

**PRELIMINARY AGENDA**

**REGULAR MEETING**

**May 5, 2021**

- I. "COOLER TALK" 4:45 PM**
- II. OPEN SESSION 5:00 PM**  
PLEDGE OF ALLEGIANCE
- **CONSENT ITEMS**
    - A. Approval of Minutes – Kim
    - B. Approval of Checks – Kim
  - **NEW BUSINESS/DISCUSSION ITEMS**
    - C. Strategic Plan Update Continuation – David
    - D. Shared Access Agreement with Stainless Cable and Railing – David
    - E. Admin Office Roof Replacement Contract Cancellation Discussion – Mark
  - **PUBLIC COMMENT** [3 min. apiece]
  - **ACTION ITEMS**
    - F. Approve Shared Access Agreement with Stainless Cable and Railing – David
  - **STAFF REPORTS & COMMENTS**
    - G. Chief Executive Officer, Chief Operating Officer and Director of Planning and Development
  - **COMMISSIONER REPORTS**
  - **PUBLIC COMMENT** [3 min. apiece]
  - **ADJOURN**

On March 24, 2020 a new Governor's proclamation went into effect regarding public meetings. By order of Washington State Governor Jay Inslee, Proclamation 20-28.15, the Regular Commission Meeting will be available to the public (only) by conference or video call. **This meeting is accessible via conference or video call at: +1 (253) 215-8782, Meeting ID: 929 6284 2901, Password: 133727 or via this video link: <https://zoom.us/j/92962842901?pwd=RzkzMTZlVWTRwbnU1eW1rOXNWSk5Edz09>**

**MINUTES OF THE REGULAR COMMISSION MEETING**  
**PORT OF CAMAS-WASHOUGAL**  
**April 21, 2021**

By: Juli Burnett, Administrative Assistant

A regular meeting of the Commissioners of the Port of Camas-Washougal was held at the Port Offices, 24 South 'A' Street, Washougal WA on Wednesday, April 21, 2021, at 12:00 p.m.

PRESENT: Commissioners Larry Keister, Cassi Marshall, and John Spencer; Chief Executive Officer David Ripp; Chief Operating Officer Kim Noah; Director of Planning and Development Mark Miller; Business Development Manager Derek Jaeger; Administrative Assistant Juli Burnett, Legal Counsel; and members of the press and public. General public has access through a designated conference call line and Zoom video.

At 11:56 am, following the Pledge of Allegiance, Commission President Larry Keister called the Open Session public meeting to order, noting that because of Governor Inslee's Proclamation 20-28, and the Washington State legislature's Resolution SCR 8402, the Commission is social distancing and at least 10 feet apart. The Chat function has been disabled.

- **CONSENT ITEMS**

- Minutes

Commissioner Keister presented Minutes from the April 7, 2021 – Regular Meeting. Reading of the Minutes were dispensed with; it is noted that copies had been provided previously to all Commissioners. After a brief discussion, a motion was made by Commissioner Spencer, seconded by Commissioner Marshall. April 7, 2021 – Regular Meeting minutes carried unanimously.

- Claims / Checks

Chief Operating Officer Kim Noah presented the current payables. After review and brief discussion, upon motion by Commissioner Spencer, seconded by Commissioner Marshall and carried unanimously, the electronic payments and the issuance of general fund checks 7172-7199 in the total amount of \$308,992.32 were approved as presented.

- **NEW BUSINESS / DISCUSSION ITEMS**

- Grove Field Feasibility Study Discussion

Mark Miller, Director of Planning and Development, opened discussion regarding a multiuse facility at the airport. The increase within the flight school and overall activity at the airport has created a need for a multiuse space rather than a flight planning center. This study provides a more thorough review before potential development begins, as well as an idea of cost. A feasibility study is a requirement for the grant application and the WSDOT CARL Loan. Commissioner Marshall inquired if this study would be performed inhouse or by a consultant. Miller responded we will be seeking a consultant outside of the Port. CIDA and Livermore Architecture & Engineering have submitted proposals. Commissioner Spencer inquired about the budget for this study and Miller responded that the budget is \$20,000 but feels it will be

less than that. Commissioner Marshall inquired on timeline and Miller responded it should be completed within the next 2 months. COO Kim Noah responded that the study and design will be completed by the end of 2021.

