

**PORT OF BROOKINGS HARBOR**  
**Board of Commissioners**  
**Special Meeting Agenda**  
Port Office  
16340 Lower Harbor Rd  
Brookings OR 97415

**Thursday, June 29, 2017 • 6:00 pm**

<b><u>Agenda</u></b>	<b><u>Page</u></b>
1. Call to Order and Roll Call	
2. Approval of Agenda	
3. Agenda Related Public Comments *	
4. Old Business	
a. BC Fisheries Lease Amendment	1
5. New Business	
a. Postpone Rate Increases and Changes at RV Park and Gear Storage	40
d. OSMB Parking Lot Grant Punchlist Items affecting Proposed OSMB Grant	47
6. Non-Agenda Related Public Comments *	
7. Adjournment	

\* Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the Chairman prior to the beginning of the meeting.

*FULL MEETING PACKET AVAILABLE AT [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

## OLD BUSINESS AGENDA ITEM

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**DATE:** *June 29, 2017*  
**RE:** *BC Fisheries Lease Amendment Proposal*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- BC Fisheries dock renovation is substantially completed to proceed with the lease amendment per the current lease agreement.
- Port staff could not find the documents presented in the Executive Meeting of July 7, 2015. The Board approved and signed the BC Fisheries lease agreement presented in the July 7, 2015 executive meeting.
- I contacted Port Legal Counsel regarding the October 21, 2015 Amended and Restated Lease.

### DOCUMENTS

- BC Fisheries proposed lease amendment, 6 pages.
- BC Fisheries Lease July 1, 2015, 13 pages.
- BC Fisheries Amended and Restated Lease October 21, 2015.
- Draft Lease Amendment, under review with Jim Coffey.

### COMMISSIONERS ACTION

- Board discussion and approval to proceed with draft a lease amendment.



# BC Fisheries, LLC

Date: 06/08/2017

Attn: Gary Dehlinger  
Port of Brookings Harbor  
P.O. Box 7140  
Brookings, Oregon 97415

RE: Leases Amendment

Dear Gary,

Regarding amending BC Fisheries' lease now that the dock is substantially completed. BCF has approximately 21,875 square feet at \$0.045 per foot equaling \$984.38 per month. BCF has 3600 square feet of dock at \$0.63 equaling \$2,268.00 per month, 9912 square feet of bare ground at \$0.045 per foot equaling \$446.00 per month. BCF would like to add 6,000 square feet of area "2", of the attached aerial view, at \$0.045 per square foot for \$270.00 per month.

As per the FDA Bio-terrorism Act 2002, BCF is required to secure the food processing facility site with fences and gates as per the proposed exhibit E.

\$3,968.42 a month or \$47,621.04 per year is approximately \$7,000.00 a year more than original lease. As BCF added 6,000 square feet, and rates have tripled from our other ground lease rates, I believe this to be acceptable to all parties.

Sincerely,

Michael W. Manning  
Managing Member

ALTA/A.C.S.M. LAND TITLE SURVEY  
BEING A PORTION OF THE SW 1/4, SE 1/4, SECTION 5,  
T41S, R13W, W4M,  
BROOKINGS, CURRY COUNTY, OREGON

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-14-01 BY 60322 UCBAW

RECORDED 578-N-30-1643  
OF THE PUBLIC RECORDS OF THE  
COUNTY SURVEY #41-1624  
THE POINT OF BEGINNING  
ON THE EAST PART OF THE  
N.E. 1/4 OF SEC. 34, T. 40 N., R. 10 E.

GN5037

$$\begin{aligned} \mathcal{L}_1(\mathbf{u}, \mathbf{v}) &= \frac{1}{2} \|\mathbf{u} - \mathbf{v}\|_2^2 \\ \mathcal{L}_2(\mathbf{u}, \mathbf{v}) &= \frac{1}{2} \|\mathbf{u} - \mathbf{v}\|_2^2 + \frac{1}{2} \|\mathbf{u}\|_2^2 + \frac{1}{2} \|\mathbf{v}\|_2^2 \end{aligned}$$
[illegible][illegible]

• 1998年12月1日

**Figure 1**

[illegible]PROFESSIONAL  
AND SURVIVOR

FOUND 2-1/2" BRASS DISK  
IN ASPHALT PARKING LOT  
ADJACENT TO  
CLARK COUNTY JAIL

[illegible]

SCALE 1" = 20'

