIPTION OF
SEWER LINE EASEMENT

AN EASEMENT FOR A SANITARY SEWER LINE ACROSS A PORTION OF A PARK TRACT, PLAT OF SUDDEN VALLEY, DIVISION No. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53-55, OFFICIAL RECORDS OF WHATCOM COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 78, THENCE ALONG THE EASTERLY LINE OF SAID LOT 79 BEARING NORTH 18°42'22" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 71°17'38" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 18°42'22" WEST A DISTANCE OF 17.06 FEET; THENCE SOUTH 01°58'07" WEST A DISTANCE OF 17.06 FEET; THENCE NORTH 88°01'53" WEST A DISTANCE OF 20.00 FEET TO THE EASTERLY LINE OF SAID LOT 78; THENCE NORTH 01°58'07" EAST A DISTANCE OF 20.00 FEET MORE OR LESS TO THE **POINT OF BEGINNING**

END OF DESCRIPTION.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

CONTAINING APPROXIMATELY 741 SQ. FT.



POWERTEK SURVEYING

(360) 746.8801

#5426 BARRETT ROAD #104
FERNDALE, WA 98248
WWW.POWERTEK.NET

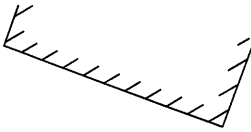


SUDDEN VALLEY DR.

L=86.65'
R=293.00'
D=16°56'39"

SUDDEN VALLEY
DIVISION 6
VOL. 10, PG. 53-55

LOT 78, DIV. 6
#190 SUDDEN VALLEY DR.
6,689 SQ.FT.



S79°33'32"E
90.00'

90.00'
S83°29'49"W

LOT 79

P.O.B.

59.82'
S01°58'07"W

PARK

LOT 77

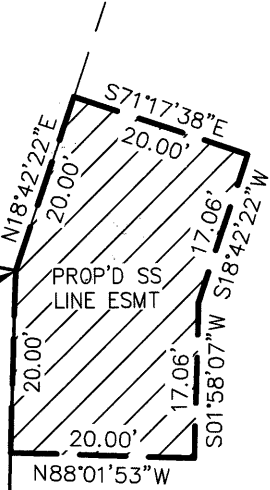
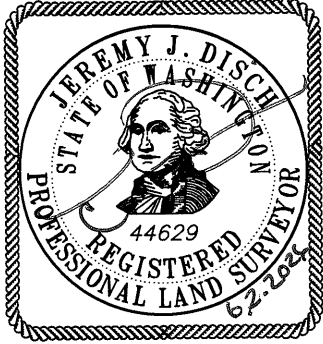


EXHIBIT 'D' EASEMENT DETAIL

SITUATE IN A PORTION OF SW 1/4, NW 1/4
SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST
OF W.M. WHATCOM COUNTY, WASHINGTON



SUDDEN VALLEY COMMUNITY
ASSN. - SEWER EASEMENT

DRAWN BY: GDM	DATE: 6/2/2026	JOB NO.: 2022-003C	SHEET: 1 OF 1
REVIEWED BY: JJD	SCALE: 1" = 20'		