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SUPERIOR COURT OF WASHINGTON, COUNTY OF SAN JUAN

CLARE LINN WELKER and ABIGAIL
METZGER WELKER, Trustees of the Big
Sky Trust UDT 11-14-2002,
Plaintiffs,

v.

MOUNT DALLAS ASSOCIATION, a
Washington non-profit corporation; et al.,
Defendants

NO. 15-2-05069-0

**DECLARATION OF
SUSAN ALLEN IN SUPPORT OF
MOUNT DALLAS
ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT**

I, SUSAN ALLEN, state as follows:

1. I am over the age of 18 and am competent to be a witness in this lawsuit. I make the following statements based upon my personal knowledge of the matters testified to herein.
2. I am the President of Mount Dallas Association and have been on the Board of Directors since August of 2012.
3. My husband, James Timothy Allen, and I are also Defendants in this lawsuit.
4. I make this declaration in support of the Association's motion for partial summary judgment which asks the court to establish a methodology for allocation of road maintenance expenses using the Actual Use Method and the Flat Rate method.
5. The Association has been assessing an annual fee for a reserve fund to pay for major road repairs, ditch work and/or repaving of Mount Dallas Road based upon the area of Mount Dallas Road traversed to get to the property owner's parcel (Actual Use Method) and whether the parcel is developed or undeveloped for the past two years. Seventy two percent (72%) of the

Declaration of Susan Allen - 1

Derek Mann & Associates, PLLC
P O Box 399
Eastsound WA 98245
360-376-3299

1 tax parcel owners authorized this method via petitions submitted to the Association. Attached as
 2 Exhibit A hereto is a true and correct copy of said Petition, in blank. [The Petitions signed and
 3 returned to the Association were attached to my “Declaration in Opposition to Plaintiffs’ Motion
 4 for Summary Judgment,” filed and served in this matter in October 2015, and I hereby
 5 incorporate those into this Declaration.] In 2014 seventy seven percent (77%) of property
 6 owners paid according to this method and in 2015 seventy seven percent (77%) of property
 7 owners paid according to this method. This indicates a high degree of agreement with the Actual
 8 Use Method.

9 6. The Actual Use Method calculates the square footage of the road surface an owner
 10 travels from West Side Road to his/her driveway or the side road that leads to their driveway. If
 11 a parcel has more than one driveway, we have assessed based on the furthest driveway. If a
 12 parcel does not have a driveway, we have assessed to the furthest point of the parcel. If the parcel
 13 is undeveloped, we have been assessing based on twenty five percent (25%) of what that parcel
 14 owner would pay if the property were developed.

15 7. Using the figures provided in Exhibit C of the Plaintiffs’ “Declaration of Robert
 16 Wilson,” it seems clear that it is more fair to calculate assessments based on the Actual Use
 17 Method than the Legal Use Method, especially for some owners. Said another way, some
 18 owners would be treated more unfairly than others if the Court implemented the Legal Use
 19 Method. For example:

	<u>Sq. Footage/Actual Use</u>	<u>Sq. Footage/Legal Use</u>
Gerhardstein	15,184	28,242
SJ Preservation Trust	21,061	28,242
Sterling Trust/Haberman	24,971	28,242
Swin	27,734	28,242
Swin	32,076	34,286
Swin	32,076	34,286
Twoomey	34,783	36,423
Bienvenu & Anderson	41,850	44,142
Bailor	47,470	54,036

1	Prysbyski/Kosi	47,470	54,036
2	Schumy	47,470	54,036
3	Kaufman	47,470	54,036
4	Whalen	47,470	54,036
5	Gimlet	47,470	54,036
6	Henneman	69,760	76,964
7	Graham	69,766	82,020
8	Gero	82,542	86,317
9	Auth	89,555	98,346
10	Meyerott/Bryant	92,077	98,346
11	Rath	123,359	144,152
12	Hohenlohe	127,248	144,152
13	Hill	127,248	144,152
14	Guard	127,248	134,612
15	Rath	130,588	144,152
16	Hill	134,612	144,152
17	Rath	136,456	144,152
18	Staunton & Sikorski	141,128	144,152
19	Meyerott & Bryant	141,128	144,152
20	Ballenger	141,128	144,152
21	McClellan	141,128	144,152
22	Allen	140,503	144,152

21 If the Legal Use Method were adopted, Gerhardstein would be forced to pay for nearly twice as
 22 much road as he uses. Additionally, 30 other parcel owners would also pay more than their fair
 23 share using the Legal Use Method. That is not the case when using the Actual Use Method.

