

Exhibit 2d

S.J.C. DEPARTMENT OF

MAY 31 2018

COMMUNITY DEVELOPMENT

JOINT USE AGREEMENT

THIS DECLARATION made and entered into this 6th day of March 2018 by and between David N. Dickhaus ET AL ("Dickhaus"), Warren R. and Nancy J. Appleton (Appleton"), DJ Roy & Jennifer I Robinson ("Robinson"), and Leonie Bradley Griswold TTEE ("Griswold"), owners of neighboring properties on San Juan Island in the Westcott Bay area, for the purpose of establishing the rights and responsibilities of a joint use of a dock and stairs accessed via the Dickhaus and Appleton properties and from the commonly owned beach. The term "Party or Parties" refers to the signatories and successors of this agreement. For purposes of establishing the rights and responsibilities of each concerning the joint use of a dock and beach access stairs located near the common property line shared by Appleton of the WESTCOTT SHORES LOT 1 SHORT PLAT - LT 1B TGW INT IN COMM TDS & 41010 Sec 23, T 36N, R 4W [Tax Parcel Number 462341009000], and Dickhaus LOT 2A - ALTERATION TO SHORT PLATS OF WESTCOTT SHORES 2 & WESTCOTT SHORES 3 TGW UND INT IN COMMON AREA 2 Sec 23, T 36N, R 4W [Tax Parcel Number 462341003000].

22. RECITALS

WHEREAS, Griswold is the owner of real property described as Tax Parcel Number 462341001000, San Juan County, Washington, legally described as WESCOTT SHORES LOT 1 SHORT PLAT - LOT 1A TGW INT IN COM TDS & 41010 Sec 23, T 36N, R 4W (hereinafter referred to as **Parcel A**); and

WHEREAS, Appleton is the owner of real property described as Tax Parcel number 462341009000, San Juan County, Washington, legally described as WESTCOTT SHORES LOT 1 SHORT PLAT - LT 1B TGW INT IN COMM TDS & 41010 Sec 23, T 36N, R 4W (hereinafter referred to as **Parcel B**); and

WHEREAS, Dickhaus is the owner of real property described as Tax Parcel number 462341003000, San Juan County, Washington, legally described as LOT 2A - ALTERATION TO SHORT PLATS OF WESTCOTT SHORES 2 & WESTCOTT SHORES 3 TGW UND INT IN COMMON AREA 2 Sec 23, T 36N, R 4W (hereinafter referred to as **Parcel C**); and

WHEREAS, Robinson is the owner of real property described as Tax Parcel number 462341007000, San Juan County, Washington, legally described as LT 1 - ALTERATION TO SHORT PLATS OF WESTCOTT SHORES 2 & WESTCOTT SHORES 3 TGW UND INT IN COMMON AREAS 1, 2 & 3 Sec 23, T 36N, R 4W (hereinafter referred to as **Parcel D**); and

WHEREAS, Robinson is the owner of real property described as Tax Parcel number 462341011000, San Juan County, Washington, legally described as LOT 3B - ALTERATION TO SHORT PLATS OF WESTCOTT SHORES 2 & WESTCOTT SHORES 3 TGW UND INT IN COMMON AREAS 1 & 3 Sec 23, T 36N, R 4W (hereinafter referred to as **Parcel E**).

The Parties are planning to construct a dock (which includes the dock portion affixed to land and the float portion) for joint use by the Parties.

The Parties hereto wish to establish certain rights and responsibilities regarding the use, maintenance and operation of said dock.

THEREFORE, in consideration of the mutual benefits to be derived therefrom, the Parties agree as follows:

