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BOOK 175 PAGE 25

FILED FOR RECORD
SKAMANIA CO, WASH
BY *Columbia Cascade Housing*
Mar 30 4 31 PM '98
P. Lowry
AUDITOR
GARY M. OLSON

When Recorded Return to:

Columbia Cascade Housing
506 E. 2nd
The Dalles, Oregon 97058

SHARED ACCESS AGREEMENT

Dated March 26, 1998

by and between,
SKAMANIA COUNTY, a municipal corporation of the State of Washington
("Landlord")
COLUMBIA CASCADE HOUSING CORP., a nonprofit corporation ("Tenant")
COLUMBIA GORGE INTERPRETIVE CENTER, a nonprofit corporation ("Adjacent
Property Owner")

Reference: Assessor's Tax Parcel ID# 2-7-1300

Abbreviated Legal Description: Lot 1 of Book T of Short Plats on Page 100.
Complete Legal Description on page 1.

Gary M. Martin, Skamania County Assessor

Date 3-30-98 Parcel # 2-7-1-1300

Signature
By
Date
Title
Date

SHARED ACCESS AGREEMENT

This AGREEMENT, made and entered into at Stevenson, Washington this 26th day of March, 1998, by and between SKAMANIA COUNTY, a municipal corporation of the State of Washington ("Landlord"), COLUMBIA CASCADE HOUSING CORP., a nonprofit corporation ("Tenant"), and COLUMBIA GORGE INTERPRETIVE CENTER, a nonprofit corporation ("Adjacent Property Owner - APO"), WITNESSETH:

RECITALS

WHEREAS, Landlord is the owner of Lot 1 of Short Subdivision recorded in Book T of Town Plats, at page 100, Records of Skamania County, Washington, on November 22, 1996;

WHEREAS, the entrance to the project known as the Columbia Gorge Interpretive Center owned by APO is partially located on property owned by Landlord;

WHEREAS, Landlord has entered into a Ground Lease Agreement dated December 20, 1996 with Tenant;

WHEREAS, Tenant has obtained approval to build a 30-unit Assisted Living Facility on the real property set forth in the Ground Lease Agreement, and said approvals have shown a common driveway entrance to both the Assisted Living Facility and the Columbia Gorge Interpretive Center;

NOW, THEREFORE, Landlord, Tenant and Adjacent Property Owner hereby agree as follows:

1. The Tenant and APO shall share equally in the cost of maintaining that portion of the common driveway that is utilized by each of the parties to gain access to their respective facilities as generally shown on Exhibit "A" attached hereto and made a part hereof;
2. Tenant shall pay for the relocation of any gate(s) and fences that is necessary to allow access to Tenant's facility and meet conditions of any governmental approvals for Tenant's project in order that APO may secure their parking facilities when APO's facilities are closed;
3. During periods of time when Tenant may have need of up to fifteen (15) additional parking spaces, particularly during the holidays of Easter, Thanksgiving, Christmas and New Year's, among others, APO will allow Tenant to use spaces closest to Tenant's Assisted Living Facility provided that Tenant secure APO's parking lot when Tenant's guests no longer occupy the additional parking spaces during the special holiday. Tenant shall keep APO informed of any special need if such holiday occurs on a day when APO would normally be open for business;

4. Tenant and APO shall share in any special expense related to keeping that portion of the common driveway entrance to each party's respective parking area free of snow, debris or other hindrances to access. Responsibility for each party's respective parking area shall be that of that particular owner;
5. Tenant and APO shall each carry adequate insurance covering use of the common entrance and Tenant's use of APO's parking area as set forth herein and name each other as Additional Named Insured, each at their own expense;
6. This Agreement shall continue in existence throughout the term of the Ground Lease between Landlord and Tenant and any extension thereof. The parties to this Agreement further agree to meet periodically to review the adequacy of this Agreement and special operational needs of the common access driveway as it relates to the operation of Tenant's and APO's respective facilities.
7. The parties understand that a certain amount of the APO's parking lot, access road and driveway encroaches upon the County's property. Nothing in this Agreement shall constitute a waiver of the County's right or ability to own or possess this property or interfere with the County's right of clear title. The parties further understand that the APO's use of this property is with the County's permission and is not adverse.

IN WITNESS WHEREOF, Landlord, Tenant and Adjacent Property Owner have executed this Agreement as of the day and year first above written.

LANDLORD:

SKAMANIA COUNTY, a Washington municipal corporation

By Albert E. McKee

Title: Chair, Board of Commissioners

By Judy A. Carter

Title: Commissioner

By Edward H. Williams

Title: Commissioner



ATTEST: Gary M. Olson

County Auditor and Ex-Officio Clerk of the Board

APPROVED AS TO FORM ONLY:

STATE OF Oregon)
) ss.
COUNTY OF Wasco)

THIS IS TO CERTIFY that on this 30th day of March 1998, before me, the undersigned, a notary public in and for the state of duly commissioned and sworn, personally appeared Ruby Hason, to me known to be the Director of Columbia Cascade Housing Corp., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on this 30th day of March 1998.