24 8. I dispute the argument that the Legal Use Method results in an allocation that will
 25 remain legally fixed and static over time and that the Actual Use Method will include potential
 26 variability. Under the Legal Use Method, a property owner who has the *legal* right to use more
 27 of the roadway than he/she actually uses could quite easily vacate the portion of their easement

1 that is unused in order to reduce road maintenance costs. That would be far easier and less
2 expensive than building a new driveway closer to the beginning of his/her property line in order
3 to reduce road maintenance costs if the Actual Use Method were adopted.

4 9. In addition to assessing an annual fee based on the Actual Use Method, for the past
5 two years the Association has been assessing an annual Flat Rate administrative fee to pay for
6 those cost that benefit all Property Owners equally, including licensing, professional fees,
7 printing, postage, website hosting, insurance and other administrative expenses as well as fire
8 prevention services including weed whacking, brush clearing, and removal of trees and branches.
9 Seventy four percent (74%) of property owners authorized this method for administrative and
10 fire prevention assessments via petitions submitted to the Association. Attached as Exhibit B
11 hereto is true and correct copy of said Petition, in blank. [The Petitions signed and returned to
12 the Association were attached to my "Declaration in Opposition to Plaintiffs' Motion for
13 Summary Judgment," filed and served in this matter in October 2015, and I hereby incorporate
14 those into this Declaration.] In 2014 seventy seven percent (77%) of property owners paid
15 based upon this method and in 2015 seventy seven percent (77%) of property owners paid based
upon this method. This indicates a high degree of agreement with the Flat Rate Method.

16 10. The Association is currently obtaining the signatures of tax parcel owners on a Road
17 Maintenance Agreement for Mount Dallas Road. The Road Maintenance Agreement adopts the
18 Association's current Actual Use Method and Flat Rate Method for assessments. Attached as
19 Exhibit C hereto is a copy of the Road Maintenance Agreement. Attached as Exhibit D hereto is
20 a copy of the "Joinder in Road Maintenance Agreement for Mount Dallas Road." I request leave
21 at the April 15 hearing to supplement this Declaration by stating the number of tax parcel owners
that have become contractually bound to the Agreement.

22 I declare under penalty of perjury under the laws of the State of Washington that the
23 foregoing is true and correct.

24 Signed at Friday Harbor, Washington on March 17, 2016.

25
26 
27 _____
Susan Allen

Clare Linn Welker and Abigail Metzger Welker,
Trustees of the Big Sky Trust UDT 11-14-2002 Plaintiffs,
v.
Mount Dallas Association, et. al
State of Washington, San Juan County No. 15-2-05069-0

defendant(s) and property owner(s) on Mount Dallas, request the following in the
above referenced lawsuit:

Authorize an annual assessment for a reserve fund to pay for major road repairs,
ditch work and/or repaving of Mount Dallas Road based upon the area of Mount
Dallas Road I traverse to get to my parcel and whether my parcel is developed or
undeveloped.

Dated this _____ day of _____, 2015.

By: _____
Your Signatures(s)

Property Owner of Tax Parcel(s):

Exhibit A

Clare Linn Welker and Abigail Metzger Welker,
Trustees of the Big Sky Trust UDT 11-14-2002 Plaintiffs,
v.
Mount Dallas Association, et. al
State of Washington, San Juan County No. 15-2-05069-0

defendant(s) and property owner(s) and property owner on Mount Dallas, request
the following in the above referenced lawsuit:

Authorize the assessment for annual expenses that benefit all parcels equally such
as liability insurance, mailers, postage, website hosting and possibly accounting
expenses to be the same flat rate for each tax parcel.

Dated this _____ day of _____, 2015.

By: _____
Your Signatures(s)

Property Owner of Tax Parcel(s):

Exhibit B P 1

Clare Linn Welker and Abigail Metzger Welker,
Trustees of the Big Sky Trust UDT 11-14-2002 Plaintiffs,
v.
Mount Dallas Association, et. al
State of Washington, San Juan County No. 15-2-05069-0

defendant(s) and property owner(s) on Mount Dallas, request the following in the
above referenced lawsuit:

Authorize the assessment for annual expenses that are performed to prevent a
neighborhood fire, such as weed whacking, brush clearing and tree branch removal
to be the same flat rate for each tax parcel. When the work performed is for a side
road, only those parcels that have access on that particular side road will be
assessed.