1114

13



**EXHIBIT "B"**  
**BC Fisheries Processing**  
**Plant Lease**

**21,996 SF +/-**



Google earth

Imagery Date: 07/2013 43°07'55.58"N 124°16'02.07"W elev: 15 ft eye alt: 951 ft



EXHIBIT "C"  
BC Fisheries Dock

Dock 20'x180'  
3,600 SF

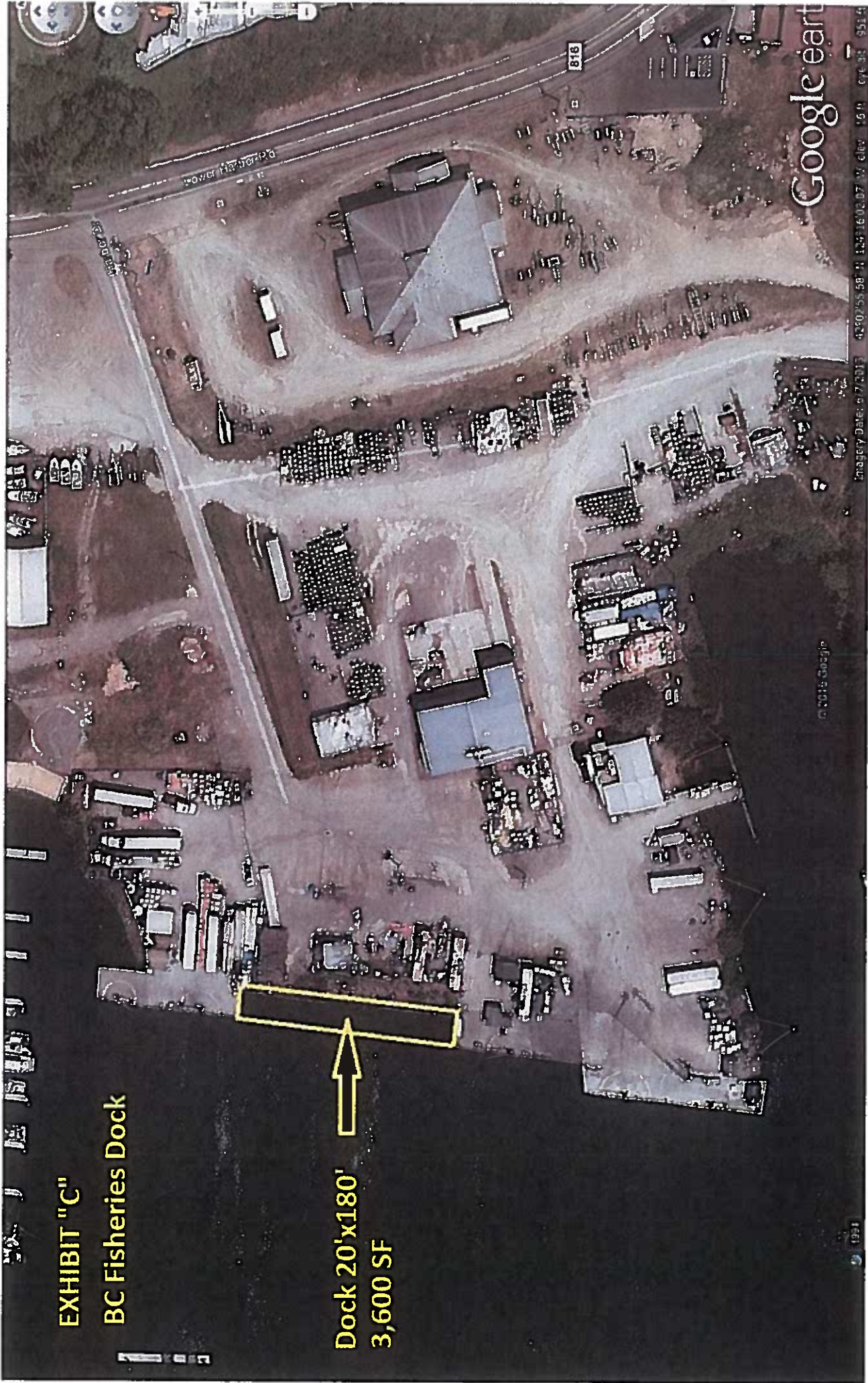




EXHIBIT "D"





# EXHIBIT "E"

## Proposed Security Fence

Connect to Existing Fence



Gate

Gate

Gate

Google earth

Images date: 6/7/2013 42° 02' 55.50" N 124° 16' 01.07" W elev: 164' eye alt: 551m



## LEASE

This lease is made and entered into at Brookings, Oregon this 1<sup>st</sup> day of July, 2015, by and between the **Port of Brookings Harbor** (the Landlord) and **B C Fisheries, LLC or Assigns** (the Tenant).

1. **Leased Premises.** Landlord hereby leases to Tenant the following described properties located in the Port of Brookings Harbor on the terms and conditions stated below:
  - a. Please see attached Exhibit "A." The property described is that parcel formerly described as the "Eureka Fisheries Parcel," and that additional area that formerly was the site of an over-water commercial unloading dock.
2. **Lease Term.**
  - a. The initial term of the lease for the Dock Premises shall commence on the **1st day of July, 2015**, and shall continue through the **30<sup>th</sup> day of June, 2045**. The Base Rental of the lease of the Dock Premises shall be the sum of **FOUR HUNDRED FORTY AND 00/00 DOLLARS (\$440.00) (U.S.) per month**, payable in advance on the first day of each month commencing on the 1<sup>st</sup> day of July, 2015.
  - b. Parties acknowledge and agree that this lease is made in contemplation of substantial development and improvement upon the leased premises paid for primarily by Lessee. Certain improvements and additions, including but not limited to construction of a commercial unloading dock, will be paid for by Lessor. Upon completion of these improvements and implementation of the project's business purpose (seafood processing), parties further agree that the ground leased herein, along with improvements and additions constructed and paid for by Lessor will be re-appraised and a new lease rate reflecting a commercially reasonable rate comparable to like improvements provided elsewhere by Lessor shall be substituted as the accepted rate. It is contemplated by both the Lessor and the Lessee that this rate, for both the leased ground and the contemplated unloading dock will be roughly \$40,000.00 per year.
  - c. Upon the termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part as to one or the other premises, for one (1) additional thirty (30) year term at the same terms and conditions subject to normal increases and accelerators, provided Tenant is not in default of this lease at the time the option is exercised. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time. Additionally, new terms and conditions shall consider any improvements made to the premises and such improvements shall be reflected in any

modification of the lease terms, including but not limited to price and/or use. Tenant is not restricted from improving site from unimproved bare ground to area usable for handling seafood products, including fixtures as approved by landlord.

d. Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of tenant's intent to exercise all or any portion of Tenant's option to extend the lease.

**3. Rent Payment.** Tenant shall pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset, except as set forth herein. Base rent shall increase annually, on each anniversary of the lease commencement beginning on the second and continuing each subsequent year in the same percentage of increase as the Consumer Price Index – all items – Western Urban Index increased for the previous twelve (12) months. Base rent shall include all prior percentage increases. In no case shall the minimum base rent be less than the initial base rent for this lease. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Leased Premises. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the lease, a new Base Rent will be established. Rent not paid when due shall bear an automatic \$35.00 late fee each month if not paid by the 10<sup>th</sup> of the month due.

**4. Security Deposit.** Upon execution of the lease, Tenant shall pay the sum of \$440.00 as a security deposit. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

**5. Use.** Tenant shall use the Dock Premises and work area to off load and process fish, crab and other product from commercial boats, and for no other purpose without Landlord's written consent. Tenant is entitled to the exclusive use of the hoist owned by Landlord. In connection with its use of the Leased Premises, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.

**6. Relocation.** Landlord, during the term of this lease, may need to relocate the existing hoists on the Dock Premises. In the event that such a relocation becomes necessary, Landlord shall provide Tenant a similar location that will be suitable for handling commercial boats and which will allow Tenant the same facilities as are described in Exhibits "A" and "B", at no cost to Tenant associated with such relocation of the hoists.



7. **Equipment.** Tenant shall install in the Leased Premises only such equipment as is customary for the intended use and shall not overload the dock or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant shall remain Tenant's property and shall be installed and operated at Tenant's expense.

8. **Sign.** No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Leased Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.

9. **Utilities and Services.** Landlord shall furnish all utilities up to the Leased Premises and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service, and shall make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant shall make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, and Landlord shall take all reasonable steps to correct any interruption in service.