- Corrosion Shield Lease

Derek Jaeger, Business Development Manager, presented the new lease with Corrosion Shield Inc. in Building 8, Bay 1. Corrosion Shield Inc. is part of Corrosion Company which manufactures and maintains fiberglass. The lease term will be a 3-year lease with a one 3-year option. The rate is .57 cents per square foot in year one, .60 cents in year 2, and a 3% increase per year after. Per RCW 53.08.085, a security deposit is required from tenants when signing a lease agreement. The Port requires rent to be secured; however, at a lower security amount than required by state law. The Port will be obtaining a deposit amount of \$3,103.62 from Corrosion Shield Inc. Commissioner Spencer inquired about how many full-time employees will be employed and Jaeger replied three to five employees. It was requested the lease be approved during Action Items.

- Ferguson Ground Parking Amendment

Derek Jaeger, Business Development Manager, presented the parking amendment for Ferguson. The terms of the amendment include 40 parking spaces per the ground lease. Amendment aligns the cycle of their ground lease to December and adds a 5<sup>th</sup> option to match timing with Building 19 lease. Rates for the 5<sup>th</sup> extension matches rate increases from previous years. Discussion was had on the amendment and it was requested the amendment be approved during Action Items.

- Strategic Plan Update

David Ripp, the Chief Executive Officer and Lisa Parks with Maul Foster Alongi presented an update on the Strategic Plan. Commissioner Spencer asked if we should call out the City of Camas regarding the Port's goals. He also asked if we should add a third strategy to seek other opportunities to improve impact within Camas. Commissioner Marshall commented she liked the option to focus more on the City of Camas. Commissioner Keister commented we need to keep the goal as broad as possible, however, the Port has a need for a larger footprint in the City of Camas and to be more inclusive.

- Tourism – Commissioner Keister said we need to encourage tourism and manage it and wondered how we best manage the influx of visitors and locals that we will have at The Port. Commissioner Marshall commented if the wording on the plan has enough balance. Commissioner Keister commented it is important to see what other cities are doing (including Vancouver) regarding tourism.
- Real Estate & Industrial Land Development – Commissioner Spencer suggested that we broaden the strategy to include other sites rather than just the Georgia Pacific site. Possibly creating a whole separate strategy. Over 50% of Industrial Park is not owned by the Port and COO Noah mentioned how can we enhance property availability. Commissioner Keister said he agrees with the idea of creating a separate strategy.
- Waterfront Development – Commissioner Spencer and Commissioner Keister agree that no changes need to be made to this section of the goals and strategies.

- Parks and Public Amenities – Lisa Parks, Senior Partner with MFA commented the Port is committed to promoting and enhancing existing park amenities as well as future amenities. Commissioners had no comments or edits.
- Airport – Commissioner Marshall commented she would like more emphases on what sustainable means environmentally and socially. Commissioner Spencer agrees that it should be defined more within the goal. Lisa Parks, Senior Partner with MFA suggested to re-order the Goal Areas and look at wording within the plan to create a better outline to show sustainable practices. Commissioner Keister agreed that organization and culture should be at the beginning of the plan and add in sustainable wording where appropriate. Commissioner Spencer expressed frustration that there is not a plan to expand the runway. Commissioner Spencer feels more urgency to develop the expansion of the runway, as residential real estate will create difficulties. Commissioner Keister agreed there is a disconnect between Commissioners on this topic and stated the issue is timing. Commissioner Keister is looking at the bigger picture and commented what is the best return on investment at this time. Commissioner Keister also has concerns regarding Delp Road and the trailer park. Commissioner Marshall agrees timing, North Shore planning, and community input is needed for expansion. Commissioner Marshall suggested to create a commitment to Grove Field. Commissioner Spencer suggested to add a strategy to develop a plan. Commissioner Keister suggested that we look at the land we have available and what can we do now in partnership with Camas. Noah and Ripp commented the airport is a priority and stated the various projects completed, as well as ongoing community outreach. Commissioner Marshall suggested to keep the conversation moving with the City of Camas to ensure the North Shore Development plan. Ripp agrees and reiterated that we have a strategy in place for expansion in the future.
- Marina – Commissioner Spencer suggested to change the strategy to say assess options for a 2<sup>nd</sup> boat launch elsewhere.
- Community Outreach & Partnerships – Commissioner Spencer asked if we re-order/re-organize the whole plan. Noah expressed concern on order of plan coming from the view of the reader versus staff. Parks with MFL suggested to add the non-tangible items first.
- Organization and Culture – Commissioner Marshall commented she agrees with the wording but suggested adding the action items.
- Financial – Commissioner Keister commented that we are focusing more on the outcome for the community versus the financial impact. Parks with MFL, commented that it makes sense to have a financial goal area so it can be edited as needed in the future.
- **PUBLIC COMMENT #1**  
Kent Mehrer, Camas Washougal Aviation Association commented during the strategic plan presentation that he is concerned that the airport will lose property to residential development.