Dated this _____ day of _____, 2015.

By: _____
Your Signatures(s)

Property Owner of Tax Parcel(s):

Exhibit B P2



Recorded at the request of:
MOUNT DALLAS ASSN

Filed for Record at Request of:

When Recorded Return to:

Mount Dallas Association
PO Box 2481
Friday Harbor, WA 98250

RECORDING COVER SHEET

Document Name: ROAD MAINTENANCE AGREEMENT
Grantors: MOUNT DALLAS ASSOCIATION
Grantees: CONSENTING OWNERS OF PROPERTIES ACCESSED
VIA MOUNT DALLAS ROAD
Short Legal: PTN Sections 13, 14 and 24, TWP 35N, R4W, W.M.
TPNs:
Related Documents:

EXHIBIT C P1

Road Maintenance Agreement for Mount Dallas Road

This Road Maintenance Agreement ("Agreement"), effective as of the 2 day of March, 2016, is made by and among Mount Dallas Association, a Washington State non-profit corporation ("the Association"), and those owners of parcels of real property accessed via Mount Dallas Road who have signed and delivered to the Association Joinders to this Agreement ("Consenting Property Owners").

The parties hereto intend for this Road Maintenance Agreement to supersede all previous agreements with respect to the maintenance of Mount Dallas Road.

RECITALS

1. Definitions.

- a. "Parcel," as used herein, is defined as a parcel of real property accessed via Mount Dallas Road.
- b. "Property Owner," as used herein, is defined as the owner of a Parcel, whether or not such owner is a Consenting Property Owner.
- c. "Parcel In Good Standing," as used herein, is defined as a Parcel that (1) is bound by this Agreement; (2) has a properly executed copy of this Agreement, or a properly executed Joinder in Road Maintenance Agreement, per Section 3, recorded against it; and (3) for which all fees assessed by the Association to the latest owner of record for years 2015 and later, together with any interest, collection costs and attorneys' fees due per Section 15, have been paid in full.
- d. "Mount Dallas Road Network" is defined as the network of roads on San Juan Island in San Juan County, Washington, consisting of the private roadway known as Mount Dallas Road, which commences at the County Road (West Side Road), together with all current and future roads (the "Side Roads") that connect to Mount Dallas Road. A portion of Mount Dallas Road is currently chip-sealed; the currently chip-sealed portion of Mount Dallas Road is referred to herein as the "Main Road."

- e. "Furthest Access Point" for a Parcel, as used herein, is defined as follows: If any part of said Parcel is accessible via any Side Road, any then-current driveway, or any other then-current roadway, not including the Main Road, then the Furthest Access Point for the Parcel is the point on the Main Road most distant from West Side Road that is actually traversed in accessing any part of the Parcel via any Side Road, any then-current driveway, or any other then-current roadway, not including the Main Road. Otherwise, if no part of said Parcel is accessible via any Side Road, any then-current driveway, or any other then-current roadway, not including the Main Road, then the Furthest Access Point for the Parcel is the point on the Main Road most distant from West Side Road that is actually traversed in accessing any part of the Parcel via the Main Road.

2. The Side Roads.

The Side Roads presently include the following:

- | | |
|-----------------------|--|
| 1. Lower No-Name Road | 8. Rockledge Road |
| 2. Kiya Way | 9. Skylark Lane |
| 3. Larkspur Lane | 10. Rascal Road |
| 4. Nighthawk Lane | 11. Stormridge Road |
| 5. Tumac Road | 12. Upper No-Name Road |
| 6. Sunridge Road | 13. Upper unpaved portion of Mount Dallas Road |
| 7. Windridge Lane | 14. Brookshaw Road |

3. Map and Legal Description.

Exhibit A (attached and incorporated herein by this reference) contains a map of the Mount Dallas area, depicting the Mount Dallas Road Network, including the Main Road and the various Side Roads. Exhibit A-1 (attached and incorporated herein by this reference) contains a legal description of the Main Road.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Mount Dallas Association. The Association is a duly licensed and organized Washington State nonprofit corporation (est. 1989), the Board of which consists of certain Property Owners, each of whom owns at least one Parcel In Good Standing. The election of the Association's Board and the Association's administration and operation are as set forth in the Association's "Articles of Incorporation," "Bylaws,"

and "Policy and Procedures Manual." Every Property Owner who owns at least one Parcel In Good Standing shall have the right to be a member of the Association as set forth therein.

