

**January 2024**

**Pump out station:** Met with local sea grant agent and was given contact info for manufacturer, January I received a schematic to trouble shoot suction issue

**Signs 1:** What is allowed on the docks per the ordinances has been printed onto new signs. New sign as been attached to fence next to each dock ramp.

**Sign 2:** Ramp dock the "no wake" sign which was a hazard has been relocated to the dock piling

**Sign 3:** New fuel placards have been obtained and will be replacing all the old/faded signs on the fuel bunker

**Fuel Bunker:** Has been pressure washed and ready for signs.

**Fish cleaning station (ramp side):** Station has been pressure washed and is in the process of painting. New door will be installed once painting is finished. North side restroom is also in the process of being painted.

**Cameras:** Contractor will be working Tuesday or Wednesday to install additional cameras at the pay station, restrooms, and the boat ramp.

**Emergency readiness:** Plug for powering fuel bunker by generator has been repaired and is again functional. Electrical cable has been made and is in the harbor office.

**Supplemental Information  
Materials and Services Summary**

**Expenditures Across Funds**

**City of Depoe Bay, Oregon  
Budget Year 2023-24**

		FUND								
	Description	Total	General	Parks	Transient	URA	Street	Harbor	Sewer	Water
1	Consultants - Engineering	625,000	125,000				50,000	300,000	75,000	75,000
2	Consultants - Planning	214,000	214,000							
3	Personnel	1,283,871	199,392	59,240			111,076	239,186	324,668	350,310
4	Legal Services	75,000	55,000			20,000				
5	Advertising/Bids/Legal Notices	3,900	3,900							
6	Utilities & Garbage	222,835	16,675	13,000			28,335	32,425	101,700	30,700
7	Accounting/Audit	30,820	30,820							
8	Memberships and Dues	12,409	6,859			500		1,000	550	3,500
9	Insurance	91,065	91,065							
10	Repairs and Maintenance	323,840	2,500	27,200	25,000		5,240	38,000	135,200	90,700
11	Contributions and events	3,500	3,500							
12	Merchant fees	10,000	10,000							
13	Contracted Services	56,510	40,910					1,700	3,000	10,900
14	City Council	2,500	2,500							
15	Education & Training	11,900	3,500					1,900	3,500	3,000
16	Meetings & Travel	21,100	15,000					600	3,000	2,500
17	Miscellaneous	7,000	1,000	1,000			1,000	1,500	1,500	1,000
18	Materials & Supplies Transfers	72,220					12,000	5,000	25,220	30,000
19	Emergency Preparedness	40,000	40,000							
20	Supplies	62,127	9,000	1,027	2,800	800	3,000	5,500	15,000	25,000
21	Postage and Shipping	4,405	4,405							
22	Lincoln County Sheriff's Office	190,000	190,000							
23	Leases	9,800		5,800				4,000		
24	Capital: Heavy Duty Forklift	36,500		5,500			3,000	15,000	6,000	7,000
25	Capital: F150 Truck	46,500	14,000.00	2,500.00			16,000.00	3,000.00	3,500.00	7,500.00
26										
27	Totals	\$ 3,456,802	\$ 1,079,026	\$ 115,267	\$ 27,800	\$ 21,300	\$ 229,651	\$ 648,811	\$ 697,838	\$ 637,110

## FY 2023-2024

	Allocation Percentages													
	General	Street	Parks	Harbor	Sewer	Water		General	Street	Parks	Harbor	Sewer	Water	Total
Public Works Director	0.20	0.20	0.10	0.10	0.20	0.20	1.00	20,277	20,277	10,138	10,138	20,277	20,277	101,384
Lead Waste Water Plant Operator Lead /Field Supervisor					0.70	0.30	1.00	-	-	-	-	43,533	18,657	62,190
Waste Water Plant Operator					0.90	0.10	1.00	-	-	-	-	49,262	5,474	54,736
Water Plant Operator	0.13				0.07	0.80	1.00	8,992	-	-	-	4,842	55,336	69,170
Utility Worker		0.30	0.06	0.02	0.18	0.44	1.00	-	18,357	3,671	1,224	11,014	26,924	61,191
Utility Worker	0.20	0.10	0.15	0.05	0.18	0.32	1.00	10,674	5,337	8,006	2,669	9,607	17,079	53,372
Harbormaster	0.10			0.80	0.05	0.05	1.00	5,990	-	-	47,917	2,995	2,995	59,896
Maintenance Worker	0.25	0.05	0.50	0.05	0.05	0.10	1.00	10,411	2,082	20,822	2,082	2,082	4,164	41,645
Maintenance Worker	0.11	0.10	0.15	0.50	0.06	0.08	1.00	6,058	5,508	8,262	27,538	3,305	4,406	55,077
City Recorder	0.60	0.05	0.15	0.10	0.05	0.05	1.00	52,454	4,371	13,113	8,742	4,371	4,371	87,423
Accounting Specialist	0.70			0.10	0.10	0.10	1.00	37,806	-	-	5,401	5,401	5,401	54,009
Utility Billing/Office Assistant	0.20				0.40	0.40	1.00	8,633	-	-	-	17,266	17,266	43,166
Deputy City Recorder	0.60			0.40			1.00	39,279	-	-	26,186	-	-	65,465
	1.25	1.59	1.49	2.49	2.68	3.50	13.00	200,574	55,933	64,013	131,897	173,955	182,350	808,723
FICA @.0765								15,344	4,279	4,897	10,090	13,308	13,950	61,867
State Unemployment @ .07								14,040	3,915	4,481	9,233	12,177	12,765	56,611
Workers Comp (estimated @ .03%)								6,017	1,678	1,920	3,957	5,219	5,471	24,262
								35,401	9,872	11,298	23,280	30,703	32,185	142,740
Health Insurance (estimated)								30,000	30,000	25,000	44,000	62,000	69,000	260,000
Life Insurance (estimated)								100	100	100	100	100	100	600
Retirement - PERS (estimated at 28%)								56,161	15,661	17,924	36,931	48,708	51,058	206,206
LTD (estimated)								400	250	325	350	750	650	2,725
								86,661	46,011	43,349	81,381	111,558	120,808	469,531
Total Personal Services								322,637	111,816	118,660	236,558	316,216	335,343	1,441,230