1. **Sole Dock for Parcels A, B, C, D, and E.** The Parties agree that the dock which is the subject of this agreement shall be the only dock system permitted to serve **Parcels A, B, C, D, and E**, and no additional overwater structures shall be constructed on the parcels, except for the maintenance or modification of the joint use structure. The terms and conditions of this Agreement shall be construed to be for the benefit of the Parties, and the same shall run with Parcel A, B, C, D, and E and shall enure to the benefit of the owners of such parcels, and their successors in interest in and to such parcels. This Agreement is binding upon the Parties and their respective heirs, successors and assigns.
2. **Proportionate Share of Ownership.** The owners of Parcels B (Appleton), C (Dickhaus), and D (Robinson) are causing to be constructed, at their sole expense, a dock for joint use by the owners of Parcels A (Griswold), B (Appleton), C (Dickhaus), D (Robinson), and E (Robinson) their heirs, successors or assigns.
3. **Management.** Routine management of the dock, such as coordinating maintenance, repairs, governmental compliance and taxes, collecting insurance information, and creation and implementation of dock usage rules, will be assigned to Dickhaus, who will act as Manager and shall have the authority to sign all required permits for the joint use dock on behalf of the parties. These management duties may be reassigned at any time by agreement of the parties.
4. **Use of the pier, ramp, and floats.** The dock may be used jointly by the Parties and the members of their respective families who reside with them, in accordance with the following conditions:
 - 4.1 The owners of Parcels B, C, and D, their heirs, successors or assigns, shall have unlimited exclusive use of the floats as noted in **Exhibit "A"**, including all rights of ownership of the joint use dock facility, permanent year-around, 24 hours per day, moorage and use of the dock facility for loading and unloading of one or more boats, including use of the southeast side of the outer float comprising approximately 55 lineal feet for guests and temporary moorage until such time that the owners of Parcels A & E exercise their option rights as noted in sections 4.3 and 4.4.
 - 4.2 The owners of Parcels A and E, their heirs, successors or assigns shall have the right to use the southeast side of the outer float of said dock facility comprising approximately 55 lineal feet as depicted on **Exhibit "A"** for "option, shared" users for: (a) temporary moorage for a maximum of two (2) hours during any one 24 hour period; (b) loading and unloading of one boat; and (c) launching and recovering the parties' canoes and kayaks.

- 4.3 In addition, the owners of Parcels A and E, their heirs, successors or assigns shall have the option to purchase an undivided ownership interest in the joint use dock comprising a minimum of 20' and maximum of 30' per option user as depicted on **Exhibit "A"** for "option, shared" users. The option shall be exercisable at any time. If the owners of Parcels A and E exercise said option they shall be entitled to do so for a prorated purchase price equal to the sum of the following: (1) all the costs incurred by the owners of Parcels B, C, and D as indicated on **Exhibit "B"** to obtain all permits and prepare the site required for construction of said dock, and (2) all costs to construct said dock and related facilities, and adjusted to compensate the owners of Parcels B, C, and D for the effects of inflation from the date of this Agreement to and including the date of exercise of said option, by the consumer price index for all urban consumers published by the U.S. Department of Labor for the Seattle-Everett Metropolitan Area.
- 4.4 Unless or until such time as the owners of Parcels A and E shall exercise their respective option to purchase an undivided percentage interest in said dock facility as provided hereinabove, the owners of Parcels A and E shall be entitled, at their option, to moorage, during periods when the floats are in place, on the outer 55 lineal feet of the southeast side of the float of said dock facility as indicated on **Exhibit "A"** for "option, shared" users for a monthly moorage fee with a minimum term of twelve (12) months renewable on an annual basis, due and payable in advance on the first (1st) day of each month of such use, in an amount equal to the commercial moorage fee then charged by Roche Harbor Marina of said dock for each boat of the same length as the owners of Parcels A and E boat(s) to be moored at said dock facility.
- 4.5 If the owners of Parcels A and E shall exercise said option to purchase their respective undivided percentage interest in said dock facility, all parties shall thence each be entitled to share in reasonable manner as herein provided in the moorage space provided on the pier and float as indicated in **Exhibit "A"**.
- 4.6 If the owners of parcels A and E shall exercise said option to purchase their respective undivided percent interest in said dock facility, from the date of exercise of said option, all parties shall share equal responsibility for payment of the costs to operate said dock facility.
- 4.7 If the owners of Parcels A and E shall exercise their said respective option to purchase an undivided percent interest in said dock facility, all appropriate expenses incurred in maintaining, repairing or replacing the dock shall thence be shared equally by all parties. These costs shall include, but not be limited to the following:
- 4.7.1 All real property taxes on tax parcel numbers 462341009000 and 462341003000 attributable to the pier and float unless the real property taxes equally distributed to all Parties.
 - 4.7.2 All maintenance or repair costs;
 - 4.7.3 Premiums for liability insurance;