2. Authority of the Association. The Association shall have the authority to perform maintenance and improvements of the Main Road, and to assess, collect, and manage fees for such maintenance and improvements, as specified herein.

3. Joinders. Consenting Property Owners may bind themselves and their Parcel(s) to this Agreement by executing and recording a separate "Joinder in Road Maintenance Agreement" with a full legal description of said Parcel(s).

4. Effect of Joinders. Upon proper execution and recording of such Joinders, such Consenting Property Owners shall be bound, and their Parcel(s) shall from then forward and forever be held, sold, and conveyed subject to the mutual covenants contained herein, which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the Parcel(s), or any part thereof, of any Consenting Property Owner, and this Agreement shall inure to the mutual benefit of all such Parcels and to the parties hereto.

5. Voting. Only Parcels In Good Standing shall carry votes on matters requiring approval. Each Parcel In Good Standing shall carry a single vote, regardless of the number of part-owners of said Parcel. A vote cannot be divided. If the owners of a Parcel are unable to agree on how to cast the vote for their Parcel, then the vote for that Parcel shall not be counted.

6. Delegation of Maintenance. Each individual Consenting Property Owner agrees that such owner, and his or her heirs, successors and assigns, delegates to the Association the right and responsibility to maintain the Main Road for the benefit of such owner's Parcel.

7. Responsible and Economical Maintenance. The Association agrees that, to the extent of its financial ability, it shall maintain and improve the Main Road as set forth herein, and that it shall carry out such maintenance and improvements in a responsible and economical manner.

8. Road Standards. The Association agrees to use best effort to maintain the Main Road in safe and passable driving conditions year-round.

9. Routine General Maintenance. The Association shall budget for, reserve for, and timely conduct routine general maintenance of the Main Road, including, without limitation, repair of ordinary wear-and-tear, repair of normal erosion

damage, erosion control, weed whacking, brush clearing, removal of trees and branches, and cleaning of ditches and culverts.

10. Major Road Work. The Association shall budget for, reserve for, and timely conduct major road work on the Main Road, including, without limitation, major ditch work, preparation for resurfacing, and application of resurfacing.

11. Other Improvements. Improvements of the Main Road other than routine general maintenance described in Section 9, major road work described in Section 10, and repairs covered by special fees described in Sections 12(F), 12(G), and 12(H), including, without limitation, projects such as widening portions of the Main Road, shall require at least a sixty-seven percent (67%) affirmative vote of all Parcels In Good Standing that benefit from access easements across any portion of said improvements. All such improvements of the Main Road must be approved by the Association Board and shall be managed by the Association Board.

12. Assessments. Each Property Owner shall pay to the Association certain per-parcel assessments, as follows:

A. An annual insurance fee to pay for liability insurance. This fee shall be assessed only to Property Owners covered by said liability insurance, and shall be the same for each Parcel owned by a covered Property Owner.

B. An annual administrative fee to pay for those of the Association's costs that benefit all Property Owners equally, including, without limitation: licensing, legal, accounting, surveying and other professional fees, and printing, postage, website hosting, and other administrative expenses. This fee shall be the same for each Parcel.

C. An annual fire-prevention fee to pay for those of the Association's costs intended to help prevent neighborhood fires, including, without limitation: weed whacking, brush clearing, and removal of trees and branches. This fee shall be the same for each Parcel.

D. An annual fee for a reserve fund to pay for routine general maintenance and major road work as described in Sections 9 and 10. This fee shall be prorated, based on the area of the Main Road actually traversed in accessing each Property Owner's Parcel via the Furthest Access Point for such Parcel, and whether the Parcel is developed or undeveloped. A developed Parcel is defined as one (a) that has a habitable space (such as a house, habitable trailer or mobile home) connected to a septic system; or (b) for which a building permit has been issued and construction has commenced. Exhibit B (attached and incorporated herein by this reference) sets forth the method for such proration.