Don Steinke, a district resident, and previous physics teacher for Camas High School for 9 years expressed his concern regarding fossil fuels. He fought against coal terminals and said it is up to us at the local level to fight to reduce emissions. Steinke commented not to use fossil fuels when electric equipment can be used at The Port.

Alona Steinke, a district resident, and retired RN requested for a plan to be created to reduce emissions at the Port.

Martha Martin, Washougal thanked Don and Alona for their comments regarding reducing emissions. Martin asked how we can involve the community in the Strategic Plan. Ripp commented we have scheduled public meetings. Martha suggested to post the public meetings on the Port's Facebook page and announce on the Port's website that we are putting together the Strategic Plan. Martin appreciated John's feeling of not being understood with airport. She feels the same way with the Cultural Performing Arts Center.

- **ACTION ITEMS**

- Approve Corrosion Shield Lease

Commissioner Keister requested formal approval of the Corrosion Shield Lease. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval to execute the Corrosion Shield Lease as presented, effective April 21, 2021. Per RCW 53.08.085, a security deposit is required from tenants when signing a lease agreement. The Port requires rent to be secured; however, at a lower security amount than required by state law.

- Approve Ferguson Ground Parking Amendment

Commissioner Keister requested formal approval of the Ferguson Ground Parking Amendment. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, to approve the Ferguson Ground Parking Amendment as presented, effective April 21, 2021.

- **STAFF REPORTS & COMMENTS**

- Director of Planning and Development Mark Miller

Miller commented to make everyone aware of the Gate 3 FDC extension and paint projects for Building 12 & 14.

- **COMMISSIONER REPORTS**

- Commissioner Marshall

Ecology hearing went well on April 20, 2021 and is pleased with how the Port showed a presence. Positive discussion with Robert Hawrylo with UPC. Girl scout Abigail's Ivy removal project started today, April 21, 2021.

- Commissioner Spencer

Agrees that Martha Martin has a good point on public participation regarding the update on the Strategic Plan and addressed the possibility to send out a rough draft for review.

Commissioner Keister

Appreciates the discussion regarding the airport. And stated the two key factors below:

1. The importance of Grove Field to the Port.
2. Doing what we can with the finances available at this time and looking for areas for increased revenue. He thanked Derek for the work he has done with UPC. He made a personal request for the May 19 Commission Meeting to be moved to May 18 at 12:00 pm. It was motioned by Commissioner Spencer and seconded by Commissioner Marshall and carried unanimously to change the meeting date.

• **PUBLIC COMMENT #2**

Kent Mehrer, Camas Washougal Aviation Association thanked everyone for the opportunity to be a part of the airport discussion.

The meeting adjourned at 2:03 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

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Commissioners

# PORT OF CAMAS-WASHOUGAL STRATEGIC PLAN DRAFT GOALS AND STRATEGIES

4/21/21 Commission Meeting Draft

Goal Area	Goals	Strategies
<b>Economic Development</b>	Enhance economic development through partnerships to leverage strategic investments. (Existing)	Proactively participate in and support regional economic development initiatives to expand the local employment base.
	Coordinate efforts with key legislators to improve local economic opportunities by supporting the retention, expansion, and recruitment of preferred employers. (Existing)	Continue ongoing communication with legislators.
	Promote the local economy and employment base throughout the Port district.	Understand and strengthen the Port's impact on the district.
		Focus business recruitment efforts on Port owned properties, while keeping in mind potential opportunities for referrals to regional partners.
<b>Tourism</b>	Evaluate and utilize tourism opportunities to drive economic development and promote the region as a recreation destination.	Encourage tour and cruise boat operators to dock at the marina.
		Participate in local and regional tourism groups and partnerships.

