

Colin Maycock

From: Robert Wood <rs.wood@sbcglobal.net>
Sent: Sunday, January 13, 2019 1:41 PM
To: Colin Maycock
Cc: Robert Wood; Scarlett Wood; C. Dale Wood; Sarah Wood
Subject: Permit PSJ000-18-0003 Joint Use Boating Facility
Attachments: SJ Joint Use Dock.jpeg; SJ Joint Use Dock2.jpeg

Colin, Find attached our two page response/comments on the above subject matter relative to the hearing scheduled for Jan 23, 2019.

R & Scarlett D Wood
Trustees
Wood Family Trust

H Robert Wood, Trustee
Wood Family Trust
207A N Cloverdale Blvd #197
Cloverdale, CA 95425-3318
Westcott Shores, Lot 4
TPN #462341005000

Colin Maycock, AICP
Planner IV
San Juan County
Department of Community Development
P. O. Box 947
Friday Harbor, WA 98250

January 13, 2019

Subject: Permit PSJ000-18-0003
Joint Use Boating Facility

Dear Mr. Maycock,

Thank you for providing us with the pertinent documents online relating to this project. We (Robert & Scarlett, Trustees, Wood Family Trust) have reviewed a selection of these documents including the Joint Use Agreement (JUA), your Hearing Examiner Staff Report, Letters from David Dickhaus and the Mitigated Determination of Nonsignificance (MDN).

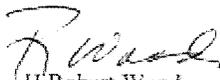
We glean from a compilation of the above documents that we and our successors would only secure rights to future participation and enjoyment of benefits from use of this dock after construction by signing the JUA. However, whether we sign it or not it appears to us that we would nevertheless subject ourselves to potential liability for incidents of tortious conduct by third parties related to use of the dock whether intentional or not. Mr. Dickhaus in his letter to us dated November 19, 2017 states failure to become a signatory to the JUA would NOT result in any "financial obligation or liability on [our] part." It may be that no contractual liability may be incurred but most jurisdictions prohibit exculpatory language absolving liability for tort behavior as a matter of public policy. We need to include a hold harmless clause in the JUA to the benefit of lot #4 as is afforded parcels B (Appleton) and C (Dickhaus) (JUA p.4 No. 5. Access to Dock).

Although we have declined to sign the JUA our lot #4 remains legally integral and one with the other owners of the Westcott Bay Short Plat by deed provisions regarding common use/access to "a dock structure" if one is constructed. Under "DEDICATION" with reference to the "SHORT PLAT OF WESTCOTT SHORES" our deed and presumably all the other plat owner deeds states that "If a dock structure of any kind is built within this community tidelands area there shall be only one (1) and it shall be for the common use of all four (4) lots". This mandate contravenes the statement in the MDN p.3 #11. that participation and use by lot 4 owner(s) is contingent upon owner(s) executing the JUA. We conclude that the deed provision takes precedent: access and use by all plat owner(s) including lot 4 to a constructed dock obviates the requirement that the JUA be executed as a condition precedent. Our rights are secured by the deed, not the

JUA. We point out, too, that your Hearing Examiner Staff Report lists the Wood Family Trust lot 4 as " Joint Use Owners (Exhibit 2h)" with "access to the dock [to] be shared" with other plat owners without mention of the JUA. See also Exhibit 7b email from Jeffery Otis dated 12/30/18 for further reference to this issue.

Colin, we believe, presumably, you will appropriately disseminate this information/analysis to all interested parties with your facilities at hand considering the time requirements and your possession of identifications/addresses of the parties.

Regards,



H Robert Wood
Trustees
Wood Family Trust
Lot 4
Westcott Bay Short Plat



Scarlett D Wood