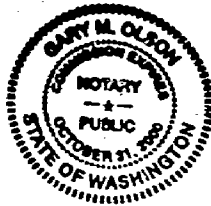
Sherry R. Grove
NOTARY PUBLIC, in and for the
State of Oregon residing at
The Dalles
My commission expires: December 4, 2000

STATE OF Washington)
) ss.
COUNTY OF Skamania)

THIS IS TO CERTIFY that on this 26th day of March 1998, before me, the undersigned, a notary public in and for the state of duly commissioned and sworn, personally appeared Lorena E. Hollis, to me known to be the President of Columbia Gorge Interpretive Ctr., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me on this 26th day of March 1998.

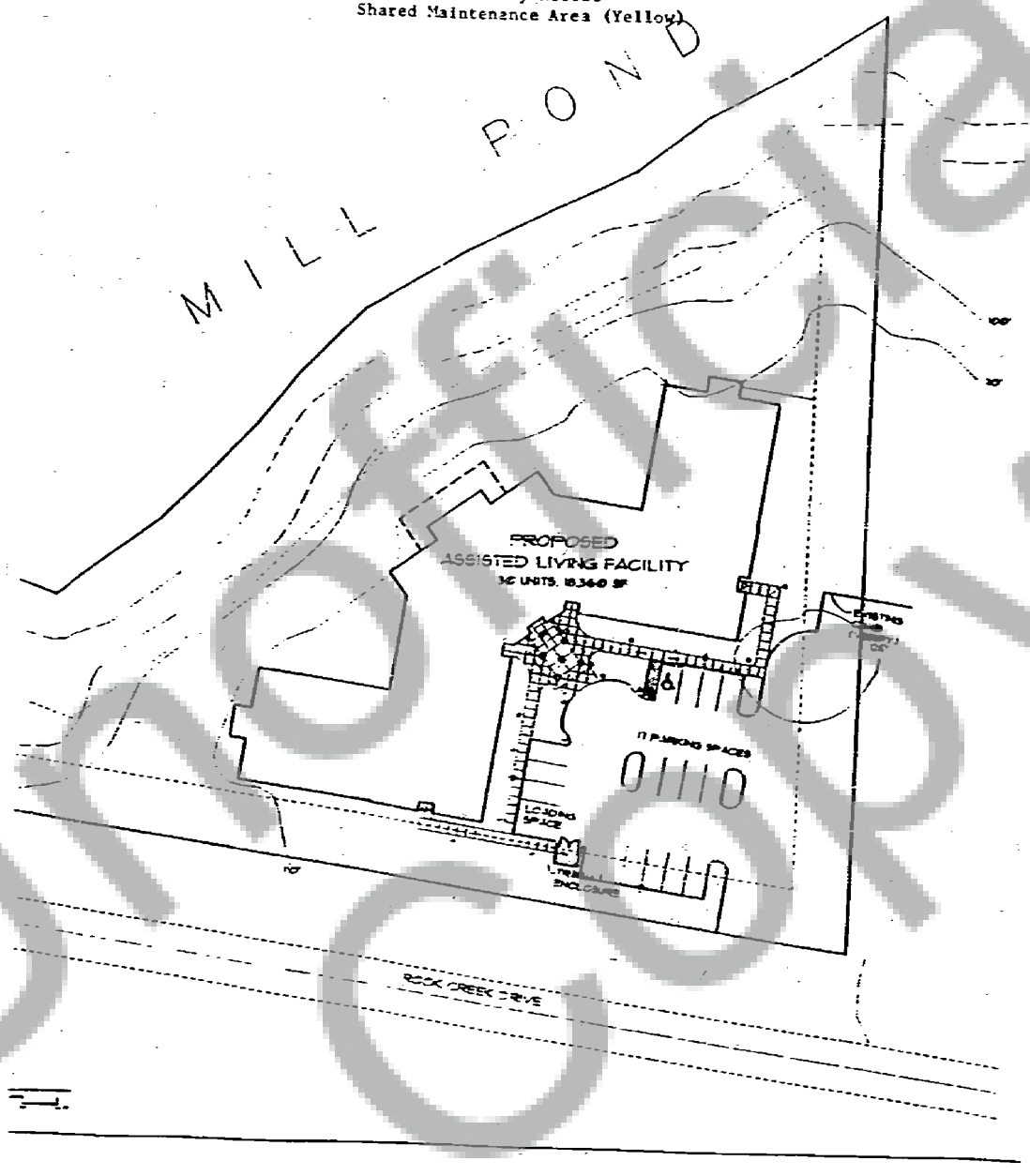
Gary H. Olson
Gary H. Olson



NOTARY PUBLIC, in and for the
State of Washington residing at
North Bonneville
My commission expires: October 31, 2000

Unofficial
Copy

Exhibit "A"
Common Driveway Access
Shared Maintenance Area (Yellow)



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