- 4.7.4 Premiums for property insurance at replacement value;
- 4.7.5 Utilities costs; and
- 4.7.6 Removal, and off season storage costs of the float

4.8 No Party may use the dock or float in a manner that precludes the authorized use of the other Party. The Parties may use the float area assigned to the other user provided they have communicated with the affected user and obtained specific prior approval from the affected user;

5. **Access to Dock.** Access to the dock by the Parties shall be by along the commonly owned beach and along a pedestrian access easement from Wildwood Ln. south along the Parcel B and C common property line as shown and described in **Exhibit "C"**. No mechanized transportation over the easement will be allowed without specific permission from the owners of Parcels B and C. The Parties agree to use their best efforts to minimize any interference or impact on Parcels B and C while accessing the dock.

5.1 The Parties shall agree to hold the owners of Parcels B and C harmless for any injury that may occur to any person, family, guests, lessees, or friend while using the access to the dock.

6. **Operating Costs and Expenses.** Operating costs and expenses for the dock such as power and water utilities, repairs and maintenance, taxes and insurance, and other expenses relating to the dock shall be paid by the Manager and reimbursed as designated in paragraph 4. The Manager will keep accurate accounting records of the ongoing operating costs and make the accounting records available upon request of any Party.

7. **Indemnity.** The Parties acknowledge that a dock can be a dangerous place and each Party hereby agrees that it shall use the dock entirely at its own risk. The Parties hereby indemnify and hold each other harmless from any loss, damage, injury, cause of action or claim resulting from any and all acts or omission of a Party, their agents, guests, or other person using the dock or float at the invitation of the Party. Joint users shall keep the dock in good order and repair. Any damage occasioned by the users' acts or omissions shall be repaired at the sole expense of the party causing the damage to the extent that said repair is not subject to reimbursement by insurance.

8. **Damages to Dock.** If the dock is damaged by the Parties, or by any person using the dock at the invitation of the respective Party, the Manager shall promptly arrange to cause the repair of the dock to the standard of the dock prior to the damage and the Party responsible for the damage will be invoiced for any costs with request for payment within 30 days. In the event the Party responsible for the cause of damage does not pay for such repair costs when due and payable, use of the dock and float by the responsible Party may be temporarily suspended until such costs are paid pursuant to paragraph 17 of this Agreement.

9. **Nuisance.** The Parties will not engage in, or allow to be engaged in, any activity at or about the easement, dock or float in contravention of law or that reasonably may be deemed a nuisance. Nuisance shall include, but is not limited to, any loud or boisterous activity that would disturb the natural peace and tranquility of the area.
10. **No Overnight Accommodations.** Boats moored at the dock shall not be used for overnight accommodations, other than for occasional use by the Parties and their guests. Except as otherwise provided for herein, no transient or overnight moorage shall be permissible at the dock.
11. **Parties Responsible for their own Boats.** Except as otherwise provided herein, the Parties shall be solely responsible for their boats moored at the float and shall bear no responsibility or liability for loss or damage of boats they do not own. Boats will be kept in neat, clean and seaworthy condition at all times and each Party shall be responsible for the relocation of their boat when weather or tidal conditions so require.
12. **Noise.** Best efforts shall be made to keep the dock quiet after 9:00 PM and before 9:00 AM ("After Hours") to minimize the impact of noise, lights, etc. on the shore properties. It is understood that the Parties can use the dock After Hours; however, the Parties shall be particularly careful to minimize noise, lights or any disruption during After Hours usage.
13. **Dock Cleanliness and Appearance.** The dock shall be kept clear except for no more than one communal container for storage of maintenance and safety equipment. The dock shall be kept clean, orderly and free from all hazards and flammable substances. The Parties shall agree on rules for good and safe usage of the dock consistent with this Agreement. Any disputes shall be resolved as stated in section 20 of this agreement.
14. **Recreational Use Only.** The use of the dock is for recreational purposes only. No commercial use shall be made of the dock, nor shall any commercial maintenance be performed on any vessel at the dock excepting emergency repairs.
15. **Exclusive Use and Benefit to the Parties to this Agreement.** The dock is for the exclusive and sole use and benefit of the Parties. Notwithstanding any other term in this declaration, no Party shall grant rights of any kind whatsoever concerning the use and benefit of the dock to any third party without the prior written consent of the Parties, however, the Parties may permit guests, invitees and contractors to use their portion of the float when visiting and no consent shall be required.
16. **Expansion.** All Parties who have an ownership interest in the dock must approve any proposed changes to the dock and all required federal, state, and local permits must be obtained prior to beginning construction. The costs of any future expansion or enhancement of the dock will be allocated according to each Party's pro-rata share of ownership, unless a proposed expansion is

requested by a single Party for that Party's exclusive use, then only that Party shall bare the responsibility of the cost.