DRAFT GOALS AND STRATEGIES  
 4/21/21 Commission Meeting

Goal Area	Goals	Strategies
<b>Real Estate &amp; Industrial Land Development</b>	Promote sustainable community prosperity by ensuring an ample supply of land, infrastructure, and facilities to meet the needs of potential employers. (Existing)	Continually assess niche markets and position Port assets to meet market demand.
		Prioritize new investments for inclusion in the Capital Improvement Plan.
		Enhance property availability in the Industrial Park to accommodate new businesses and allow for the expansion of existing tenants.
	Operate industrial properties in an economically sustainable manner. (Existing)	Ensure industrial lease rates are competitive with the local and regional market.
	Develop and maintain industrial park design guidelines and standards.	
Expand the Port's land and building assets and associated positive economic impacts through ongoing outreach and partnerships.	Monitor potential for Port participation as redevelopment of the Georgia Pacific (GP) Mill site occurs.	
Ensure that local contractors have the opportunity to respond to the Port's bids to keep economic development funds circulating within the region.	Communicate project bids available to local community contractors.	
<b>Waterfront Development</b>	Lead a collaborative effort to develop a more vibrant, economically viable, and publicly accessible Columbia River waterfront. (Existing)	Pursue private investment interests in developing the western portion of the waterfront development.
		Develop a strategy for the Phase 1 and 2 parking areas to improve access to the waterfront.
		Continue to collaborate with developers Rkm and Killian Pacific on Parker's Landing Waterfront endeavors.

Goal Area	Goals	Strategies
<p><b>Parks and Public Amenities</b></p>	<p>Promote and enhance existing park amenities and events in cooperation with partners.</p>	<p>Improve the breakwater access for the community and visitors.</p>
		<p>Enhance the breakwater dock into a floating boardwalk.</p>
		<p>Evaluate adequate parking for marina, park, and event users.</p>
		<p>Enhance educational opportunities at the Port's parks and trails.</p>
	<p>Consider the appropriateness of new parks and public amenities as a component of all future projects/ partnerships and to expand connections to existing trail systems.</p>	<p>Construct a waterfront boardwalk connecting the Marina Park to Washougal Waterfront Park.</p>
		<p>Collaborate with the cities, community organizations and developers in programming events to promote local recreational assets and amenities.</p>
<p>Seek opportunities to promote public art.</p>		
<p><b>Airport</b></p>	<p>Operate and develop Grove Field in a safe and economically sustainable manner. (Existing)</p>	<p>Continually assess niche markets including itinerant services and pilot training.</p>
		<p>Expand economic opportunities associated with the airport by improving infrastructure and zoning regulations.</p>
		<p>Expand services for itinerant operations.</p>
		<p>Create a multi-year capital budget to help prioritize new investments.</p>
		<p>Identify and pursue airport cost efficiencies.</p>

Goal Area	Goals	Strategies
<p><b>Marina</b></p>	<p>Operate and develop Parker's Landing Marina in a safe and economically sustainable manner. (Existing)</p>	<p>Continually assess niche markets including cruise ships and transitory moorage.</p> <p>Identify and pursue marina cost efficiencies.</p> <p>Create a multi-year capital budget to help prioritize new investments.</p> <p>Evaluate adequate parking for marina, park, and event users.</p>
	<p>Evaluate opportunities to expand the Port's Marina.</p>	<p>Assess options for a 2<sup>nd</sup> boat launch on Lady Island.</p>
<p><b>Community Outreach and Partnerships</b></p>	<p>Increase community understanding, sense of ownership, and support for the Port and its initiatives. (Existing)</p>	<p>Provide on-going communication with constituents through multiple platforms.</p>
		<p>Identify additional, coordinated outreach opportunities, and provide targeted educational materials to:</p> <ul style="list-style-type: none"> <li>• Economic Development Partners</li> <li>• Educational institutions</li> <li>• Legislators</li> <li>• The general public</li> </ul>
		<p>Educate constituents on Port business, including economic development efforts and initiatives.</p>
		<p>Create an Events Committee to assist staff with scheduling and managing community events.</p>
		<p>Increase community awareness of capital project.</p>