February 27, 2015

TO: Mayor & City Councilors

Cc: Brady

RE: Port Leases



You have received a letter dated February 16, 2015, addressed to the Harbor Commission, Parks Commission, City Council and Mayor. The subject of the letter is port leases, and there are front pages from four of the expired leases attached to the letter (Taunton, Roberts, Calkins, Allyn/Tradewinds).

The following is a brief history of the port leases for your information.

In 1976, when the Port of Newport deeded the harbor to the City, there were six lease agreements with private property owners around the harbor in effect. These lease agreements transferred from the Port of Newport to the City. The leases were for a term of 30 years, expiring June 2006. Some of the leases were for privately owned docks to be located on the public waters of the Inner Depoe Bay Harbor, a "right to float" if you will. Others were for leased property. In 1976 the annual compensation for the leases was based upon \$8.00 per frontage foot of the private docks, with the possibility of renegotiated compensation amount every five years during the term if the lease. By 2006 the annual compensation amount was \$8.82 per frontage foot.

Two of the lease agreements were terminated prior to the 2006 expiration date.

1. "Jimco/Rocky Creek Development" (docks at the western side of the harbor just south of the channel entrance). This lease was for the docks themselves. In 1997 the lessee claimed that their docks do not float over city waters so the basis of the other "right to float" leases did not apply to them. The docks were sold to the lessee in 1997 and the lease ended. Based upon the recent harbor boundary survey it appears that may not entirely be the case and these private docks, or a portion, may be subject to "right to float" lease.
2. "Sunset Marine/Depoe Bay True Value" (west side of harbor, south of the "Jimco" docks) In 2003 the lessee requested early termination since he no longer had docks to float. The city agreed to terminate the lease. \*\*

The remaining four leases were: Jake's Moorage/Fader (northeast corner of the harbor near North Depoe Creek, tax lot 7498), Taunton/Sea Trollers (central on the north side of the harbor), Tradewinds (northwest corner of the Harbor, near the channel), and Imperial Marine (southwest corner of the harbor, just south of the Fish Plant).

In 2006, the City Council opted to not enter into renewal negotiations on the remaining leases to enable time for research, planning, etc. in developing a public walkway around the harbor. \*\* The "Sunset Marine/Depoe Bay True Value" private property sold and the new owner, Monty Roberts, requested a new dock lease in August 2006. The Council agreed to lease to December 2006, bearing in mind the proposed harbor walkway project. In 2011, the City and Urban Renewal Agency determined that before discussing the matter of port leases, it was necessary to have the harbor boundary surveyed. This survey was completed and was reviewed with the Surveyor in 2013.

Annual Lease Revenue (@ \$8.82 per frontage foot) to Harbor Fund from port leases:

All six leases : \$ 6,532

Five Leases (1997 termination of "Jimco" Lease): \$ 5,390

Four leases (2003 termination of "Sunset Marine" Lease): \$ 4,508

Attached are photo maps for your reference.

# Map



Printed 02/27/2015

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# Map



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# Map



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1 Depoe Bay City Council  
2 Joint Workshop Meeting  
3 Monday, February 25, 2013 - 6:00 PM  
4 Depoe Bay Community Hall  
5

6 PRESENT: Mayor AJ Mattila, B. Leff, S. Hoitink, Z. Olsen, D. Goddard, R. Gambino, B. Berry  
7

8 COMMISSIONERS & URBAN RENEWAL BOARD MEMBERS (no roll called): B. Blessinger, M. Dowd,  
9 L. Goddard, R. Hageman, J. Hayes, B. Hickerson, D. Johnson, P. Leoni, L. Robison  
10 (arr 6:03), P. Robison, B. Spores (arr 6:03), B. Taunton (arr 6:40)  
11

12 STAFF: City Recorder P. Murray, City Superintendent T. Owings, Recording Secretary  
13 E. LuMaye, City Planner L. Lewis, City Field Supervisor B. Weidner  
14