E. A special fee for other improvements of the Main Road, per Section 11. This fee shall be prorated, based on the area of the improvements actually traversed in accessing the benefited Parcel via the Furthest Access Point for the Parcel, and whether the Parcel is developed or undeveloped. Exhibit C (attached and incorporated herein by this reference) sets forth the method for such proration.

F. A special fee for the repair of major, abnormal damage to the Main Road. This fee shall be prorated, based on the area of the repairs actually traversed in accessing the benefited Parcel via the Furthest Access Point for the Parcel, and whether the Parcel is developed or undeveloped. Exhibit C (attached and incorporated herein by this reference) sets forth the method for such proration.

G. A project fee in an amount determined by the Association Board to be appropriate for the repair of damage and/or wear-and-tear of the Main Road reasonably expected to be caused by construction projects, landscaping projects, or logging operations active on any Property Owner's Parcel, such fee to be assessed on an annual basis to the owner of such Parcel.

H. Normal use of the Main Road is deemed to be residential ingress and egress using ordinary passenger vehicles. If a Property Owner uses the Main Road in such a way or with such equipment so as to cause abnormal damage to the Main Road, or so as to cause higher-than-normal maintenance costs, then the Property Owner shall be responsible for paying the full costs for any corresponding repair or maintenance.

13. Annual Meeting. The Association shall conduct an annual meeting open to all Property Owners, and shall give Property Owners thirty (30) days' notice for the meeting.

14. Bank Accounts and Financial Reporting. The Association shall establish and maintain bank accounts, as appropriate, and shall annually prepare and distribute to all Property Owners an income-and-expense report and a year-end balance sheet, accounting for all funds received and disbursed during the year.

15. Liens. Each Property Owner and each subsequent owner of any Parcel within the subject property, by virtue of this Agreement or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, by signing this Agreement does covenant and agree to pay to the Association the amount assessed per this agreement (the "Assessment"), within sixty (60) days of the date of the corresponding invoice. Each Property Owner also agrees that such Assessment, if unpaid within said sixty (60) days, together with interest at a rate of 12% per annum, or the maximum rate allowed by law, and together with attorneys' fees and

any other cost of collection, shall constitute a charge upon the land and a continuing lien against each of the Parcels owned by such Property Owner, which lien shall continue until the Assessment, interest amounts, attorney fee amounts, and other collection fees are paid in full. Partial payments shall be applied first to such costs and fees, second to accrued interest, and then to the outstanding principal balance.

16. Enforcement. The Association may bring a civil action for payment of any unpaid Assessment(s) against the Property Owner(s) obligated to pay such Assessment(s). The lien may be judicially enforced by the Association or its authorized representatives in the manner set forth in the Revised Code of Washington Chapter 61.12 or non-judicially in the manner set forth in the Revised Code of Washington Chapter 61.24. In the event that the Association is the prevailing party, the Association shall be entitled to interest on the Assessment(s), together with attorneys' fees and expenses and costs of the action. In addition, the Association may pursue any other legal or equitable remedies available to it for Assessment collection and/or violations of its rules and regulations.

17. Subordination. The Association's lien shall be subordinate to the lien of any encumbrance recorded prior to this Agreement, to the lien of any first mortgage, and to the lien for any governmental assessment or real property taxes. Upon request by the owner or mortgagee of a Parcel, the Association shall issue such certificates as are necessary to indicate the status of the Assessments for the Parcel. Sale or transfer of a Parcel shall not discharge the lien of the Association against the owner personally for any Assessment.

18. Insurance. The Association shall maintain liability insurance coverage in an amount not less than one-million dollars (\$1,000,000).

19. Liability and Indemnification. The Association makes no warranties regarding the condition of Mount Dallas Road or the Side Roads, and Property Owners, and their guests and invitees, elect to utilize those roads for access at their sole risk. Each Property Owner and their successors or assigns (the "Indemnifying Owner") agrees to indemnify and hold the Association and other Property Owners and their successors or assigns (the "Indemnified Parties") harmless from any damage or injury, either to persons or personal property, sustained by the Indemnifying Owner, their contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of the Indemnified Parties, their agents, contractors, invitees or employees or caused by any condition or defects now or hereafter existing or occurring in the Main Road or the Side Roads.

