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We purchased our Mill Bay RV membership on August 4, 2000 with the understanding that we would be able to enjoy the park until the lease was up in 2034. At that time the resort was managed by Bill Evans and Wapato Point Heritage. They handled our membership transfer and at no time did Bill Evans, Wapato Heritage, or their representatives, advise us that it was their intent to close the RV park and evict our members, that is, until we received a “park closed” letter in October of 2000. I include several letters concerning the initial ejection and negotiated agreements.

As a result, the members pursued legal action which resulted in eventual mediation. I Doug Gibbs, a Board Member was physically there during those negotiations, as well as Wapato Heritage, LLC, BIA, Colville Tribe and representatives of the Alotees plus all the attorneys. During that meeting we reached a mutually-agreeable resolution that included shifting some of the expanded camp sites closer to the transient camping area so Wapato Point Heritage could develop part of the property with high-end homes. Management of the resort was turned over to the members with the understanding we would pay a yearly lease fee to Wapato Heritage and the Alotees. Judge Bridges sealed the agreement November 23, 2004.

This agreement is made pursuant to the authority vested in the Mill Bay Members Association by virtue of the Court Order, approving a class action settlement in Chelan County Superior Court – Case #04-2-00441-6 dated November 23, 2004. The Mill Bay Members Association makes no representation or warrantee other than those contained within that Court Order. The Mill Bay Members Association has a lease on the property that lasts until 2034.

We have acted in good faith per the original agreement. We have paid our dues every year, knowing that a portion goes to the annual lease payments as well as general upkeep of the resort. We have also contributed many volunteer hours maintaining the resort. As a result of our member’s efforts the resort looks much better than it did when we original purchased our membership.

We have honored our part of the mediation agreement. But by no fault of our own, we are now faced with being evicted once again. Our Mill Bay RV Resort members are the ones who have put their money and sweat equity into the on-going maintenance and improvement of this park.

The recent decision by the court to evict us is bewildering at best. This outcome gives us great cause for concern on many levels. First, it seems like the final decision was predetermined before this most recent hearing, and judgment was made without a full grasp and understanding of the facts, which are complicated. This is a landmark case,

with major ramifications not only affecting Mill Bay RV Resort but other properties in similar circumstances.

It is also troubling that (BIA and Colville Tribe) who participated in the original mediation meeting chose not to honor the intent of the mediation agreement. They were all very aware of the issues and the term of the lease.

It is clear our membership is not at fault, yet we are dealing with the negative consequences. The leaseor's were all too willing to accept our lease agreement and payments to which we contribute, yet while at the same time pursue legal action to evict us from the property. All our members have contributed to these payments every year, with the understanding we would be able to enjoy the resort until the end of the lease period in 2034.

The recent decision rendered by the court also affects us personally and financially. We have made life decisions based upon our membership at Mill Bay RV Resort. We are now retired, and it was our plan to spend much of our retirement time here. Losing Mill Bay leaves us with no other feasible alternatives as there are no comparables and we simply cannot afford to purchase our own property or memberships at other resorts, especially now that we have retired. We have a "Family" membership, so our children and grandchildren are impacted as they can no longer enjoy it as planned. We have all purchased recreational vehicles specifically for use at Mill Bay. We are now faced with selling our RV unit at a significant loss. Without Mill Bay we have no use for it.

If we lose our rights to occupy and use the property, we lose a part of our lives that we cannot replace. This is where we gather as family. This is where we gather as friends who have become our "Mill Bay Family." We have been good stewards of this property and have abided by the original mediation agreement. This loss is immeasurable for us.

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

DATED this 24th day of July, 2020

By: _____
Print/Type Name: Douglas R Gibbs
Place of Signing: Renton, WA