17. **Temporary Suspension.** Use of the Dock may be temporarily suspended at any time for failure of either Party to comply with any of the terms and conditions of this Agreement, including failure to pay operating costs and expenses. Such revocation shall continue for the period of time of noncompliance. If the revocation was for failure to pay operating costs and expenses, the revocation period will continue until all unpaid expenses that occurred during the non-compliance period are paid in full.
18. **Terms and Conditions of Agreement are Enforceable.** The terms and conditions of joint use as set forth herein are expressly conditioned upon compliance by each joint user with all requirements set forth herein. Any Party with an ownership interest in the dock is empowered to enforce the terms, conditions and requirements of this agreement. Failure to abide by the terms, conditions and requirements may result in loss of dock use privilege.
19. **Dispute Resolution.** In the event of a dispute, the Parties shall first seek resolution through arbitration in accordance with the provisions in RCW Chapter 7.04.010. If legal action, arbitration, or mediation is necessary to enforce or determine any term or condition of this Agreement, the prevailing party shall be entitled to all costs associated with its action, including reasonable attorneys' fees.
20. **Entire Agreement.** This is the entire agreement between the Parties. There are no other understandings, verbal or written concerning the subject matter of this declaration. This agreement may be amended only by written agreement signed by the Parties.
21. **Notices.** All Notices which any Party desires to give hereunder shall be in writing and will be sufficiently given if delivered by personal delivery, by nationally recognized overnight courier service or by certified mail, postage prepaid, addressed to the Party to whom directed at the applicable address set forth below (unless changed by similar notice in writing given by the particular Party whose address is to be changed).

David N Dickhaus
11401 Discovery Heights Circle
Anchorage, Ak.. 99515-2721

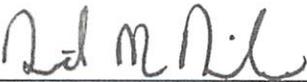
Warren R & Nancy J Appleton
PO Box 1532
Mercer Island, Wa. 98040-1532

DJ Roy & Jennifer I Robinson
57 Wildwood Lane
Friday Harbor, Wa. 98250-8169

Leonie Bradley Griswold TTEE
977 White Point Road
Friday Harbor, Wa. 98250-9184

22. **Washington Law.** This Agreement shall be governed by the laws of the State of Washington.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals as follows:



David N Dickhaus



Leonie Bradley Griswold TTEE



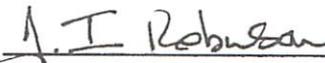
Nancy J Appleton



Warren R Appleton



DJ Roy Robinson



Jennifer I Robinson

State of Alaska

Judicial District or County of Anchorage

or Municipality of Anchorage

On this 6th day of March in the year 2018, before me, the undersigned notary public, personally appeared **David N Dickhaus** known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Brooke Skjold

Signature of Person Taking

Acknowledgment

Title or Rank, if any

My Commission Expires: 8-9-19



STATE OF WASHINGTON :
: ss
COUNTY OF _____:

I certify that I know or have satisfactory evidence that **Nancy J Appleton** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2018

Notary Public Signature

Print Name
Notary public in and for the state of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON :
: SS
COUNTY OF _____:

I certify that I know or have satisfactory evidence that **Warren R Appleton** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2018

Notary Public Signature

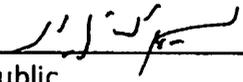
Print Name
Notary public in and for the state of
Washington, residing at _____
My appointment expires: _____

*Reviewed OK 3/3/15
Gen. App. @
Jimmie
WHL*

State of Arizona

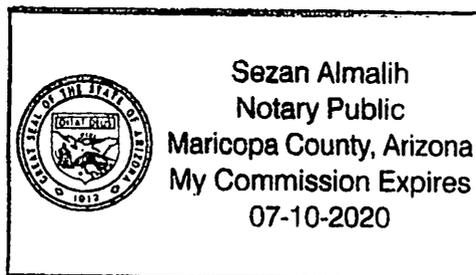
County of Maricopa

On this 28th day of February, 2018, before me personally appeared **DJ Roy Robinson**, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.