#### 10. **Maintenance and Repair - Tenant**

a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements and the repairs listed on Exhibit D, excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof, except as hereinafter listed on Exhibit D. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall maintain the Leased Premises, including the hoist and dock structures, in the condition existing at time of leasing, normal wear and tear excepted. Landlord may inspect repairs, and may declare a default if the Leased Premises are not deemed in good repair after written notice of thirty (30) days for the dock and ten (10) days for the hoist itself.

c. Tenant shall be responsible for controlling and preventing any usage of the Leased Premises which exceeds 26,000 pounds per square inch, by their invitees or other persons utilizing the facility in connection with the permitted usage described herein. Tenant shall be responsible for damages and/or repairs to the Leased Premises which result from overload of the dock, hoist or storage facility by the invitees of Tenant or persons utilizing the structure in connection with Tenant's business.

d. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 11.

e. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 11.

f. If Tenant fails to perform Tenant's obligations under this Section 10 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

g. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

**11. Maintenance and Repair - Landlord's Obligations.** The following shall be the responsibility of Landlord:

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.



c. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.

d. Repair and maintain any structural element with respect to the Leased Premises.

**12. Alterations.** Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises.

**13. Indemnity.**

a. Tenant shall not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant shall defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

b. Landlord shall not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Landlord, Tenant will have the option in its sole discretion to require

Landlord to post a Surety Bond within ten (10) days at Landlord's expense or to pay and discharge the lien, and Landlord agrees to reimburse Tenant promptly upon demand. These Tenant remedies are not exclusive as Tenant has other remedies as provided by law. Landlord hereby waives all claims against Tenant for damage to any property or injury, illness, or death of any person in, upon, or about the property owned by Landlord other than the Leased Premises arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Tenant, its officers, employees, invitees, licensees or agents. Landlord shall defend, indemnify and hold Tenant harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the negligence or willful act of Tenant, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused by the act, negligence, omission, or fault of Landlord, its agents, servants, employees, invitees, or licensees. Tenant shall have no liability to Landlord because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties unrelated to Tenant's business. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**14. Insurance.** Tenant shall carry liability insurance and fire insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as additional insured and additional loss payee and covering the liability insured under Paragraph 15 of this Lease. Tenant shall furnish a certificate evidencing such insurance which shall state, if possible, that the coverage shall not be cancelled or materially changed without ten (10) days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at lease ten (10) days prior to expiration of any policy.

**15. Exemption of Landlord from Liability.** Except as otherwise stated herein, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor shall Tenant be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Except as otherwise stated herein, Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

**16. Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-



damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

**17. Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises.

**18. Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

**19. Assignment and Subletting.** This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord shall not unreasonably withhold or delay its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Leased Premises for comparable space and the proposed Tenant has been approved by Landlord in writing. A new base rent may be established for the remainder of the lease at the sole option of the Landlord. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed sub-tenant or assignee, or any third party. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.

**20. Default.**

a. Any of the following shall constitute a default by Tenant under this lease:

1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.

3. Assignment or subletting by Tenant in violation of Section 19 above.

4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.

5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

b. Any of the following shall constitute a default by Landlord under this lease:

1. Landlord's failure to comply with any term or condition within twenty (20) days following written notice from Tenant specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Landlord commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

2. Landlord's insolvency, business failure or assignment for the benefit of its creditors. Landlord's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Landlord's property.

**21. Remedies for Default.** In case of default as described in Section 20 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law.

a. Landlord may terminate the lease and reenter and retake possession of the Leased Premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.

b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

**22. Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies shall be complied with as if part of this lease.

**23. Access.** During times other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

**24. Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid,



to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

**25. Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the beholder of the encumbrance to evidence this subordination.

**26. Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

**27. Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration.

**28. Attorney's Fees.** In any litigation or arbitration arising out of this lease, the prevailing party shall be entitled to recover attorney fees, costs and expert witness fees, if any, at trial, on any appeal, or in any other proceeding.

**29. Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Leased Premises or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises. Notwithstanding the above, Landlord reserves to itself a right of access over and across the dock leased herein, provided that such access does not unreasonably interfere with Tenant's use of the Leased Premises.

**30. Complete Lease.** This lease and the attached Exhibits, constitute the entire agreement of the parties and supersedes all prior written and oral agreements and

representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.

**31. Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

**32. Real Property Taxes.**

**a. Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 32.b., applicable to Tenant's portion of the Port as represented by the lease.

**b. Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

**33. Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.

**34. Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

**35. Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents, and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

**36. "As-is".** This lease is not subject to any implied warranties, but is leased "as is".

**37. Intentionally Omitted**

**38. Arbitration.** Any controversy or claim arising out of or relating to this lease, including without limitation, the making, performance, or interpretation of this lease shall be settled by arbitration. If the Landlord or Tenant disagree whether the either is legally entitled to recover damages under this lease, then either Landlord or Tenant may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration

before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. The party seeking arbitration shall give written notice to that effect to the other and shall, in that notice, select an arbitrator. Within 15 days thereafter, the other party shall by written notice either agree to the arbitrator selected or suggest another person to act as arbitrator. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court for Curry County, Oregon. Landlord and Tenant will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each is obligated to pay one half of the arbitrator's fee.

Unless otherwise agreed the arbitration shall be conducted in Curry County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450 (1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties.

If arbitration is commenced, this contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this lease, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this contract.

The duty to arbitrate shall survive the cancellation or termination of this lease.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

**PORT OF BROOKINGS-HARBOR,**

**Landlord**

By: [Signature]

Name: \_\_\_\_\_

By: [Signature]

Name: 1

Title: currier



Title: \_\_\_\_\_

Mailing Address: P.O. Box 7140

Brookings or 97415

Phone: 541-531-1827

Michael Wayne Manning  
Michael Wayne Manning

Zjane Pearl Manning  
Zjane Pearl Manning

## AMENDED AND RESTATED LEASE

This Amended and Restated Lease (this "Lease") is made and entered into at Brookings, Oregon this 21<sup>st</sup> day of October, 2015, by and between the **Port of Brookings Harbor** (the "Landlord") and **BC Fisheries, LLC, or its successors or assigns** (the "Tenant"). This Lease is intended to replace and supersede that previous Lease between Landlord and Tenant dated July 1, 2015.

### RECITALS

A. Landlord is the owner of that certain real property located at 16263 Harbor Drive, Brookings, Oregon 97415, and legally described on Exhibit A attached hereto and incorporated herein by reference and formerly known as the "Eureka Fisheries Parcel" together with that additional area that was formerly the site of an over-water commercial unloading dock (collectively, the "Property").

B. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, under the terms and conditions set forth below.

C. Tenant desires to finance the development, construction, and equipping of a fish processing facility located at the Property (the "Project").

D. Landlord acknowledges that Tenant has obtained or will obtain financing for the Project (the "Sub-CDE Loans") from Craft3 Investment II, LLC, an Oregon limited liability company (the "Craft3 Sub-CDE"), pursuant to a Loan Agreement and related documents dated on or about the date hereof (collectively, the "Craft3 Loan Documents"), and that such financing will require Tenant to grant liens upon and security interests in all of the rights, title, and interests of Tenant in the Property (the "Leasehold Interest") pursuant to a leasehold deed of trust (the "Craft3 Leasehold Deed of Trust"). The Sub-CDE Loans made by the Craft3 Sub-CDE are intended to satisfy the requirements of Section 45D of the Internal Revenue Code of 1986, as amended (the "Code").

E. Landlord acknowledges that Tenant has obtained or will obtain the Sub-CDE Loans from Pacesetter CDE XXIV, LLC, a Texas limited liability company (the "Pacesetter Sub-CDE" and, together with Craft3 Sub-CDE, the "Sub-CDEs"), pursuant to a Loan Agreement and related documents dated on or about the date hereof (collectively, the "Pacesetter Loan Documents" and, together with the Craft3 Loan Documents, the "Loan Documents"), and that such financing will require Tenant to grant liens upon and security interests in the Leasehold Interest pursuant to a leasehold deed of trust (the "Pacesetter Leasehold Deed of Trust" and, together with the Craft3 Leasehold Deed of Trust, the "Leasehold Deeds of Trust"). The Sub-CDE Loans made by the Pacesetter Sub-CDE are intended to satisfy the requirements of Section 45D of the Code.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Leased Premises.** Landlord hereby leases to Tenant the Property on the terms and conditions stated below.

2. **Lease Term.**

a. The initial term of this Lease shall commence on the 1<sup>st</sup> day of July, 2015, and shall continue through December 31, 2045 (the "Initial Term"). The Base Rental of the lease of the Dock Premises shall be the sum of **FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$440.00) (U.S.) per month**, payable in advance on the first day of each month commencing on the 1<sup>st</sup> day of July, 2015.

b. Parties acknowledge and agree that this Lease is made in contemplation of substantial development and improvement upon the Property paid for primarily by Tenant. Landlord hereby consents to the construction and development of a fish processing facility and related improvements by Tenant in accordance with the plans previously delivered by Tenant to Landlord. Certain improvements and additions, including but not limited to construction of a commercial unloading dock, will be paid for by Tenant. Upon completion of these improvements and implementation of the project's business purpose (seafood processing), parties further agree that the ground leased herein, along with improvements and additions constructed and paid for by Lessor (if any) will be re-appraised and a new lease rate reflecting a commercially reasonable rate comparable to like improvements provided elsewhere by Lessor shall be substituted as the accepted rate. It is contemplated by both the Lessor and the Lessee that this rate, for both the leased ground and the contemplated unloading dock will be approximately \$40,000.00 per year.

c. Landlord grants to Tenant the option to renew this Lease for all or part of the Property, as determined by Tenant, for one (1) additional thirty (30) year term on the same terms and conditions stated herein subject to normal increases and accelerators, provided that Tenant is not in default of this Lease at the time the option is exercised. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time. Additionally, new terms and conditions shall consider any improvements made to the Property paid for by Landlord and such improvements shall be reflected in any modification of the terms of the Lease, including but not limited to price and/or use.



d. Tenant shall notify the Landlord in writing not more than one hundred eighty (180) days nor less than ninety (90) days prior to expiration of the Lease of tenant's intent to exercise all or any portion of Tenant's option to extend the Lease.

3. **Rent Payment.** Tenant shall pay the base rent for the Property and any additional rent provided herein without deduction or offset, except as set forth herein. Base rent shall increase annually, on each anniversary of the effective date of this Lease beginning on the second such anniversary and continuing each subsequent year in the same percentage of increase as the Consumer Price Index – all items – Western Urban Index increased for the previous twelve (12) months. Base rent shall include all prior percentage increases. In no case shall the minimum base rent be less than the initial base rent for this Lease. Rent for any partial month during the Term shall be prorated to reflect the number of days during the month that Tenant occupies the Property. Additional rent means any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear an automatic Thirty Five Dollar (\$35.00) late fee each month if not paid by the tenth (10th) day of the month due.

4. **Security Deposit.** Upon execution of the Lease, Tenant shall pay the sum of Four Hundred Forty and No/100 Dollars (\$440.00) as a security deposit. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this Lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the Term.

5. **Use.**

a. Tenant shall use the Property and work area to offload and process fish, crab and other product from commercial fishing boats, and for no other purpose without Landlord's written consent, which will not be unreasonably withheld, conditioned, or delayed. Tenant is entitled to the exclusive use of the hoist owned by Landlord and located on the Property. In connection with its use of the Property, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Landlord, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Landlord, wherever located. Tenant shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Property.

b. Notwithstanding anything to the contrary, Tenant (and any subtenant) is expressly prohibited from conducting any trade or business at the Demised Premises consisting of the following (each, an "Excluded Use"): (i) rental to others for residential rental property (as defined in Section 168(e)(2)(A) of the Code); (ii) the operation of any of the following: (1) private or commercial golf course; (2) country club; (3) massage parlor, hot tub facility, or suntan facility; (4) race track or other facility used for gambling; (5) store the

principal business of which is the sale of alcoholic beverages for consumption off premises; (6) the development or holding of intangibles for sale or license; or (7) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code).

6. **Relocation.** During the Term of this Lease, Landlord may need to relocate the existing hoists on the Property. In the event that such a relocation becomes necessary, Landlord shall provide Tenant a similar location that will be suitable for handling commercial boats and which will allow Tenant the same facilities as are described in Exhibit A attached hereto at no cost to Tenant associated with such relocation of the hoists.

7. **Equipment.** Tenant shall install in the Property only such equipment as is customary for the intended use and shall not overload the dock or electrical circuits of the Property or alter the plumbing or wiring of the Property, without the written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant shall remain Tenant's property and shall be installed and operated at Tenant's expense.

8. **Sign.** No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Property without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.