15 I. CALL TO ORDER AND ESTABLISH A QUORUM

16 Mayor Mattila called the meeting to order and established a quorum at 6:00 PM.  
17

18 II. HARBOR BOUNDARY SURVEY – Darius Ferguson, PLS

19 Mr. Ferguson, who was hired to survey the harbor boundary, reviewed the survey results (letter  
20 sized copy attached to original of these minutes) and answered questions from Councilors and  
21 Commissioners. He said there were only two monuments left from the original port deed. He said  
22 meander lines are a "line of convenience", and in some cases it is a boundary and in other cases it  
23 is not; when it is not a boundary, it is used as a reference line. He said the east side of the harbor  
24 was the most complicated. Property owned by Tradewinds calls to the low water line, and lots east  
25 of Tradewinds call to the high water line. The City does not own tax lot 7499. The City owns tax lot  
26 1400. Some properties were "excepted" from the meander line on the port deed. Ferguson  
27 plotted the boundary line based on deed descriptions. There are a few conflicts (gaps and overlays)  
28 in [Block 4 of] the survey results. A Commissioner asked if the Joan E docks are owned by the City;  
29 Ferguson said he didn't know, but it was his opinion that the docks are on City property. Ferguson  
30 said the port deed is five different parcels. A Commissioner said some property owners gave up  
31 property for the seawall installation and their deed comes with wharfing and booming rights. The  
32 dam is on one of the City-owned parcels. The Imperial Marine wharf structure is on City property.  
33 Ferguson explained that water lines are "called to" in deeds, and surveyors will mark to the top of a  
34 bank and use vegetation line as the water line. He said water lines change over time with erosion,  
35 and sharp cliffs have less variance than places where there is more lateral movement of water. He  
36 explained that if the area under docks is never clear of water, the docks are on City property. This  
37 can cause people to think they own the property, since the deed calls to low water, but pilings and  
38 docks are on City property. The City owns the water side small lot below Fader's lot. There was  
39 discussion as to who is responsible to finish the cleanup of the City-owned property leased by Sea  
40 Trollers. Ferguson noted that the survey has been filed with the Lincoln County Surveyor's Office,  
41 and is a public document that anyone can get a copy of. He confirmed that only lot 1 of Block 4 has  
42 gaps and overlays. Mayor Mattila asked Ferguson if he could color code the meander line and a few  
43 property lines in three colors; Ferguson said there was a lot of information in the narrative on the  
44 survey, but he could do that. Mayor Mattila asked to staff do make and distribute color copies to  
45 the Council. Mayor Mattila asked Ferguson if the pin at the end of Shell Avenue is a corner of City  
46 property; Ferguson was not sure, he did not put anything over the bank. Mayor Mattila will get the  
47 numbers off the pin and get them to Ferguson, who said that a 1981 law required an ID cap on all  
48 markers and monuments; prior to 1981 surveyors used unmarked markers such as rebar.  
49

50 III. ADJOURN

51 There being no further business, the meeting was adjourned at 7:00 PM.  
52

53   
54 Emma LuMaye, Recording Secretary  
55

  
A.J. Mattila, Mayor



C:SN 18426 p. 1 of 4  
FILED 21 February 2012  
LINCOLN COUNTY SURVEYOR

REGISTERED  
PROFESSIONAL  
AND SURVEYOR

OREGON  
JULY 16, 1987  
DARUS K. FERGUSON  
2279  
REG. CURRENT THRU 12-31-13

THE CITY OF DEPOE BAY, URBAN RENEWAL DISTRICT

- ```

I.P. = IRON PIPE
I.R. = IRON ROD
YF = YELLOW PLASTIC ID CAP
AC = ALUMINUM ID CAP
MFC = MICROFILM DEED RECORDS
▲ = CALCULATED POINT
■ = MONUMENTS FOUND - NOT NOTED IN MONUMENT TABLES
* = MONUMENTS FOUND - 5/8" I.R. W/YPC MARKED
  *FERGUSON P.L.S. 2279". C.S. 18.957
O = MONUMENTS SET - PK NAL W/B/BRASS MARKER MARKED
  P.L.S. 2279". C.S. 18.957
O = MONUMENTS SET - 5/8" x 30" I.R. W/YPC MARKED
  *FERGUSON P.L.S. 2279"
O = MONUMENTS SET - PK NAL W/WASHER MARKED
  P.L.S. 2279"
■ = MONUMENTS SET - 5/8" x 30" I.R. M/ZC MARKED
  *PORT MON W _ P.L.S. 2279.124
C.S. XXXX = REFERENCE NUMBER OF RECORD
PPXXX = REFERENCE NUMBER OF RECORD PARTITION PLAT
(XXXX) X DATA OF RECORD DEEDS - SEE REFERENCE LIST
(XXXX) X DATA OF RECORD FROM LIST OF REFERENCED RECORDS
XXXX = DATA OBSERVED BY THIS SURVEY WHERE MEASURED
        OR CALCULATED DIFFERENT THAN RECORD & NEW DATA