20. Disputes/Arbitration. If at any time any dispute, difference or disagreement shall arise out of or in relation to this Agreement, the meaning and construction hereof, or with respect to any decision on which parties to this agreement are

deadlocked, every such dispute, difference and disagreement shall be resolved by submission of the dispute to arbitration pursuant to the Mandatory Arbitration Rules then in effect for the Superior Court of San Juan County. Such arbitration shall be binding on said parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Said parties shall share equally in the cost of the arbitration. The arbitrator may award the substantially prevailing party its attorneys' fees. This Arbitration provision shall not apply to any action by the Association to lien or enforce its lien rights against any Property Owner. In addition, the provisions of this section shall not impair the pursuit of other available remedies at law or equity for disputes and claims by any persons or entities who are not parties to said binding arbitration.

21. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

22. Amendment. This Agreement may be amended by a written instrument in recordable form signed by the Association and by owners of at least sixty-seven percent (67%) of all Parcels that are bound by this Agreement. Any amendments to this document must be recorded.

23. Continuation of Existing Easements. Nothing herein is intended to amend or supersede any provisions of any easement of record benefiting any Property Owner's Parcel.

24. Non Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

25. Counterparts. This document may be executed in counterparts, all of which shall be construed to constitute one and the same document.

26. Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington and venue for any action shall be the state courts of San Juan County.