Notary Public

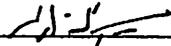
Sezan Almalih
Print name

07-10-2020
My commission expires



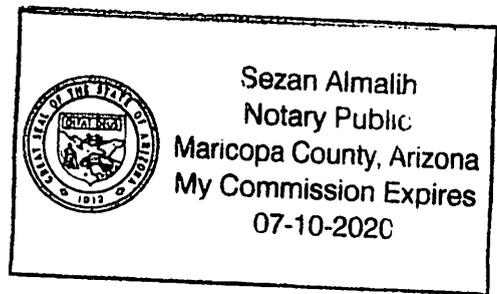
State of Arizona
County of Maricopa

On this 29th day of February, 2018, before me personally appeared **Jennifer I Robinson**, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.


Notary Public Signature

Sezan Almalih
Print name

07-10-2020
My commission expires



STATE OF WASHINGTON :
: ss
COUNTY OF _____:

I certify that I know or have satisfactory evidence that **Leonie Bradley Griswold** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2018

Notary Public Signature

Print Name

Notary public in and for the state of
Washington, residing at:

My appointment expires:

Reviewed 3/2/18
Leonie Bradley

State of Hawaii
County of _____

On this _____ day of _____, 2018, before me personally appeared **Leonie Bradley Griswold**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Signature of Notary Public

Print Name

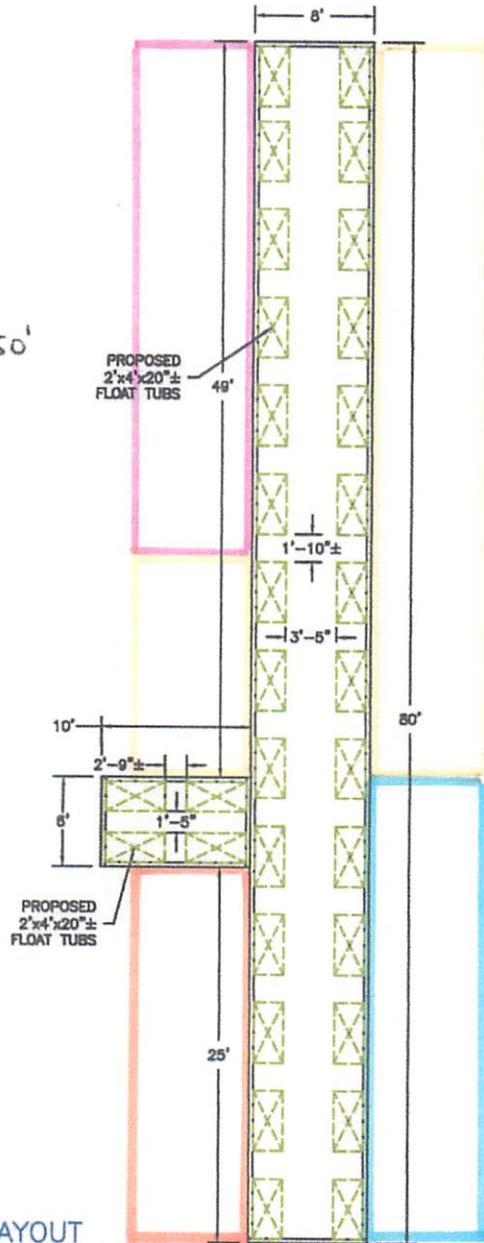
My commission expires:

Reviewed 3/3/18
Leonie Bradley Griswold

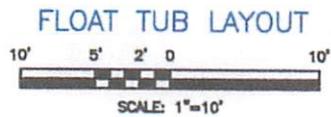
EXHIBIT A
DISTRIBUTION OF MOORAGE

PROJECT DESIGNED BY:
Waterfront Construction Inc.
THIS DOCUMENT IS PROPRIETARY PROPERTY OF WATERFRONT CONSTRUCTION INC., AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATERFRONT CONSTRUCTION INC.