```

DEPOE BAY HARBOR DEEDS

TAX LOT #....DEED NO.  
EAST SIDE HIGHWAY 101-SOUTH OF BRIDGE  
9-11-08-BA

5701. ....DOC.#2003-14753, PARCEL III  
JOAN E. CHARTERS  
JOAN E. DOONER, TRUSTEE  
5702. ....DOC.#2003-14753, PARCEL I  
JOAN E. CHARTERS  
JOAN E. DOONER, TRUSTEE  
5800. ....DOC.#2003-14753, PARCEL II  
JOAN E. CHARTERS  
JOAN E. DOONER, TRUSTEE  
5900. ....DOC.#2006-08958, PARCELS I & 2  
WENTY B. ROBERTS  
6100. ....DOC.#2009-12429  
TAM FAMILY COMMERCIAL ENTERPRISES, LLC  
6200. ....MF 412-0225, PARCEL II  
TAM FAMILY COMMERCIAL ENTERPRISES OF  
SILETIZ INDIANS OF OREGON  
6300. ....MF 412-0225, PARCEL I  
TAM FAMILY COMMERCIAL ENTERPRISES OF  
SILETIZ INDIANS OF OREGON  
6400. ....DOC.#2007-15519, PARCEL 6400  
FAY NARK  
6500. ....DOC.#2007-15519, PARCEL 6500  
FAY NARK  
6700. ....MF 93-975, PARCEL 1  
CITY OF DEPUE BAY  
6800. ....MF 413-1339  
SUNSET MARINE SUPPLIES, INC.

NORTH BAY  
9-11-08-BA

BLKA, "DEPOSE BAY"...DOC.#2005-14722  
LY, LLC  
BLKA, "DEPOSE BAY"...DOC.#2007-09355  
DEPOSE BAY FORMERLY MF 259-1428 & 6  
DEPOSE BAY FORMERLY OF DEPOSE BAY MF 53-0975 PARCE  
DEPOSE BAY  
BLKA, "DEPOSE BAY"...DOC.#2007-09955  
DEPOSE BAY  
BLKA, "DEPOSE BAY"...DOC.#2007-09955  
259-1583  
DEPOSE BAY  
TAUNTON, TRUSTEE  
C.#2011-10005 PARCEL 1  
WELLS  
418-0099  
DSD TROLLERS, INC.  
259-0503, PARCEL 2 OF P.P. 2007-20  
VALERIE ALLYN  
259-0503, PARCEL 3 OF P.P. 2007-20  
259-0503, PARCEL 3 OF P.P. 2007-20  
& VALERIE ALLYN

EAST BAY  
9-11-08-AB

800...DOC.#2010-02050 PCL II  
ALF & LYLI GREGORSON  
700...DOC.#2010-02050 PCL I  
ALF & LYLI GREGORSON  
900...DOC.#2010-02060 PCL I  
ALF & LYLI GREGORSON  
800...DOC.#2008-00163  
TERRY & EGEAF MCGRATH  
1000...DOC.#2008-00163  
TERRY & EGEAF MCGRATH  
1100...MF 344-1173 PCL I  
PAUL C. & CAROL S. BERG  
1101...MF 344-1173 PCL II  
PAUL C. & CAROL S. BERG  
1200...MF 49-344  
LEO BOSCH  
1201...DOC.#2008-13701  
FREDERICK C. ROBINSON, ETAL, TRUSTEE  
90000 ...N/A  
PORTSIDE CONDOMINIUMS  
ASSOCIATION OF UNIT OWNERS  
7400 ...L1, BLK1 'BAY ADD'N'...MF 354-199  
KENNETH M. & JANET M. FADER  
7500 ...L2, BLK1 'BAY ADD'N'...MF 142-0420  
CITY OF DEPOE BAY  
7600 ...L3, BLK1 'BAY ADD'N'...MF 55-0474  
CITY OF DEPOE BAY  
7700 ...L4, BLK1 'BAY ADD'N'...MF 142-0420  
CITY OF DEPOE BAY  
S.E. COAST GUARD DRIVE ...L4A, BLK5 'BAY ADD'N'...DV 222-266  
OWNER: LINCOLN COUNTY (B 136 PG 484)  
S. HAYSHAY BAYFRONT CONDO ...PTN of L4, BLK5 'BAY ADD'N'...DV 251-233  
7900 ...L5+6, BLK5 'BAY ADD'N'...MF 93-262 & BK 145-497  
UNITED STATES OF AMERICA  
U.S. COAST GUARD, DISTRICT 13  
80000 ...L4, BLK5 'BAY ADD'N' ...BODSHAYS BAYFRONT CONDO...N/A  
BODSHAYS BAYFRONT CONDO  
ASSOCIATION OF UNIT OWNERS  
8200 ...L9, BLK5 'BAY ADD'N'...MF 377-0384  
WARREN & DOROTHY MOODY  
7497 ...INNER DEPOE BAY HARBOR...MF 53-0975 PARCEL 2  
CITY OF DEPOE BAY  
7498 ...MF 216-0788  
CITY OF DEPOE BAY  
7499 ...MF 217-098  
TRADEWIND TROLLERS, INC.

SOUTH BAY  
09-11-08-AC

100....WF 120-1383 PARCEL 1 & PARCEL 2  
CITY OF DEPOE BAY  
101....WF 53-0975 PARCEL 4, 5, & 6  
CITY OF DEPOE BAY  
199...."INNER DEPOE BAY".....D.V. 136-490  
CITY OF DEPOE BAY  
199....WF 174-0298  
SUNSET MARINE SUPPLIES, INC.  
200....WF 120-1383 PARCEL 3 (INCLUDES TL 201)  
CITY OF DEPOE BAY

RECORD DOCUMENTS REFERENCED FOR  
THIS SURVEYCOUNTY SURVEYS  
12 55

COUNTY SURVEYS  
1) .....65  
2) .....674  
3) .....779  
4) .....976  
5) .....1707  
6) .....1919

- 7) ....2200
- 8) ....2396
- 9) ....2397
- 10) ....2398
- 11) ....2791-B
- 12) ....2894
- 13) ....2955
- 14) ....2981
- 15) ....3480
- 16) ....4681
- 17) ....6081