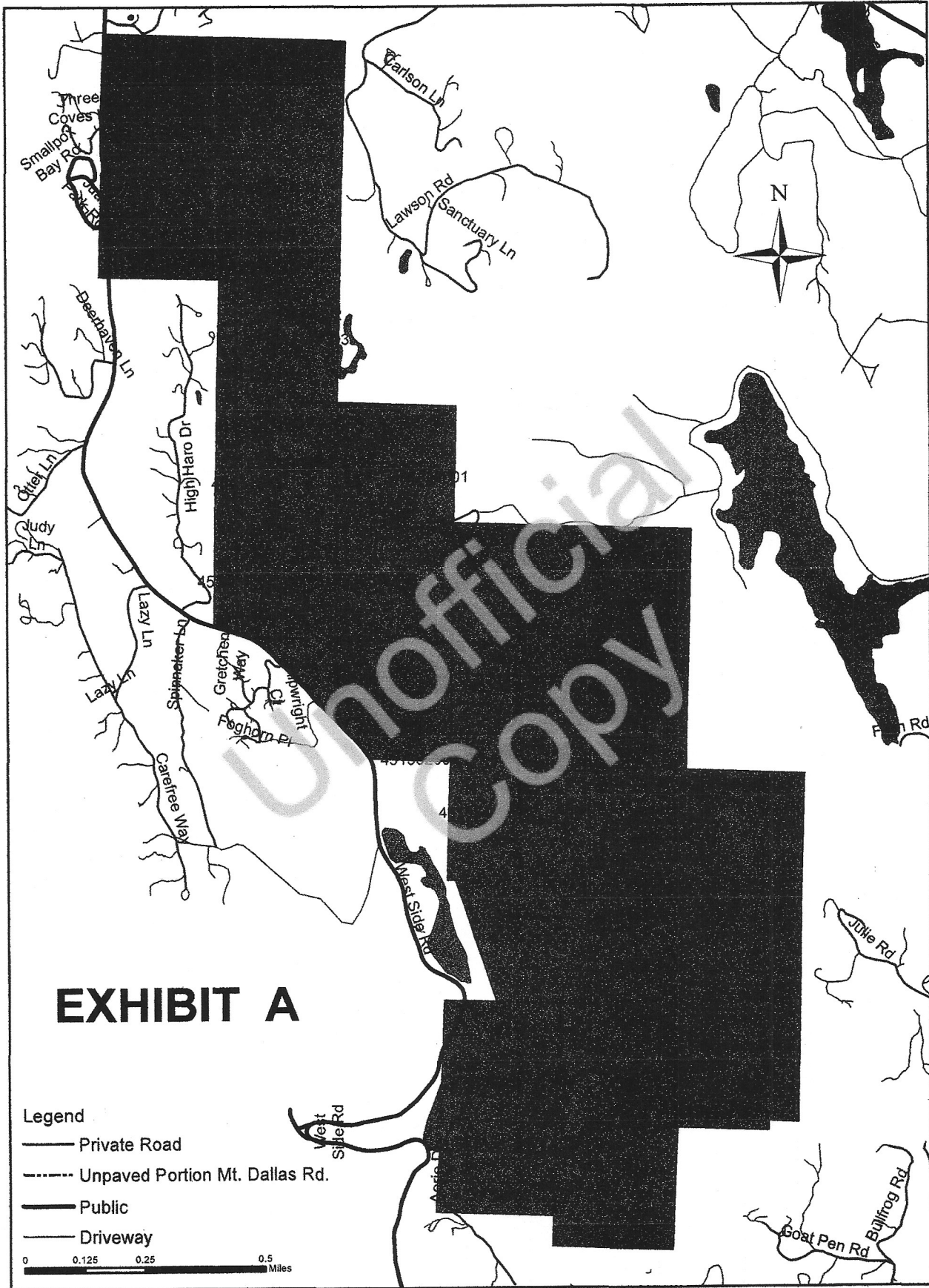


EXHIBIT A

Exhibit C P 9

EXHIBIT A-1

Legal Description of the Portion of Mount Dallas Road Referred to in this Agreement as the "Main Road"

THE PAVED PORTION OF THE AS-BUILT PRIVATE ROADWAY KNOWN AS MOUNT DALLAS ROAD, ON SAN JUAN ISLAND, IN SAN JUAN COUNTY, WASHINGTON, SAID PAVED PORTION BEGINNING AT A LOWER TERMINUS IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 4 WEST, W.M., AT THE COUNTY ROAD KNOWN AS WEST SIDE ROAD, AND CONTINUING, WITHOUT BRANCHING, 10,860 FEET, MORE OR LESS, TO AN UPPER TERMINUS IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 WEST, W.M., SAID PAVED PORTION OF MOUNT DALLAS ROAD FALLING WITHIN SECTIONS 13, 14, AND 24, TOWNSHIP 35 NORTH, RANGE 4 WEST, W.M.

SAID LOWER TERMINUS AT WEST SIDE ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER SECTION CORNER OF SECTION 14, COMMON WITH SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 WEST, W.M., AS SHOWN IN VOLUME 1 OF SHORT PLATS, PAGES 34 – 34A, RECORDS OF SAN JUAN COUNTY, WASHINGTON, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 LIES NORTH $00^{\circ}17'58''$ EAST, 2389.90 FEET AND THE SOUTHEAST CORNER OF SAID SECTION 14 LIES SOUTH $01^{\circ}03'37''$ WEST, 2613.82 FEET; THENCE SOUTH $61^{\circ}30'07''$ WEST, 633.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE PAVED ROADWAY OF MOUNT DALLAS ROAD WITH WEST SIDE ROAD (COUNTY ROAD NO. 1).

SAID UPPER TERMINUS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 WEST, W.M., AS SHOWN IN BOOK 22 OF SURVEYS, PAGE 111, RECORDS OF SAN JUAN COUNTY, WASHINGTON, FROM WHICH THE NORTH QUARTER SECTION CORNER OF SAID SECTION 24 LIES NORTH $01^{\circ}48'32''$ WEST, 2643.14 FEET AND THE EAST QUARTER SECTION CORNER OF SAID SECTION 24 LIES SOUTH $88^{\circ}15'00''$ EAST, 2658.08 FEET; THENCE NORTH $34^{\circ}53'54''$ EAST, 776.40 FEET TO THE CENTERLINE AND END OF THE PAVED ROADWAY OF MOUNT DALLAS ROAD.

EXHIBIT B

Method per Section 12(D) for Proration of the Annual Fee for a Reserve Fund

The amount assessed for each Parcel shall be calculated as follows:

1. For each Parcel, calculate a Parcel Numerator as follows: If the Parcel is developed, then the Parcel Numerator shall be equal to the total area of the portion of the Main Road actually traversed in accessing the Parcel via the Furthest Access Point for the Parcel, starting from West Side Road. If the Parcel is undeveloped, then the Parcel Numerator shall be equal to twenty-five percent (25%) of the total area of the portion of the Main Road actually traversed in accessing the Parcel via the Furthest Access Point for the Parcel, starting from West Side Road.
2. The amount assessed for a given Parcel shall be equal to the total annual fee times the fraction X/Y , where X is the Parcel Numerator for said Parcel, and Y is the sum of the Parcel Numerators for all Parcels.