Goal Area	Goals	Strategies
<p><b>Organization and Culture</b></p>	<p>Increase organizational capacity and capabilities to meet Port goals.</p>	<p>Enhance employee capabilities and growth.</p>
	<p>Operate all Port facilities efficiently, cost effectively and in a sustainable and inclusive manner.</p>	<p>Retain experienced staff with diverse skill sets.</p>
		<p>Advance environmental stewardship by evaluating green energy and technology alternatives and promoting cleanup of contaminated properties.</p>
		<p>Foster an equitable and inclusive mindset in the workplace by evaluating the Port's current DEI practices and providing training opportunities, as needed.</p>
<p><b>Financial</b></p>	<p>Ensure that Port assets are adequately funded and in good repair.</p>	<p>Develop and fund a 20-year asset replacement/major maintenance schedule.</p>
		<p>Maintain appropriate support tools to accommodate a multi-year asset and maintenance schedule.</p>

## SHARED ACCESS AGREEMENT

THIS SHARED ACCESS AGREEMENT (“**Agreement**”), is made this 30<sup>th</sup> day of May 2021, by and between the PORT OF CAMAS-WASHOUGAL, a Washington public port district (“**Port**”) and Maddix Properties LLC, a Washington Limited Liability corporation, owner of Adjusted Parcel 2, (“**Owner**”) more particularly described herein below, collectively “**Parties**”.

This Agreement affects those properties commonly referred to as Adjusted Parcels 2 and 10 described in that Boundary Line Adjustment recorded under Auditor’s File No. 5444456, records of Clark County, Washington, and legally described in the attached **Exhibit “A”**.

### W I T N E S S E T H

**Whereas** on or about March 11, 2013, the Port entered a Development Agreement (“**DA**”) with the City of Washougal, which provided for the master-planned development of certain Port property for the purpose of developing a Port industrial area commonly referred to as “Steigerwald”; and

**Whereas** the DA contemplated that separate individual industrial lots would be created and intermittently developed within Steigerwald consistent with a plan of phased development; and

**Whereas** the DA contemplated that within each phase, the City would approve the development of individual industrial lots in order to provide a flexible approach to potential buyers and tenants; and

**Whereas** the DA required the Port to provide access and circulation to the individual lots via private roads of internal access to be owned and maintained by the Port; and

**Whereas** the Port recently completed an exempt land division of lands owned by the Port recorded under Auditor’s File 5427741 and subsequently completed boundary line adjustments of resultant Parcels 16 and 17 as recorded under Auditor’s File 5444456; and

**Whereas** the Port recently sold the resultant Adjusted Parcel 2 of the boundary line adjustment recorded under Auditor’s File 5444456 to Owner to allow for development and construction of certain industrial facilities located on Adjusted Parcel 2 by Owner; and

**Whereas** Owner desires that Adjusted Parcel 2 will have secondary access to the future private Port road to be known as “South 41st Street” via a shared driveway to be constructed on portions of both Adjusted Parcels 2 and 10, as generally depicted on the attached **Exhibit “B”**); and

**Whereas** because secondary access to Adjusted Parcel 2 will be constructed and utilized upon a portion of Adjusted Parcel 10, the City has requested this Agreement, evidencing the present and future rights of the owners of Adjusted Parcels 2 and 10 to use the Parcels 2 and 10 Shared Driveway, as defined herein below to obtain access to their respective lots for the benefit of their present and future owners, tenants, licensees, and guests; and

**Whereas** Owner desires to construct a temporary turnaround near the northeast corner of Adjusted Parcel 2 extending onto Adjusted Parcel 10 to provide for adequate emergency access and the Port recognizes the allowance to construct this turnaround partially on Adjusted Parcel 10 has helped facilitate the sale of Adjusted Parcel 2 to Owner without impacting the development potential of Adjusted Parcel 10.

**NOW, THEREFORE**, for and in consideration of the mutual declarations, covenants, conditions and benefits contained in and derived hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Port, for and on behalf of itself, and its respective

successors in interest and assigns, does hereby convey, warrant, grant, declare and establish the following Declaration of Shared Access Agreement on the terms and conditions set forth hereinto:

## I. DEFINITIONS

**A. Port** shall mean the Port of Camas-Washougal, current Owner of Adjusted Parcel 10.

**B. Owner** shall mean Maddix Properties LLC, the current Owner of Adjusted Parcel 2.

**C. Licensee(s):** shall mean the then current, tenants, guests, invitees, or licensees of the Owners of Adjusted Parcels 2 and 10.