- 18) ... 6138
- 19) ... 6368
- 20) ... 6468
- 21) ... 7908
- 22) ... 8078
- 23) ... 8802
- 24) ... 9380
- 25) ... 9500
- 26) ... 10, 040
- 27) ... 10, 571
- 28) ... 10, 851
- 29) ... 12, 276
- 30) ... 12, 923
- 31) ... 13, 736
- 32) ... 13, 775
- 33) ... 15, 620
- 34) ... 15, 637
- 35) ... 17, 622
- 36) ... 18, 662

```

PLATS
37) .. "CEPOE BA
38) .. "BLOCKS :
      BAY ADDI
39) .. PP 2005-
40) .. PP 2007-
41) .. PORTSIDE

```

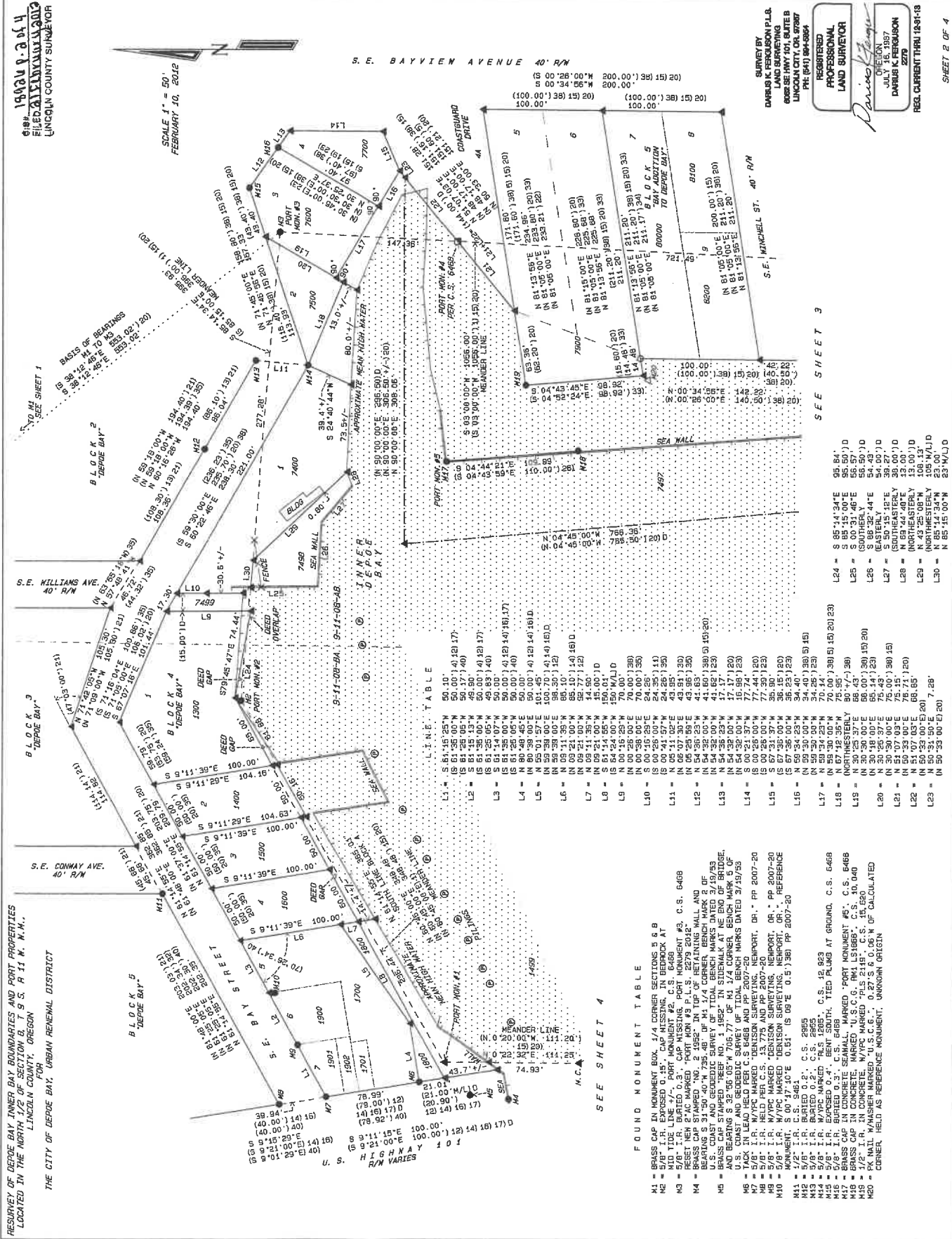
SCALE 1" = 100'  
FEBRUARY 10, 2012

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LEGEND  
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RECORD DEED & OWNER REFERENCE LIST  
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LINE TABLE  
SURVEY MAP OF NORTH & NORTHEAST HARBOR AREA  
SHEET 3  
FOUND MONUMENT TABLE  
LINE TABLE  
SURVEY MAP OF EAST AND SOUTH HARBOR AREA  
SHEET 4  
FOUND MONUMENT TABLE  
LINE TABLE  
SURVEY MAP OF WEST HARBOR AREA  
DETAIL MAP  
NARRATIVE