EXHIBIT C

Method per Section 12(E)
for Proration of the Special Fee for Other Improvements

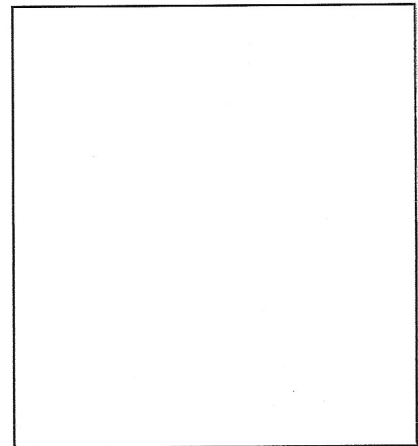
and

Method per Section 12(F)
for Proration of the Special Fee for Repair of Major, Abnormal
Damage

The amount assessed for each benefited Parcel shall be calculated as follows:

1. For each benefited Parcel, calculate a Parcel Numerator as follows: If the benefited Parcel is developed, then the Parcel Numerator shall be equal to the total area of the improvements actually traversed (12E) or repairs actually traversed (12F) in accessing the Parcel via the Furthest Access Point for the Parcel, starting from West Side Road. If the benefited Parcel is undeveloped, then the Parcel Numerator shall be equal to twenty-five percent (25%) of the area of the improvements actually traversed (12E) or repairs actually traversed (12F) in accessing the Parcel via the Furthest Access Point for the Parcel, starting from West Side Road.
2. The amount assessed for a given benefited Parcel shall be equal to the total projected cost of the improvements (12E) or repairs (12F) times the fraction X/Y , where X is the Parcel Numerator for said benefited Parcel, and Y is the sum of the Parcel Numerators for all benefited Parcels.

AFTER RECORDING MAIL A COPY TO:
Mount Dallas Association
P O Box 2481
Friday Harbor, WA 98250



RECORDING COVERSHEET

Name of Document:

“JOINDER IN ROAD MAINTENANCE AGREEMENT FOR MOUNT DALLAS ROAD”

Parties Affected:

_____ (“Grantor(s)”) _____

MOUNT DALLAS ASSOCIATION (“Grantee”)

Abbreviated Legal Description of Grantor's Parcel(s):

Portion of _____, Section _____, Township _____

Range _____ West of W.M.

(Full Legal Descriptions at **Exhibit A**, attached hereto at **page 4**)

Tax Parcel Number(s) of Grantors' Parcel(s): _____

Documents of Record Affected:

“ROAD MAINTENANCE AGREEMENT FOR MOUNT DALLAS ROAD”

San Juan County Auditor's File Number: **2016-0302026** _____

Exhibit D P1

JOINDER IN ROAD MAINTENANCE AGREEMENT FOR MOUNT DALLAS ROAD

WHEREAS, _____
("Grantor"), is/are legal owner(s) in fee simple of the parcel of record on San Juan Island, San Juan County, Washington described in Exhibit A, attached;

WHEREAS, MOUNT DALLAS ASSOCIATION, A Washington Nonprofit Association ("Grantee"), is organized exclusively for the purpose of maintaining Mount Dallas Road and its side roads;

WHEREAS, MOUNT DALLAS ASSOCIATION has recorded the "**Road Maintenance Agreement for Mount Dallas Road**" under San Juan County Auditor's File Number 2016-0302026 _____, which Agreement sets forth the terms by which the Association has agreed to administer the maintenance of Mount Dallas Road;

WHEREAS, Grantor's parcel described in Exhibit A benefits from legal access to the County Road along Mount Dallas Road;

WHEREAS, in consideration of the mutual benefits contained therein, the sufficiency of which is hereby acknowledged, Grantor wishes to join in the **Road Maintenance Agreement for Mount Dallas Road**, and to subject the parcel described in Exhibit A to its terms;

NOW THEREFORE, Grantor hereby declares that the parcel described in Exhibit A shall, from this date forward and forever, be held, sold, and conveyed subject to the covenants and conditions which are set forth in full in the "**Road Maintenance Agreement for Mount Dallas Road**" under San Juan County Auditor's File Number 2016-0302026 _____.

This covenant is deemed to enhance and protect the value and desirability of the parcel described in Exhibit A, and shall run with the land and be binding upon and inure to the benefit of all parties having any right, title or interest in such parcel, and such parties' heirs, successors and assigns.

By: _____
(Signature) (Date)

By: _____
(Signature) (Date)

(Print Name)

(Print Name)

EXHIBIT D P 2

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared

_____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as his/her 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 first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____