**D. Adjusted Parcel** shall be utilized to identify a tax parcel described in that Boundary Line Adjustment recorded under Clark County Auditor's File No. 5444456, and legally described in Exhibit "A" attached hereto and incorporated herein

**E. Parcels 2 and 10 Shared Driveway** shall mean that shared vehicular driveway, in its temporary status and as will be permanently constructed as described herein below, occupying a portion of Adjusted Parcels 2 and 10, to be utilized to provide vehicular access to Adjusted Parcels 2 and 10 to and from future South 41<sup>st</sup> Street, and generally depicted on **Exhibit "B"**.

**F. Adjusted Parcel 2 Temporary Turnaround** shall mean that vehicle turning area occupying a portion of Adjusted 10, to be utilized to provide emergency vehicle turnaround capabilities for the benefit of Adjusted Parcels 2 and 10 near the northeast corner of Adjusted Parcel 10 until such time as a driveway access to future South 41<sup>st</sup> Street is constructed, and generally depicted on Exhibit "B".

**G. Owners:** shall mean all present and future owners in fee title, including all successors in interest of Adjusted Parcels 2 and 10, as respectively referred to herein, including the present owners, Owner and the Port.

**H. Shared Driveway** shall mean those improvements constructed to allow the Owners of Adjusted Parcels 2 and 10 and their Licensees vehicular access, ingress and egress to and from Adjusted Parcels 2 and 10 to and from the Future South 41<sup>st</sup> Street and consisting of that area approximately 27 feet wide with centerline consisting of the boundary line shared by Adjusted Parcels 2 and 10, and as depicted on **Exhibit B**.

## II. PARCELS 2 AND 10 SHARED DRIVEWAY

**A. Purpose.** The purpose of this Agreement is as follows:

**i. Access.** To allow the Owners of Adjusted Parcels 2 and 10 and their Licensees the nonexclusive right to utilize the Parcels 2 and 10 Shared Driveway for vehicular access, ingress and egress to and from Adjusted Parcels 2 and 10 to and from Future South 41<sup>st</sup> Street.

**ii. Temporary Turnaround.** To allow Owner to construct a temporary gravel turnaround extending onto Adjusted Parcel 10 for emergency and service vehicle turnaround to remain until such time as South 41<sup>st</sup> Street is constructed and the Shared Driveway access for the benefit of Adjusted Parcels 2 and 10 is constructed.

**iii. Operation and Maintenance.** To allocate responsibility for those costs associated with the construction, operation, maintenance, repair, and improvement of the Adjusted Parcels 2 and 10 Shared Driveway.

**B. Rights Granted.** The Owners mutually agree to provide the Owners of Adjusted Parcels 2 and 10 and their Licensees the right to reasonably use the Parcels 2 and 10 Shared Driveway for vehicular access, ingress and egress to and from Adjusted Parcels 2 and 10 to and from Future South 41st Street, including those rights necessary to construct, operate, maintain, repair, and replace the Shared Driveway and appurtenant improvements. The rights and obligations provided herein shall inure to the Owners, successors, and assigns of Adjusted Parcels 2 and 10. Further, the Port agrees to allow for Owner to construct a temporary gravel turnaround extending into Adjusted Parcel 10 for the benefit of the Owners of Adjusted Parcel 2 and 10. The Owner shall provide the Port with a copy the plans for said temporary turnaround at least ten days in advance of said construction.

**C. Non-Interference.** Each of the Owners of Adjusted Parcels 2 and 10 shall not unreasonably interfere with the other Owner's use of the Parcels 2 and 10 Shared Driveway.

**D. Shared Driveway Improvements.**

**i. Initial Construction.** It is anticipated but not required that Owner, its agents, and assigns will perform a portion of the initial construction of the Parcels 2 and 10 Shared Driveway as needed to provide access to the buildings and parking areas proposed on Adjusted Parcel 2. It is anticipated that the Port, its agents, and assigns will complete construction of the Parcel 2 and 10 Shared Driveway to provide shared access to and from the future South 41<sup>st</sup> Street at such time as South 41<sup>st</sup> Street is constructed by the Port.