194329.0.0.0.4  
FILED 2/11/2020  
LINCOLN COUNTY SURVEYOR

RESURVEY OF DEPONE BAY, INNER BAY, BOUNDARIES AND PORT PROPERTIES  
LOCATED IN THE NORTH 1/2 OF SECTION 35 S. 41 N. W. 1/4  
LINCOLN COUNTY, OREGON  
FOR  
THE CITY OF DEPONE BAY, URBAN RENEWAL DISTRICT



FOUND MONUMENT TABLE

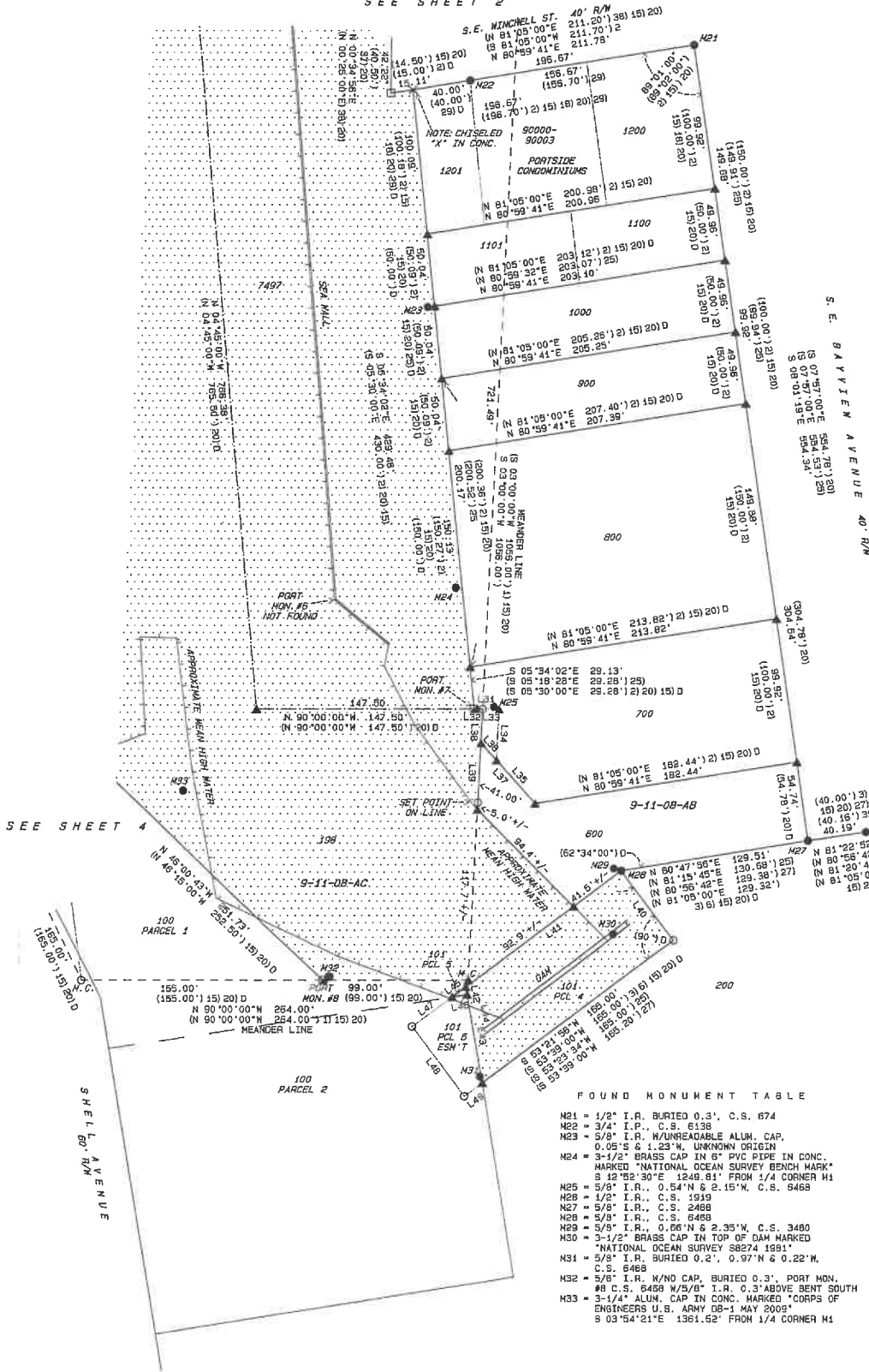
- M1 = BRASS CAP IN MONUMENT BOX, 1/4 CORNER SECTIONS 5 & 6
- M2 = MID TIDE LINE MONUMENT, C.S. 2855
- M3 = RESET NEW 2" AC MARKED PORT MON #3 P.L.S. 2279 2012
- M4 = BRASS CAP IN CONCRETE SEAMALL, MARKED PORT MON #3, C.S. 2855
- M5 = U.S. COAST AND GEODETIC SURVEY OF TIDAL BENCH MARKS DATED 3/19/53
- M6 = BRASS CAP STAMPED "TREF NO. 1 1952" AT NE CORNER OF BRIDGE
- M7 = U.S. COAST AND GEODETIC SURVEY OF TIDAL BENCH MARKS DATED 3/19/53
- M8 = TACK IN LEAD HELD FOR C.S. 2855
- M9 = 5/8" I.R. MARKED "DENISON SURVEYING, NEWPORT, OR." PP 2007-20
- M10 = 5/8" I.R. MARKED "DENISON SURVEYING, NEWPORT, OR." PP 2007-20
- M11 = 5/8" I.R. MARKED "DENISON SURVEYING, NEWPORT, OR." PP 2007-20
- M12 = 5/8" I.R. MARKED "DENISON SURVEYING, NEWPORT, OR." PP 2007-20
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- M20 = 5/8" I.R. MARKED "DENISON SURVEYING, NEWPORT, OR." PP 2007-20