9. **Utilities and Services.** Landlord shall furnish all utilities up to the Property, and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service, and shall make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant shall make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Property. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Property, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, and Landlord shall take all reasonable steps to correct any interruption in service.

#### 10. **Maintenance and Repair - Tenant**

a. Tenant is at all times during the Term, and at Tenant's sole cost and expense, obligated to keep the entire of the Property and every part thereof in good condition and repair; ordinary wear and tear and damage to the Property by earthquake, act of God, or the elements, excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Property or any part thereof. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of

repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall maintain the Property, including the hoist and dock structures, in the condition existing at time of leasing, normal wear and tear excepted. Landlord may inspect repairs, and may declare a default if the Property are not deemed in good repair after written notice of thirty (30) days for the dock and ten (10) business days for the hoist itself.

c. Tenant shall be responsible for controlling and preventing any usage of the Property which exceeds 26,000 pounds per square inch, by their invitees or other persons utilizing the facility in connection with the permitted usage described herein. Tenant shall be responsible for damages and/or repairs to the Property which results from overload of the dock, hoist or storage facility by the invitees of Tenant or persons utilizing the structure in connection with Tenant's business.

d. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 11.

e. Tenant is responsible for all other repairs to the Property which Landlord is not required to make under Section 11.

f. If Tenant fails to perform Tenant's obligations under this Section 10 or under any other Section of this Lease, Landlord may enter upon the affected portion of the Property after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Property in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

g. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Property to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Property shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Property prior to the commencement of the Lease, in good operating condition.

**11. Maintenance and Repair - Landlord's Obligations.** The following shall be the responsibility of Landlord:



- a. Provide adequate means of ingress and egress to the Property.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Property.
- d. Repair and maintain any structural element with respect to the Property.

**12. Alterations.** Except as otherwise provided herein, Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Property to the original condition upon termination of this Lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Property, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Property.

**13. Indemnity.**

a. Tenant shall not allow any liens to attach to the Property or Tenant's interest in the Property as a result of its activities (other than the Leasehold Deeds of Trust and any other liens related to the Property or any improvements constructed thereon by Tenant in favor Sub-CDEs (collectively, "Permitted Encumbrances")). In the event that a materialman, mechanic's, or other lien (other than a Permitted Encumbrance) is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a surety bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Property arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant shall defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person: (a) occurring in or on the Property or any part thereof arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Property when such damage, injury, illness, or death shall be caused by the willful misconduct or gross negligence of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or

by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

b. Landlord shall not allow any liens to attach to the Property or Tenant's interest in the Property as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Landlord, Tenant will have the option in its sole discretion to require Landlord to post a surety bond within ten (10) days at Landlord's expense or to pay and discharge the lien, and Landlord agrees to reimburse Tenant promptly upon demand. These Tenant remedies are not exclusive as Tenant has other remedies as provided by law including requiring Landlord to pay for Tenant's attorney fees and costs relating to any such lien. Landlord hereby waives all claims against Tenant for damage to any property or injury, illness, or death of any person in, upon, or about the property owned by Landlord other than the Property arising at any time and from any cause whatsoever other than by reason of the negligence or willful act of Tenant, its officers, employees, invitees, licensees or agents. Landlord shall defend, indemnify and hold Tenant harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person: (a) occurring in or on the Property or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Tenant, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Property when such damage, injury, illness, or death shall be caused by the act, negligence, omission, or fault of Landlord, its agents, servants, employees, invitees, or licensees. Tenant shall have no liability to Landlord because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties unrelated to Tenant's business. The provisions of this paragraph shall survive the termination of this Lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**14. Insurance.** Tenant shall carry liability insurance and fire insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as additional insured and additional loss payee and covering the liability insured under Section 15 of this Lease. Tenant shall furnish a certificate evidencing such insurance which shall state, if possible, that the coverage shall not be cancelled or materially changed without ten (10) days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at lease ten (10) days prior to expiration of any policy.

**15. Exemption of Landlord from Liability.** Except as otherwise stated herein, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Property or other any other property owned by Landlord (collectively with the Property, the "Port"), nor shall Tenant be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Property or upon other portions of the Port, or from

other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Except as otherwise stated herein, Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Landlord.

**16. Major Damage.** Major damage means damage by fire or other casualty to the Property that causes the Property or any substantial portion of the Property to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Property to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after such date. If this Lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Property to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Property not useable by Tenant.

**17. Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Property and any alterations or Tenant improvements it has made to the Property.

**18. Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Property or a portion sufficient to render the Property unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Property for the purpose intended. Unless this Lease is terminated as provided in this Section, Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Property caused by the taking. All condemnation proceeds relating to the Property shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking. All condemnation proceeds relating to any improvements constructed on the Property by or on behalf of Tenant shall belong to Tenant, and Landlord shall have no claims against Tenant or the condemnation award because of the taking.

**19. Assignment and Subletting.** This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this Lease or sublet all or any portion of the Property without first obtaining Landlord's consent in writing, which consent may not be unreasonably withheld, conditioned or delayed. No assignment or sublease shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord

shall not unreasonably withhold or delay its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Property for comparable space and the proposed Tenant has been approved by Landlord in writing. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, and such sublease or assignment is for a term that is co-terminus with the Initial Term or any renewal term, Landlord shall have the option of terminating this Lease and dealing directly with the proposed sub-tenant or assignee, or any third party. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees. Notwithstanding the foregoing, Tenant shall not assign, sublease, or sublet (or permit the assignment, subleasing, or subletting of or other use of) all or any portion of the premises to any party engaged in an Excluded Use.

**20. Default.**

a. Any of the following constitutes a default by Tenant under this Lease:

1. Tenant's failure to pay rent or any other charge under this Lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this Lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.

3. Assignment or subletting by Tenant in violation of Section 19 above.

4. Vacation or abandonment of the Property for more than three (3) months without the written consent of Landlord.

5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

b. Any of the following shall constitute a default by Landlord under this Lease:

1. Landlord's failure to comply with any term or condition within twenty (20) days following written notice from Tenant specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be



satisfied if Landlord commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

2. Landlord's insolvency, business failure or assignment for the benefit of its creditors. Landlord's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Landlord's property.

