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<p>Document Title(s) (for transactions contained therein):</p> <ol style="list-style-type: none"> 1. Joint Use & Maintenance Agreement 2. 3. 4.
<p>Reference Number(s) of Documents assigned or released: (on page ____ of document(s))</p>
<p>Grantor(s)</p> <ol style="list-style-type: none"> 1. James W. Fox & Rebecca J. Fox 2. James D. Martin 3. Thomas Cleland 4.
<p>Additional Names on page _____ of document.</p>
<p>Grantee(s)</p> <ol style="list-style-type: none"> 1. James W. Fox & Rebecca J. Fox 2. James D. Martin 3. Thomas Cleland 4.
<p>Additional Names on page _____ of document.</p>
<p>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</p> <p>Lots 1, 2, 3 of Short Plat No PL 04-0849 under AF No. 200805190147; Lots 1,2,3 of Short Plat No. PL 05-0893 under AF No. 200801280010; a Ptn Gov Lots 4 & 5 in Sec 9, T 34 N, R 2 E, W.M.</p>
<p>Additional legal is on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number 340209-0-029-0006, P20207, 340209-0-029-0200, P127580, 340209-0-006-0003, P20184, 340209-0-029-0100, P120706, 340209-0-006-0100, P127104, 340209-0-006-0200, P127105,</p>
<p>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

JOINT USE AND MAINTENANCE AGREEMENT

THIS JOINT USE AND MAINTENANCE AGREEMENT (this "*Agreement*") is entered into by the James and Rebecca Fox Family Trust by and through its co-trustees, James W. Fox and Rebecca J. Fox (collectively, "*Fox*"), James D. Martin ("*Martin*"), and Morgan Turner Properties L.P. ("*Morgan-Turner*") Fox, Martin and Morgan-Turner are sometimes referred to in this Agreement individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. The Parties own properties on Oyster Shell Lane in Anacortes, Skagit County, Washington. The properties owned by Martin are Lots 1, 2 and 3 of Short Plat No. PL04-0849 (the "*Martin Property*"). The Fox Property is Lot 3 Short Plat No. PL05-0893 (the "*Fox Property*"). Lots 1 and 2 of Short Plat No. PL05-0893 are owned by Morgan-Turner. Collectively, the Martin, Fox and Morgan-Turner properties are referred to herein as the "*Oyster Shell Lane Properties*".

B. The Oyster Shell Lane Properties are served by a shared access road with a security gate (between Oyster Shell Lane and Satterlee Road) as set forth on a Boundary Line Adjustment originally recorded at the request of Morgan-Turner under Skagit County Auditor's File No. 200307010035 (the "*Gate*"). The Martin Property benefits from access to Oyster Shell Lane pursuant to an Access Easement Agreement as recorded under Skagit County Auditors File No. 200710001011.

C. The Gate is programmable, such that the Parties may open it with individual access codes and by using remote control devices, however, the number of allowable access codes and/or remote control devices is not certain at this time.

D. Martin is in the process of selling Lot 1 of Short Plat No. PL04-0849, upon which he built a home and in connection with which he became the point of contact (the "*Gatekeeper*") for Gateway Controls, the company that built and services the Gate. Martin, as the owner of Lot 1 also is the person who pays the electric bill to Puget Sound Electric for powering the Gate, as well as the charges for the telephone line to the Gate.

E. The Parties wish to formalize the relationship of Gatekeeper and memorialize their agreement for use of access codes and remote control devices for the Gate.

AGREEMENTS

The Parties agree as follows:

1. CONTROL OF GATE; GATEKEEPER DUTIES

Upon the sale of Lot 1 of Short Plat No. PL04-0849, such sale shall automatically transfer the role of Gatekeeper for the Gate to Martin's transferee. Martin shall in connection with the sale also transfer to his grantee the Puget Sound Electric contract/account for power, as well as the telephone access contract/ account to the Gate. In addition, at closing of the sale of Lot 1 of Short Plat No. PL04-0849 Martin shall advise Gateway Controls that his grantee has acquired the Martin Property

and will henceforth assume Gatekeeper duties, including any “master” codes or programming rights, if any. The Parties will cooperate to execute any documents or provide any other information or assurances reasonably required by Gateway Controls in order to appoint Martin’s grantee as the Gatekeeper. Only the Gatekeeper shall be authorized to change or direct Gateway Controls to change, the programming for the Gate.