**ii. Operations and Maintenance:**

**1. Responsibility.** The Owners shall be equally responsible for all ordinary maintenance, management, repair, operation, major repair, and capital improvement of the Parcels 2 and 10 Shared Driveway.

**2. Costs:** All costs incurred and arising from the ordinary maintenance, management, repair, operation, major repair, and capital improvement of the Adjusted Parcels 2 and 10 Shared Driveway shall be divided equally amongst the Owners of Adjusted Parcels 2 and 10. Except that, under those circumstances where said 'work' is necessitated by the actions or omissions of one of said Owners, such that the responsibility for such is directly attributable to said Owner, then said costs shall be borne solely by said Owner responsible for the necessity of the foregoing work.

**E. Temporary Turnaround Improvements.**

**i. Initial Construction.** It is anticipated but not required that Owner, its agents, and assigns will perform the initial construction of the temporary turnaround.

**ii. Operations and Maintenance:**

**1. Responsibility.** Owner shall be responsible for all ordinary maintenance, management, repair, operation, and capital improvement of the temporary turnaround until such time as it becomes unneeded for emergency and service vehicle access based on the construction of the Parcels 2 and 10 Shared Driveway ("Termination"). Upon Termination, Owner shall be responsible for removal of the gravel turnaround, at its sole cost and expense, if requested by the Port.

**2. Costs:** All costs incurred and arising from the ordinary maintenance, management, repair, operation, capital improvement, and removal of the temporary turnaround shall be borne by the Owners of Adjusted Parcel 2 until and at Termination.

### III. ADDITIONAL RIGHTS AND OBLIGATIONS

**A. Port's Use of the Property.** Notwithstanding whether the Port remains Owner of Adjusted Parcel 10, the Port shall have the right to use the Shared Driveway, provided the Port shall not unreasonably interfere or impede with the rights provided herein unto the Owners and Licensees.

**B. Liability.** Owners shall be responsible for any damage to the other Owners' property, injury or death or that of third parties resulting from any exercise of the rights herein granted, to the extent of Owners' fault. This Agreement is made on the express condition that the Port is indemnified, held harmless and will be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of and to the extent of the fault of Owners or Owners' Responsible Party, except to the extent caused by the Port's sole negligence. As used herein, a "Responsible Party" of Owners is Owners' contractors, agents, officers, members, employees, invitees or licensees. Owner and Owners hereby covenants and agrees to defend and indemnify the Port and other Owners and their respective officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by Owners or Owners' Responsible Party, and to the extent of Owners and/or Owners' Responsible Party's fault.

**C. Captions.** The headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement shall be disregarded in constructing or interpreting any part of its provision.

**D. Integration.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect except in a subsequent modification in writing, signed by the Parties hereto.

**E. Applicable Law.** This Declaration shall be interpreted and construed under and pursuant to the laws of the State of Washington with venue in Clark County.

**F. Attorneys' Fees.** In the event of any action or arbitration for breach of or to interpret or enforce any provisions or rights hereunder, the non-prevailing party shall pay all reasonable costs and expenses incurred by the prevailing party in such action, including, but not limited to, such prevailing party's reasonable attorney's fees.

**G. Non-Merger of Title.** The doctrine of 'merger of title' shall not affect, undermine, or relinquish those rights provided herein.

**H. No Third-Party Beneficiaries.** This Agreement is executed for the sole and exclusive benefit of the signatory Parties and successor Owners. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties and successor Owners hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

**IN WITNESS WHEREOF,** this Shared Access Agreement has been executed as of the day and year set forth above.

**PORT OF CAMAS-WASHOUGAL**

**By:** \_\_\_\_\_

**David Ripp**

**Its: Chief Executive Officer**

**Date:** \_\_\_\_\_

**MADDIX PROPERTIES LLC, a Washington Limited Liability corporation**

**By:** \_\_\_\_\_

**Its:**

**Date:** \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Ripp, to me known to be the Chief Executive Officer of the Port of Camas Washougal, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Maddix Properties LLC, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION – ADJUSTED PARCELS 2 AND 10**

**EXHIBIT "B"**

**GENERAL DEPICTION - "SHARED DRIVEWAY" & TEMPORARY TURNAROUND**