**21. Remedies for Default.** In case of default as described in Section 20 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law.

a. Landlord may terminate the Lease and reenter and retake possession of the Property, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to re-let the Property shall be sufficient if Landlord follows its usual procedures for finding tenants for the Property at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.

b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default. Landlord may sue periodically to recover damages as they occur throughout the Term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease. Such damages shall be measured by the difference between the rent under this Lease and the reasonable rental value of the Property for the remainder of the Term, discounted to the time of judgment at the prevailing interest rate on judgments.

c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

**22. Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce commercially reasonable regulations or policies consistent with this Lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Property, then Tenant may terminate this Lease. All such regulations and policies shall be complied with as if part of this Lease.

23. **Access.** During times other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Property. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Property at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance and repairs to the Property, or to show the Property to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least twenty-four (24) hours' prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Property by Tenant.

24. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Property. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

25. **Subordination.** Landlord acknowledges that Tenant has obtained or will be obtaining the Sub-CDE Loans and granting liens and security interests in its Leasehold Interest pursuant to the Leasehold Deeds of Trust. The treatment of such liens and security interests are addressed in that certain Subordination, Non-Disturbance and Attornment Agreement by and among Landlord, Tenant, and Sub-CDEs dated as of the date hereof.

26. **Transfer of Premises.** If the Property is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this Lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

27. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge, and deliver to the other party a certificate whether or not this Lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration.

28. **Attorney's Fees.** In any litigation or arbitration arising out of this Lease, the prevailing party shall be entitled to recover attorney fees, costs and expert witness fees, if any, at trial, on any appeal, or in any other proceeding.

29. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this Lease, it shall be entitled to peaceable and undisturbed possession of the Property free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Property or third parties, nor any liability for any reason which exceeds the value of its interest in the Property. Notwithstanding the above, Landlord reserves to itself a right of access over and across the dock leased herein, provided that such access does not unreasonably interfere with Tenant's use of the Property.

30. **Complete Lease.** This Lease and the attached Exhibit constitute the entire agreement of the parties and supersedes all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this Lease must be in writing and signed by both parties.

31. **Nonwaiver.** Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

32. **Real Property Taxes.**

a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in Section 32.b, applicable to Tenant's portion of the Port as represented by the Lease.

b. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

33. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.

34. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

35. **Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents, and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

36. "As-is". This Lease is not subject to any implied warranties, but is leased "as is".

37. **Leasehold Deeds of Trust.** Landlord acknowledges that Tenant has obtained or will be obtaining the Sub-CDE Loans from Sub-CDEs, which is secured by the Leasehold Deeds of Trust, and that Tenant has entered or will enter the Loan Documents. The proceeds of such financing will be used to finance the construction and development of the Project to be used by Tenant. Landlord further acknowledges that the terms of the Loan Documents impose covenants and obligations upon Tenant, the performance and observance of which will (in whole or in part) be dependent on Tenant's actions and inactions as tenant of the Property. Tenant has provided to Landlord copies of such Loan Documents, and Landlord has reviewed, is familiar with, and consents to the provisions of such Loan Documents.

38. **Arbitration.** Any controversy or claim arising out of or relating to this Lease, including without limitation, the making, performance, or interpretation of this Lease shall be settled by arbitration. If the Landlord or Tenant disagree whether the either is legally entitled to recover damages under this Lease, then either Landlord or Tenant may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. The party seeking arbitration shall give written notice to that effect to the other and shall, in that notice, select an arbitrator. Within fifteen (15) days thereafter, the other party shall by written notice either agree to the arbitrator selected or suggest another person to act as arbitrator. If the parties cannot agree within thirty (30) days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court for Curry County, Oregon. Landlord and Tenant will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each is obligated to pay one half of the arbitrator's fee.

Unless otherwise agreed the arbitration shall be conducted in Curry County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450 (1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties.

If arbitration is commenced, this contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. The parties agree that all facts and other information



relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this contract.

The duty to arbitrate shall survive the cancellation or termination of this Lease.

[Remainder of page left intentionally blank; Signatures on following page]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

**LANDLORD:**

**PORT OF BROOKINGS HARBOR**

By: 

Name: Roy C. Davis

Title: Chairman

**TENANT:**

**BC FISHERIES, LLC**

By: 

Name: Mike Manning

Title: Manager

## EXHIBIT A

### Legal Description

Real property in the County of Curry, State of Oregon, described as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 15°41'56" WEST A DISTANCE OF 2,380.35 FEET FROM A 2 1/2" BRASS CAP IN ASPHALT SET AT THE NORTHWEST CORNER OF D.L.C. 40;  
THENCE SOUTH 84°33'30" WEST A DISTANCE OF 113.84 FEET;  
THENCE NORTH 06°26'11" EAST A DISTANCE OF 173.57 FEET;  
THENCE NORTH 82°49'14" EAST A DISTANCE OF 126.36 FEET;  
THENCE SOUTH 06°11'46" EAST A DISTANCE OF 158.49 FEET;  
THENCE SOUTH 25°56'47" WEST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THE ABOVE DESCRIPTION ARE OREGON STATE PLANE - SOUTH ZONE AND ARE BASED ON A LINE BETWEEN CONTROL MONUMENTS #1 AND #2 AS INDICATED ON COUNTY SURVEY #41-1623 PREPARED BY OBEC CONSULTING ENGINEERS, TO BEAR NORTH 27°44'55" WEST A DISTANCE OF 639.37 FEET.

TOGETHER WITH THE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, being more particularly described as follows:

BEGINNING at a set iron rebar with a blue plastic cap stamped "OBEC", said point being North 15°41'56" West 2,380.35 feet from a found 2-1/2" brass cap in asphalt stamped " NW corner DLC 40 1980". Said point also being the southerly most southeast corner of the BC Fisheries Lease Parcel; thence along the easterly line of said BC Fisheries Lease Parcel as follows: North 25°56'57" East, 22.15 feet to a set iron rebar with a blue plastic cap stamped "OBEC"; thence North 6°11'46" West, 158.50 feet to a set iron rebar with a blue plastic cap stamped "OBEC" at the northeast corner of said BC Fisheries Lease Parcel; thence leaving said easterly line of said BC Fisheries Lease Parcel North 82°48'53" East, 41.22 feet; thence South 6°36'50" East, 8.92 feet; thence North 58°46'14" East, 453.37 feet more or less to a point on the westerly right-of-way line of Lower Harbor Road; thence along said westerly right-of-way line along a 406.20 feet radius curvet to the left (the long chord bears South 25°56'02" East, 25.11 feet) 25.11 feet; thence leaving said westerly right-of-way line South 58°46'14" West, 462.40 feet; thence South 6°34'26" East, 140.56 feet to a found railroad spike; thence South 82°42'40" West, 54.30 feet to the POINT OF BEGINNING, containing 18,971 square feet, more or less.