2. APPORTIONMENT OF REMOTE DEVICES AND ACCESS CODES

The Parties, on behalf of themselves and their successors and assigns, acknowledge and agree that there are a limited number of codes/boxes for accessing the Gate, and that these shall be ratably apportioned among the owners of the six (6) lots with access to the Gate. By way of example, if there are only twenty (20) available codes for accessing the Gate the owner of each Lot shall be entitled to three (3) codes to access the Gate. By way of further example if only 30 remotes can access the Gate, the owner of each Lot shall be entitled to use five (5) remotes.

3. AUTHORITY OF GATEKEEPER; SHARED EXPENSES

a. Authority. The Parties, on behalf of themselves and their successors and assigns, acknowledge and agree that the Gatekeeper shall be the point of contact for Gateway Controls and has the authority to bind all of the Parties with regard to routine and extraordinary costs charged by third parties with regard to the operation, maintenance and repair of the gate, according to the procedures set forth herein.

b. Routine Costs. The Parties, on behalf of themselves and their successors and assigns, acknowledge and agree that the costs and expenses arising from operation and maintenance of the Gate shall be ratably apportioned between them, including but not necessarily limited to bills from Puget Sound Electric and the costs of routine maintenance performed by Gateway Controls or other third-party contractor, if necessary. The Gatekeeper shall be the initial recipient of Gate-related invoices and shall inform the other Parties promptly of their share of the costs incurred. The Parties shall reimburse the Gatekeeper for their respective shares of such expenses within five (5) days of their receipt of such communication from the Gatekeeper.

c. Extraordinary Costs. If any maintenance or repair work shall become necessary, the Gatekeeper shall obtain an estimate for such work from Gateway Controls and/or from such other third-party contractor as the Gatekeeper shall reasonably choose. The Gatekeeper shall then forward copies of the resulting estimate(s) to the other Parties, who shall promptly (within five (5) days) notify the Gatekeeper whether they agree to the repair and its cost. Thereafter the Gatekeeper shall proceed as all Parties unanimously direct. If the Parties are not unanimous in their opinion, but the written estimate is less than one thousand dollars (\$1,000) the Gatekeeper shall decide whether to go forward and shall have authority to bind the Parties with regard to such repair. In the event the estimate is more than one thousand dollars (\$1,000) (an “*Extraordinary Repair*”) the Gatekeeper shall not authorize the Extraordinary Repair without the unanimous agreement of the Parties. Should any Party, including but not limited to the Gatekeeper, believe an Extraordinary Repair must be undertaken without delay, such Party may demand that the matter be arbitrated pursuant to paragraph 6 below. If the Gate is or becomes inoperable without an Extraordinary Repair that the Parties do not unanimously wish to undertake and no Party demands arbitration within twenty (20) days of the date of the related estimate, or if arbitration is undertaken and does

not result in an order to go forward with the Extraordinary Repair, then the Gatekeeper shall move the Gate to a permanently open position and each Party shall be responsible for a ratable share of any expense incurred by the Gatekeeper in order to do so.

4. TERM AND APPOINTMENT OF GATEKEEPER

Pursuant to paragraph 1, above, the owner of Lot 1 of Short Plat No. PL04-0849 shall be the initial Gatekeeper and shall continue as such until such time, if any, as he (1) transfers Lot 1 to another person, in which case his transferee shall become the Gatekeeper; or until he (2) moves the Gate to a permanently open position pursuant to paragraph 3(c), above.

5. SEVERABILITY

The provisions of this Agreement are severable, and, if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

6. DISPUTE RESOLUTION/ATTORNEY FEES

The Parties shall attempt to resolve by negotiation and compromise any disputes as to the validity or enforcement of any term or provision of this Agreement. Failing such compromise, any dispute shall be settled by binding arbitration. Venue of any such proceeding shall be in Anacortes, Skagit County, Washington. There shall be one arbitrator agreed upon by the parties involved in the dispute, or if the parties involved in the dispute cannot agree on that arbitrator within five (5) days of the initial arbitration demand, the presiding judge of the Skagit County Superior Court shall select the arbitrator. The arbitrator shall reside in Skagit County. The arbitration shall be conducted using any expedited procedures then available. The arbitrator may award injunctive relief or any other remedy available from a judge. The arbitrator shall award to the substantially prevailing party reasonable attorney's fees and costs incurred by the substantially prevailing party in conjunction with such dispute.

