

April 29, 2024

**VIA Email - [Jamie.Viveiros@columbiacountyor.gov](mailto:Jamie.Viveiros@columbiacountyor.gov)**

Jamie Viveiros  
Planning Division Manager  
Land Development Services  
230 Strand St.  
St. Helens, OR 97051

**Re: Hafeman Response to Incomplete Letter  
File No. CU 23-12 – Application for Conditional Use Permit Home Occupation**

Dear Ms. Viveiros:

On March 5, 2024, the Columbia County Land Development Services sent our office an incompleteness letter for the above-reference application requiring an updated Shared Parking Agreement signed and notarized by the corporate owners of Hafeman Commercial Properties, LLC and Bart Hafeman. On behalf of Bart Hafeman (the applicant), Davis Wright Tremaine LLP hereby provides the updated Shared Parking Agreement. Pursuant to ORS 215.427(2)(A), this submission provides all the missing information necessary to complete the review of the application.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Davis Wright Tremaine LLP



Caroline Cilek

cc: Client

## Shared Parking Agreement

This Shared Parking Agreement is made by and between Hafeman Commercial Properties, LLC (“Landlord”) and George Bartholomew Hafeman III (“Lake House”) as of April \_29\_, 2024 (“Effective Date”).

### Recitals

- A. Landlord owns and operates a commercial retail plaza (“Plaza”), located at 51913 Columbia Highway, Scappoose Oregon, as shown in Exhibit 1 (“Parking Lot”).
- B. Lake House operates an event venue, located at 51600 SE 9<sup>th</sup> Street in Scappoose, Oregon.

The parties agree:

1. Use of Parking Lot. Landlord will make the Parking Lot, including 16 standard and 4 accessible parking spaces, available to Lake House for event parking and shuttle operations (“Event Parking”) for up to 35 days per year.
2. Parking Schedule. Lake House will give Landlord at least a 10-day notice of intent to use Parking Lot for Event Parking, including the hours of desired use and number of anticipated guests. The Lake House will notify Plaza tenants of Event Parking needs and ensure adequate spaces are available for Lake House use.
3. Onsite Attendant. Lake House will provide an onsite parking attendant for any Event Parking, with the onsite attendant arriving at least 1 hour before the scheduled event time. The onsite attendant will remain on site following any Lake House event until event attendees have left the Parking Lot. The onsite parking attendant will monitor event attendees in the Parking Lot to deter event attendees from causing any disturbances in the Parking Lot. The onsite attendant will flag parking for guests and coordinate the shuttle location.
4. Parking Lot Access. Lake House will provide guests with written instructions for how to access the Parking Lot to ensure proper egress and ingress.
5. Term. This Agreement is valid for one year from the Effective Date and may be extended upon mutual written agreement of the parties.
6. Termination. Should a party breach the provisions of this Agreement, the non-breaching party may terminate this Agreement by delivering a 30-day Notice in writing to the breaching party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has signed this document this 23 day of April, 2024.

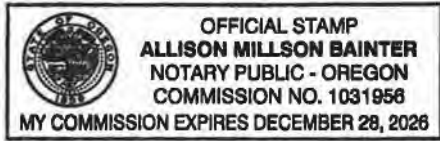
**Hafeman Commercial Properties, LLC**

DocuSigned by:  
Mike Hafeman  
By: Mike Hafeman  
Name: Mike Hafeman  
Its: member

**ACKNOWLEDGMENT**

STATE OF OR)  
) ss.  
County of Multnomah)

This record was acknowledged before me on this 23rd day of April, 2024, by Mike Hafeman, member of Hafeman Commercial Properties, LLC.



DocuSigned by:  
Allison Bainter  
NOTARY PUBLIC – State of OR  
My Commission Expires: 12/28/2026

This document was signed and notarized online using two-way audio and video recording technology.

IN WITNESS WHEREOF, the undersigned has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Hafeman Commercial Properties, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of Hafeman Commercial Properties, LLC.

\_\_\_\_\_  
NOTARY PUBLIC – State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Hafeman Commercial Properties, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Hafeman Commercial Properties, LLC.

\_\_\_\_\_  
NOTARY PUBLIC – State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has signed this document this 23rd day of April, 2024.

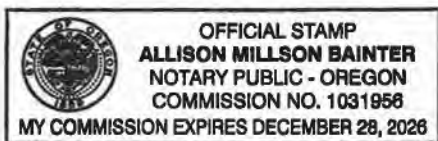
**Hafeman Commercial Properties, LLC**

DocuSigned by:  
By: Rita Semling  
Name: Rita Semling  
Its: Member

**ACKNOWLEDGMENT**

STATE OF OR )  
 ) ss.  
County of Multnomah )


This record was acknowledged before me on this 23rd day of April, 2024, by Rita Semling, member of Hafeman Commercial Properties, LLC.



DocuSigned by:  
Allison Bainter  
\_\_\_\_\_  
NOTARY PUBLIC – State of OR  
My Commission Expires: 12/28/2026

IN WITNESS WHEREOF, the undersigned has signed this document this 29th day of April, 2024.

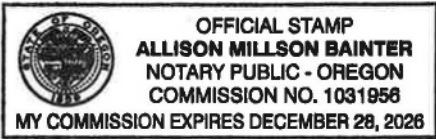
**Hafeman Commercial Properties, LLC**

DocuSigned by:  
  
By: D3EECA360435414  
Name: George B. Hafeman, Jr.  
Its: Owner

**ACKNOWLEDGMENT**

STATE OF OR )  
 ) ss.  
County of Multnomah )

This record was acknowledged before me on this 29th day of April, 2024, by George B. Hafeman, owner of Hafeman Commercial Properties, LLC.



DocuSigned by:  
Allison Bainter  
092ED07995ED4E4  
NOTARY PUBLIC – State of OR  
My Commission Expires: 12/28/2026

This document was signed and notarized online using two-way audio and video recording technology.

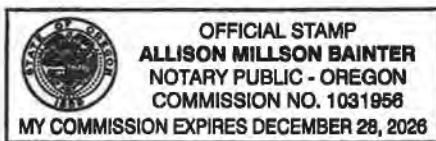
IN WITNESS WHEREOF, the undersigned has signed this document this 23rd day of April, 2024.

DocuSigned by:  
George Bartholomew Hafeman III  
0B3014D0331240B...  
George Bartholomew Hafeman III

**ACKNOWLEDGMENT**

STATE OF OR )  
 ) ss.  
County of Multnomah )

This record was acknowledged before me on this 23rd day of April, 2024, by George Bartholomew Hafeman III.



DocuSigned by:  
Allison Bainter  
0B2ED07995ED4E4  
NOTARY PUBLIC – State of OR  
My Commission Expires: 12/28/2026

This document was signed and notarized online using two-way audio and video recording technology.

## Exhibit 1 Plaza Parking



PARKING COUNT FOR HAFEMAN PLAZA	
LIT 1200:	STANDARD: 27 STALLS ACCESSIBLE: 3 STALLS
LIT 1300:	STANDARD: 10 STALLS ACCESSIBLE: 3 STALLS
<b>TOTAL COUNT:</b>	<b>STANDARD: 37 STALLS</b> <b>ACCESSIBLE: 6 STALLS</b>