Bearings are based upon a line between control monuments #1 and #2 as indicated in Curry County Survey #41-1623 prepared by OBEC Consulting Engineers.

41-13-5

PAGE 1 of 3

## EXHIBIT A

### Legal Description

Real property in the County of Curry, State of Oregon, described as follows:

West - appears to be  
a scriviners error

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 15°41'56" WEST A DISTANCE OF 2,380.35 FEET FROM A 2 1/2" BRASS CAP IN ASPHALT SET AT THE NORTHWEST CORNER OF D.L.C. 40;  
THENCE SOUTH 84°33'30" WEST A DISTANCE OF 113.84 FEET;  
THENCE NORTH 06°26'11" EAST A DISTANCE OF 173.57 FEET;  
THENCE NORTH 82°49'14" EAST A DISTANCE OF 126.36 FEET;  
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THENCE SOUTH 25°56'47" WEST A DISTANCE OF 22.15 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THE ABOVE DESCRIPTION ARE OREGON STATE PLANE - SOUTH ZONE AND ARE BASED ON A LINE BETWEEN CONTROL MONUMENTS #1 AND #2 AS INDICATED ON COUNTY SURVEY #41-1623 PREPARED BY OBEC CONSULTING ENGINEERS, TO BEAR NORTH 27°44'55" WEST A DISTANCE OF 639.37 FEET.

TOGETHER WITH THE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

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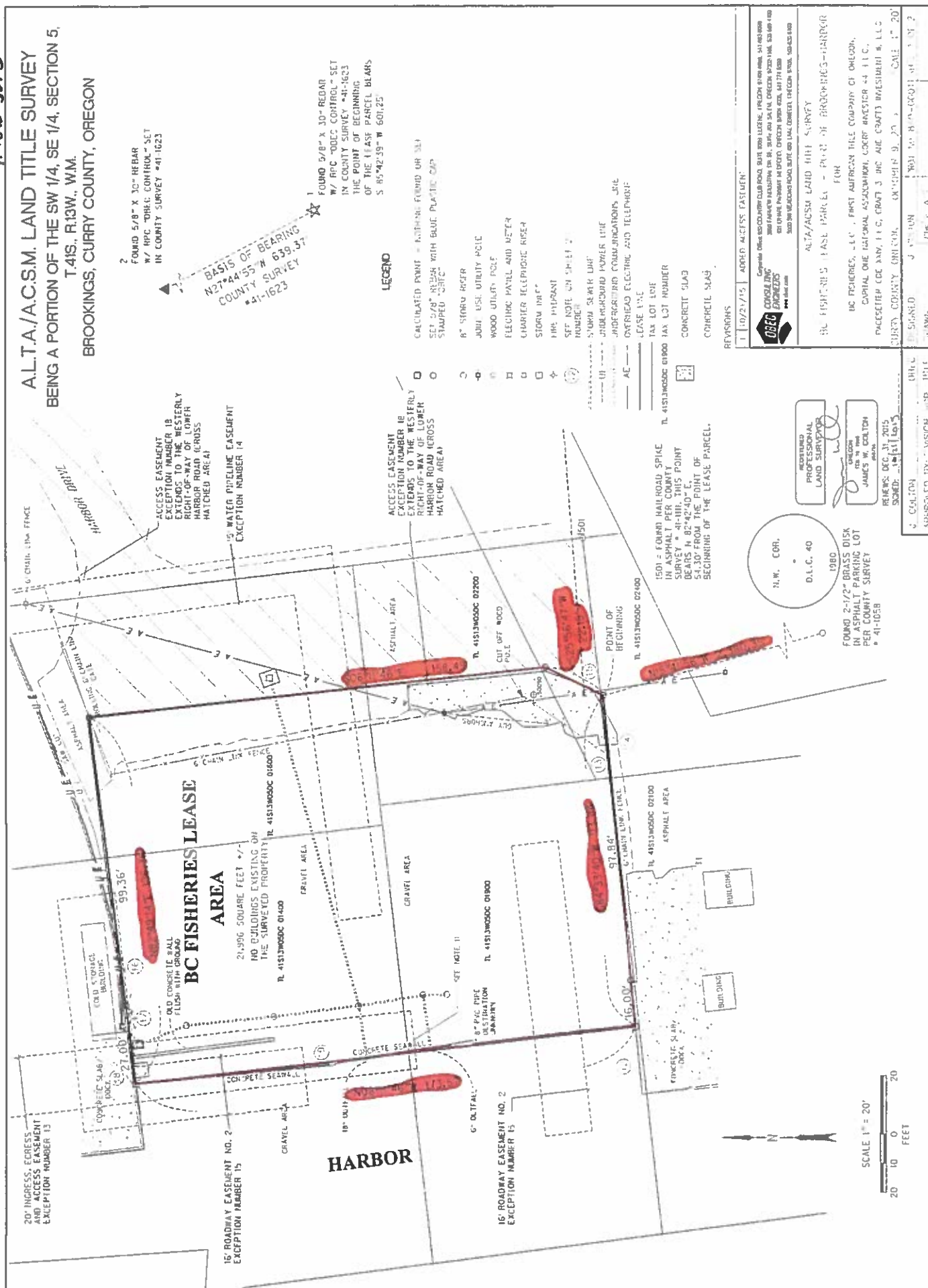
Bearings are based upon a line between control monuments #1 and #2 as indicated in Curry County Survey #41-1623 prepared by OBEC Consulting Engineers.





PAGE 3 OF 3

AL.T.A./A.C.S.M. LAND TITLE SURVEY  
BEING A PORTION OF THE SW 1/4, SE 1/4, SECTION 5,  
T.41S., R.13W., W.M.  
BROOKINGS, CURRY COUNTY, OREGON



## NEW BUSINESS AGENDA ITEM

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**DATE:** *June 29, 2017*  
**RE:** *Postpone Rate Increases and Changes at RV Park and Gear Storage*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- Number of commercial fisherman are complaining of the gear storage rate increase and what bases was the rate increase justified. Current rate is \$0.09 per square foot, old rate was \$0.045 per square foot.
- Potential commissioner conflict with RV Park rate increase and changes of winter rates.

### DOCUMENTS

- RV Park rates prior to Board approved changes, 1 page.
- RV Park rates after Board approval, 1 page.
- RV Park income for the last four years, 4 pages.