Appleton 25'
Dickhaus 30'
Robinson 34'
Option Users 15', 50'



S.J.C. DEPARTMENT OF
MAY 31 2018
COMMUNITY DEVELOPMENT



OVERALL GRATING = 640± S/F
TOTAL FUNCTIONAL GRATING = 384± S/F

REFERENCE #:		
APPLICANT: WESTCOTT SHORES COMMUNITY c/o DAVID DICKHAUS		
PROPOSED: INSTALL JOINT-USE PIER, RAMP & FLOAT		
SHEET: 9	OF: 10	NEAR/AT: FRIDAY HARBOR
DATE: 4-6-18	DWG#: 17-37057-AG-1	

**EXHIBIT B
COST SHARING**

Each Party desiring an undivided ownership interest in the joint use dock shall pay an equal percentage of the cost for the Ramp, Pier, Stairs, Upland work, utilities and permit costs (all costs other than the floats). This cost is estimated at \$225,000. The owners of parcels B (Appleton), C (Dickhaus) and D (Robinson) shall initially split the cost (estimated at \$75,000.00 each). If any of the "option" parties exercise their option, they shall pay a prorated amount determined by the actual cost spread over the number of ownership interests (i.e. \$56,250.00 for four owners). This proceed (\$56,250.00) shall be distributed equally to the existing owners of the dock.

Each Party desiring an undivided ownership interest in the joint use dock shall pay an equal amount per lineal foot for float space. The estimated cost for the float space is \$120,000 per 154 lf = \$779.22 per lineal foot. The owners of parcels B (Appleton), C (Dickhaus) and D (Robinson) shall initially split the cost as noted below:

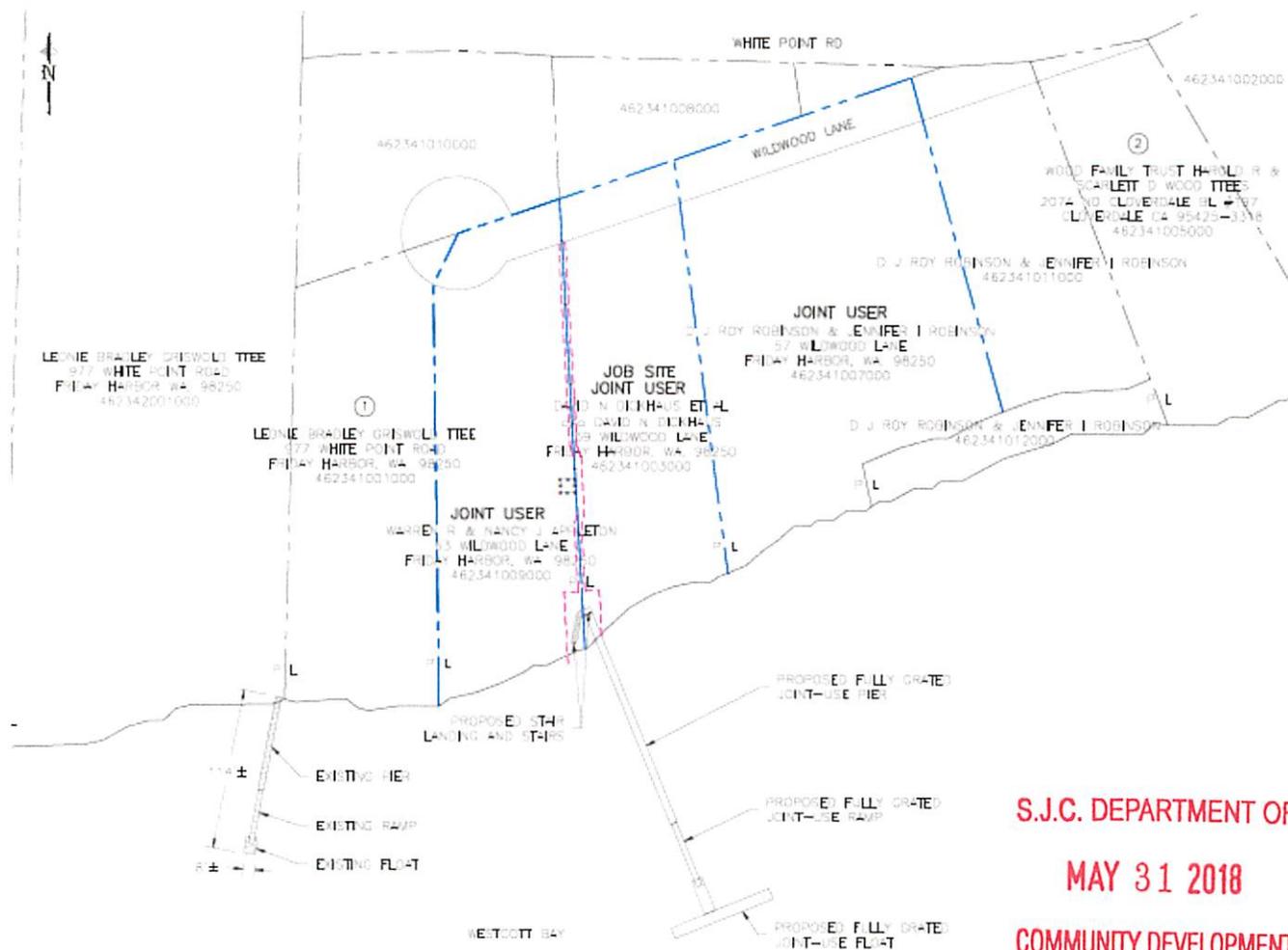
Robinson, 34 lf.	\$26,493.51
Dickhaus, 30 lf.	\$23,376.60
Appleton, 25 lf.	\$19,480.50
Shared/Option 65 lf.	<u>\$50,649.30</u>
Total	\$120,000