7. SUCCESSORS AND ASSIGNS

This Agreement is intended to run with the land/property owned by the respective Parties will bind, and inure to the benefit of, the Parties and their respective legal representatives, successors, heirs, and assigns.

8. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of separate counterparts (including, but not limited to, facsimiles, emails, and copies thereof), each of which together shall constitute a single agreement. A Party's transmission by facsimile or other electronic means of a copy of this Agreement bearing such Party's signature shall be effective as an acceptance of this Agreement by the transmitting Party, with the same effect as if an executed original had been delivered. This Agreement, when executed by Fox and Martin, shall be effective as between them notwithstanding the absence of a signature by Morgan-Turner.

9. NOTICES

Any notice required or allowed by this Agreement, included but not limited to invoices, estimates and demands for reimbursement from the Gatekeeper, shall be provided to the Parties at the following email addresses, with a hard copy to the address provided or to such other email addresses and street addresses as the Parties may hereafter provide to the Gatekeeper from time to time. All notices (including changes of address) shall be provided via email *and* United States Mail. For purposes of any deadline set forth herein, the date of receipt and/or of delivery of a notice shall be the date emailed.

Notices to Fox:

Jim & Rebecca Fox
8280 Oyster Shell Lane
Anacortes, WA 98221
Jfox1560@gmail.com

Notices to Morgan-Turner:

Morgan-Turner Properties L.P.
c/o Thomas Cleland
102 V Ave.
Anacortes, WA 98221

(email)

Notices to Martin:

James Martin
1777 S Burlington Blvd #426
Burlington WA 98233
molecularbent@gmail.com

- signature pages follow -

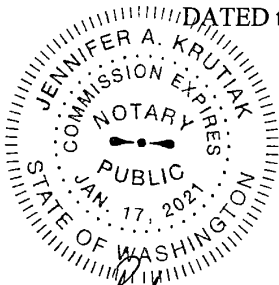
JAMES AND REBECCA FOX FAMILY TRUST

James W. Fox
By: James W. Fox
Title: Co-Trustee
Dated: 4/14/2020

STATE OF Washington
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JAMES W. FOX 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 this 14th day of APRIL, 2020.



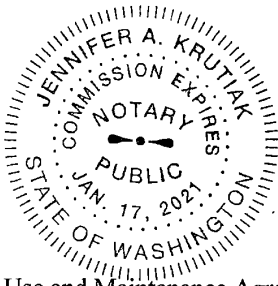
Jennifer A. Krutak
NOTARY PUBLIC in and for the State of Washington,
residing at 910 0 Ave, Anacortes, WA 98221
My appointment expires 01/17/2021

Rebecca J. Fox
By: Rebecca J. Fox
Title: Co-Trustee
Dated: 4/14/2020

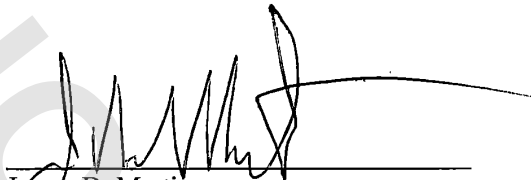
STATE OF Washington
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that REBECCA J. FOX 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 this 14th day of APRIL, 2020.



Jennifer A. Krutak
NOTARY PUBLIC in and for the State of Washington,
residing at 910 0 Ave, Anacortes, WA 98221
My appointment expires 01/17/2021

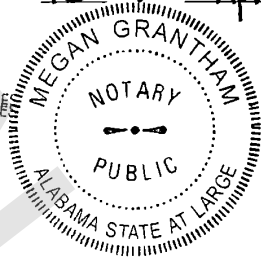

James D. Martin
Dated: 4/15/2020

STATE OF Alabama
COUNTY OF Mobile

I, Megan Grantham, a Notary Public, hereby certify JAMES D. MARTIN whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 15th day of April, A.D. 2020.


(Style of Officer)

MY COMMISSION EXPIRES
OCTOBER 23, 2021



MORGAN-TURNER PROPERTIES L.P.

By: _____
THOMAS L. CLELAND

STATE OF Washington
COUNTY OF _____

On this ___ day of April, 2020, before me personally appeared THOMAS L. CLELAND to me known to be the ___ of Morgan-Turner Properties L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____

UNOFFICIAL DOCUMENT