### COMMISSIONERS ACTION

- Board discussion and direction.

# PORT OF BROOKINGS HARBOR

RATES BEFORE

## Section 5. RV Park

Reservations can be made online, by phone or in person.

### A. Peak Season (Summer), April 1 - October 31

#### 1) Daily

• Pull thru full hook-up	\$	51.00
• Back in full hook-up	\$	44.00
• Partial hook-up	\$	36.00
• Dry Camping	\$	32.00
• Tent Sites	\$	27.00

#### 2) Weekly

• Pull thru full hook-up	\$	306.00
• Back in full hook-up	\$	264.00
• Partial hook-up	\$	216.00
• Dry Camping	\$	192.00
• Tent Sites	\$	162.00

### B. Off Season (Winter), Nov 1 - March 31

#### 1) Daily

• Pull thru full hook-up	\$	35.00
• Back in full hook-up	\$	28.00
• Partial hook-up	\$	25.00
• Dry Camping	\$	23.00
• Tent Sites	\$	23.00

#### 2) Weekly

• Pull thru full hook-up	\$	210.00
• Back in full hook-up	\$	168.00
• Partial hook-up	\$	150.00
• Dry Camping	\$	138.00
• Tent Sites	\$	138.00

### C. Holidays, 3 night minimum

#### 1) Daily

• Pull thru full hook-up	\$	95.00
• Back in full hook-up	\$	84.00
• Partial hook-up	\$	54.00
• Dry Camping	\$	46.00
• Tent Sites	\$	38.00

### D. Laundry Machines

per load	\$	2.00
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E. <u>Showers</u>	\$	0.50
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# PORT OF BROOKINGS HARBOR

NEW RATES

## Section 5. RV Park

Reservations can be made online, by phone or in person.

### A. Peak Season (Summer), April 1 - October 31

#### 1) Daily

• Pull thru full hook-up	\$	53.00
• Back in full hook-up	\$	45.00
• Partial hook-up	\$	40.00
• Dry Camping	\$	36.00
• Tent Sites	\$	28.00

#### 2) Weekly

• Pull thru full hook-up	\$	318.00
• Back in full hook-up	\$	270.00
• Partial hook-up	\$	240.00
• Dry Camping	\$	216.00
• Tent Sites	\$	168.00

### C. Special Events, 3 night minimum

#### 1) Daily

• Pull thru full hook-up	\$	96.00
• Back in full hook-up	\$	85.00
• Partial hook-up	\$	55.00
• Dry Camping	\$	47.00
• Tent Sites	\$	39.00

### D. Laundry Machines - Currently not in operation

per load	\$	2.00
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E. <u>Showers</u>	\$	0.50
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Port of Brookings Harbor  
Profit & Loss by Class  
July 1, 2016 through June 27, 2017

	<u>Jul 1, '16 - Jun 27, 17</u>
Ordinary Income/Expense	
Income	
4400 - RV PARK	
4410 - Space Rental	526,464.99
4430 - Mini Mart	7,954.36
4440 - Laundry & Showers	13,673.39
4450 - Wood Sales	564.00
4460 - Dump Charges	65.00
4470 - Misc Purchases & Sales	624.75
	<hr/>
Total 4400 - RV PARK	549,346.49
	<hr/>
Total Income	549,346.49
	<hr/>
Gross Profit	549,346.49

Port of Brookings Harbor  
Profit & Loss by Class  
July 2015 through June 2016

	Jul '15 - Jun 16
Ordinary Income/Expense	
Income	
4400 · RV PARK	
4410 · Space Rental	575,733.23
4420 · Showers	5,060.33
4430 · Mini Mart	8,162.28
4440 · Laundry & Showers	22,573.52
4450 · Wood Sales	779.00
4460 · Dump Charges	95.00
4470 · Misc Purchases & Sales	756.68
Total 4400 · RV PARK	613,160.04
Total Income	613,160.04
Gross Profit	613,160.04

4:22 PM

06/27/17

Accrual Basis

**Port of Brookings Harbor**  
**Profit & Loss by Class**  
July 2014 through June 2015

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	<u>Jul '14 - Jun 15</u>
Ordinary Income/Expense	
Income	
4400 - RV PARK	
4410 - Space Rental	512,438.26
4440 - Laundry & Showers	15,076.12
4450 - Wood Sales	1,301.00
4470 - Misc Purchases & Sales	395.76
4400 - RV PARK - Other	<u>-21,618.45</u>
Total 4400 - RV PARK	<u>507,592.69</u>
Total Income	<u>507,592.69</u>
Gross Profit	<u>507,592.69</u>

Port of Brookings Harbor  
Profit & Loss by Class  
July 2013 through June 2014

		Jul '13 - Jun 14
Ordinary Income/Expense		
Income		
4400 - RV PARK		
4410 - Space Rental		471,144.72
4440 - Laundry & Showers		4,545.14
4450 - Wood Sales		1,344.00
4470 - Misc Purchases & Sales		1,990.53
4400 - RV PARK - Other		5,306.55
Total 4400 - RV PARK		484,330.94
Total Income		484,330.94
Gross Profit		484,330.94



## NEW BUSINESS AGENDA ITEM

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**DATE:** *June 29, 2017*  
**RE:** *Landscaping at New Boat Launch Parking Lot*  
**TO:** *Port of Brookings Harbor, Board of Commissioners*  
**ISSUED BY:** *Gary Dehlinger, Port Manager*

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### OVERVIEW

- OSMB called to inform me of potential low scoring on the current grant application for the boarding dock replacement because the Port did not finish the prior grant project. Two items remain to be completed is landscaping and trench drain across the launch ramp approach.
- Proposed landscaping would include the gravel from dredging the travel lift and storm drain areas. Remaining rocks (riprap) from prior Port projects.
- Landscape plan – fill the low areas with dredging spoils, lay plastic membrane then gravel on top of the plastic with larger riprap rocks placed sporadically.
- Rock landscape would provide low maintenance for the Port and also remove a large amount of dredging spoils.
- Equipment needed to complete the project. Rock screen, skip loader with gannon scraper and dump truck.
- Materials needed, approximately 8 rolls of plastic.
- Trench drain materials estimate is \$20,000. Installation estimated at \$15,000. Total cost estimate \$35,000 to \$50,000.

### DOCUMENTS

- Construction drawing of proposed landscape areas, 1 page.

### COMMISSIONERS ACTION

- Board discussion and approval to install a rock landscape using gravel and rock from Port resources.