Shared/Option users desiring an undivided ownership interest in the joint use dock shall have the option to purchase a minimum of 15 lineal feet and a maximum of 30 lineal feet of the 65 lineal feet available at an estimated cost of \$120,000 per 154 lf = \$779.22 per lineal foot.

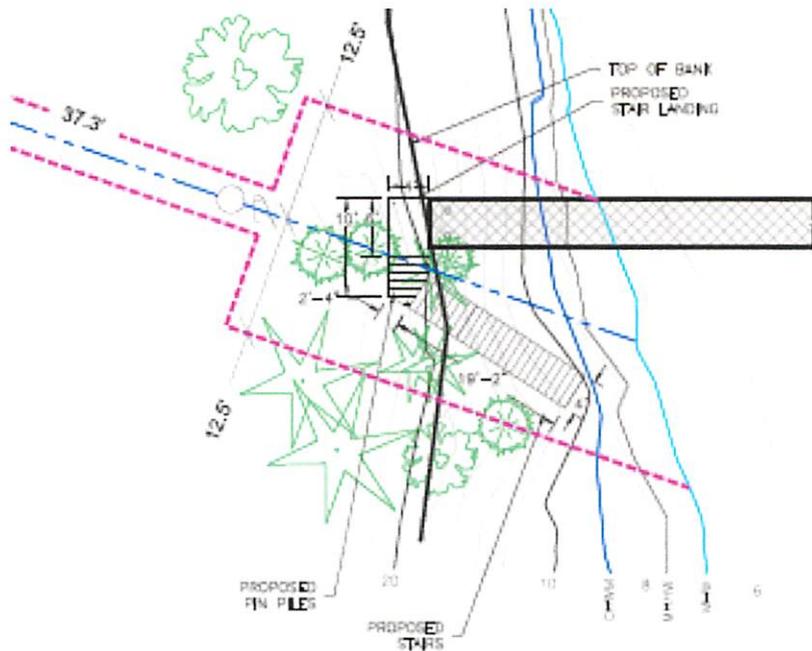
**S.J.C. DEPARTMENT OF
MAY 31 2018
COMMUNITY DEVELOPMENT**

EXHIBIT C ACCESS TO DOCK AND BEACH

Access to the dock will be provided via the stairs from the commonly owned beach, and along a five-foot wide easement extending from Wildwood Ln. south to the head of the pier for the joint use dock. The easement will increase in width to twenty-five feet from the head of the dock southward to the mean higher high water (MHHW) as shown on the below drawings to encompass the stairs to the commonly owned beach and the north end of the pier.



**S.J.C. DEPARTMENT OF
MAY 31 2018
COMMUNITY DEVELOPMENT**



PROPOSED STAIR DETAIL
SCALE: 1/16" = 1'

S.J.C. DEPARTMENT OF
MAY 31 2018
COMMUNITY DEVELOPMENT