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Daniel K. Persson*  
DANIEL K. PERSSON  
2279  
REG. CURRENT THRU 12/31/23  
SHEET 2 OF 4

RESURVEY OF DEPONE BAY INNER BAY BOUNDARIES AND PORT PROPERTIES  
LOCATED IN THE NORTH 1/2 OF SECTION 8, T 9 S, R 11 W. N.M.,  
LINCOLN COUNTY, OREGON  
FOR  
THE CITY OF DEPONE BAY, URBAN RENAISSANCE DISTRICT

C.S. # 19920 p. 3 of 4  
FILED 21 February 2012  
LINCOLN COUNTY SURVEYOR

SEE SHEET 2



SCALE 1" = 50'  
FEBRUARY 10, 2012

SURVEY BY  
DARUS K. FERGUSON P.L.S.  
LAND SURVEYING  
6082 SE HWY 101, SUITE B  
LINCOLN CITY, OR 97387  
P.L.S. (941) 904-5554

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Darus K. Ferguson*

OREGON  
JULY 15, 1987  
DARUS K. FERGUSON  
2279

REG. CURRENT THRU 12-31-13

|       |                |                          |
|-------|----------------|--------------------------|
| L31 = | N 90°00'00" W  | 17.17'                   |
|       | (N 90°00'00" W | 17.09') (2) 15) 20) D    |
| L32 = | N 90°00'00" W  | 10.81') 25               |
|       | (N 95°44'34" W | 5.74'                    |
| L33 = | N 90°00'00" W  | 11.43'                   |
| L34 = | N 90°00'00" W  | 35.41'                   |
|       | (N 93°00'00" W | 35.41') (2) 15) 20) D    |
| L35 = | N 42°05'00" W  | 39.98'                   |
|       | (N 42°05'00" W | 39.98') (2) 15) 20) D    |
| L36 = | N 42°05'00" W  | 16.11'                   |
| L37 = | N 42°05'00" W  | 55.06'                   |
| L38 = | N 03°00'00" W  | 23.44'                   |
| L39 = | N 03°00'00" W  | 46.0' +/-                |
| L40 = | S 36°38'04" E  | 60.00'                   |
|       | (S 36°21'00" E | 60.00') (3) 5) 15) 20) D |
|       | (S 36°36'26" E | 60.00') (25)             |
|       | (S 37°01'15" E | 60.00') (27)             |
| L41 = | N 53°21'58" E  | 134.43'                  |
|       | (N 53°38'00" E | 134.43') D               |
|       | (N 53°23'34" E | 123.93') (25)            |
| L42 = | N 09°38'08" W  | 5.34'                    |
|       | (N 09°21'00" W | 5.34') D                 |
| L43 = | N 09°38'08" W  | 62.00') D                |
| L44 = | N 09°38'08" W  | 67.34'                   |
|       | (N 09°21'00" W | 67.34') D                |
| L45 = | S 53°21'58" E  | 11.76') D                |
|       | (S 53°38'00" W | 11.76') D                |
| L46 = | N 80°21'55" E  | 10.49'                   |
|       | (N 80°38'00" W | 10.49') D                |
| L47 = | S 53°21'58" E  | 33.61'                   |
|       | (S 53°38'00" W | 33.61') D                |
| L48 = | S 36°38'04" E  | 60.00'                   |
|       | (S 36°21'00" E | 60.00') (15) D           |
| L49 = | N 53°38'00" E  | 15.00') D                |
|       | (N 53°23'34" E | 15.00') (25)             |

FOUND MONUMENT TABLE

|       |                                                |
|-------|------------------------------------------------|
| M21 = | 1/2" I.R. BURIED 0.3', C.S. 674                |
| M22 = | 3/4" I.P., C.S. 6138                           |
| M23 = | 5/8" I.R. M/UNREADABLE ALUM. CAP.              |
|       | 0.05' S & 1.25' W, UNKNOWN ORIGIN              |
| M24 = | 3-1/2" BRASS CAP IN 6" PVC PIPE IN CONC.       |
|       | MARKED "NATIONAL OCEAN SURVEY BENCH MARK"      |
|       | S 12°52'30" E 1249.81' FROM 1/4 CORNER M1      |
| M25 = | 5/8" I.R., 0.54' N & 2.15' W, C.S. 5458        |
| M26 = | 1/2" I.R., C.S. 1939                           |
| M27 = | 5/8" I.R., C.S. 2488                           |
| M28 = | 5/8" I.R., C.S. 6488                           |
| M29 = | 5/8" I.R., 0.06' N & 2.35' W, C.S. 3480        |
| M30 = | 3-1/2" BRASS CAP IN TOP OF DAM MARKED          |
|       | "NATIONAL OCEAN SURVEY SB274 1991"             |
| M31 = | 5/8" I.R. BURIED 0.2', 0.97' N & 0.22' W,      |
|       | C.S. 6468                                      |
| M32 = | 5/8" I.R. M/NO CAP, BURIED 0.3', PORT MON.     |
|       | #8 C.S. 6458 W/5/8" I.R. 0.3' ABOVE BENT SOUTH |
| M33 = | 3-1/4" ALUM. CAP IN CONC. MARKED "CORPS OF     |
|       | ENGINEERS U.S. ARMY 05-1 MAY 2005"             |
|       | S 03°54'21" E 1361.52' FROM 1/4 CORNER M1      |



NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND VERIFY THE BOUNDARY OF AND REMARK MISSING OR DISTURBED CORNERS, FOR THE DEPOSE BAY INNER PORT PROPERTIES AS DESCRIBED IN MF VOL. 53 PAGE 0975 PARCELS 1, 2, 3, 4, 5, 6, LINCOLN COUNTY DEED RECORDS, AS ALSO DESCRIBED IN THE DEED TO THE PORT OF NEWPORT FROM SUNSET INVESTMENT CO., C.S. 1350, RECORDED IN BOOK 136 PAGE 490, LINCOLN COUNTY DEED RECORDS.

MONUMENTS OF THE PREVIOUS SURVEY OF SAID PORT BOUNDARIES C.S. #6468 M2, M3, & M17 WERE RECOVERED ALONG WITH OTHER MONUMENTS OF RECORDED SURVEYS AS LISTED IN THE SURVEY REFERENCE LIST ON SHEET 1 AND DESCRIBED IN THE FOUND MONUMENT TABLES ON SHEETS 2, 3, & 4 OF THE ADJOINING TRACTS OF LAND AND LOTS OF BLOCKS IN THE PLATS OF SUBDIVISIONS, PARTITION PLATS & CONDOMINIUMS ALSO LISTED IN THE SURVEY REFERENCE LIST AND TIED TO THE QUARTER CORNER BETWEEN SECTION 5 & SECTION 6 (N41) AND THE MONUMENTS AND DATA AS FOLLOWS BY THIS 1/4 M. BEARINGS FOR THE DATA OF C.S. #18, 667 WAS ROTATED TO THE BASIS OF BEARINGS (S. 0.6.1) FOR THIS SURVEY CALCULATED FROM C.S. #6468 BETWEEN THE QUARTER CORNER (M1) & PORT MON. #3 (M3).

DEED DATA FROM MF VOL. 53 PAGE 0975 PARCEL 3 WAS THEN HELD FROM M3 AND M2 TO LOCATE THE MEANDER LINE AND REMARK PORT MONUMENTS #4, #7, & #8 AND CALCULATE POSITION FOR PORT MON. NO. 1 AND MEANDER CORNER (M.C.) AND CLOSING THE FOUND 1.12 FT. ERROR IN CLOSURE IN THE DEED DATA BETWEEN PORT MON. #1 & THE M.C. SINCE THE DEED DESCRIPTION FOR PARCEL 1 OF MF VOL. 53 PAGE 0975 (TL6700) BEGINS FROM THE NORTHEASTERLY CORNER OF BLOCK 1 "BREAKER'S ADDITION TO DEPOSE BAY" AND TO A POINT ON THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF THE OREGON COAST HIGHWAY AND ALSO CALLS TO AN EXTENSION OF THE NORTHERLY LINE OF EVANS AVE. IN "BREAKER'S ADDITION" EXTENDED AND THE MEANDER LINE, THIS SURVEY HELD THE ROTATED HELD DATA AND MONUMENTS OF C.S. #18, 667 FROM BREAKER'S ADDITION FOR THE LOCATION OF THE EASTERLY HIGHWAY R/W LINE AND LOCATION OF R/W FRONTAGE CORNERS FOR THE WESTERLY ADJOINING TRACTS TO TL6700. DEED DISTANCE WAS THEN HELD FROM THE NW CORNER OF TL6900 HOLDING PARALLEL LINE WITH THE BEARING HELD FOR THE SIDE LINES OF TL 6100, 6200, 6300, 6400, & 6500 (SHOWN ON SHEET 4) AT A RIGHT ANGLE TO THE HIGHWAY R/W LINE TO LOCATE THE NW CORNER OF TL6700. THE NORTH LINE OF TL6900 WAS THEN EXTENDED TO INTERSECT WITH THE MEANDER LINE TO LOCATE THE NE CORNER OF TL6700. DEED DATA FOR TL6700 WAS THEN HELD FROM THE NE CORNER OF TL6900 AND INTERSECTED WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF EVANS AVE. PER THE DEED CALL TO DETERMINE POSITION FOR THE SW CORNER OF TL6700. THE EXTENSION OF THE NORTH LINE OF EVANS AVE. WAS THEN EXTENDED FROM THE SW CORNER OF TL6700 AND INTERSECTED WITH THE MEANDER LINE TO LOCATE THE SE CORNER OF TL6700 AND THE NORTH LINE OF SHELL AVE.. THE ADJUSTED LINE BETWEEN TL 6700 & TL 6200 & 6300 AS DESCRIBED AN EXCEPTION TO IN MF 412 PAGE 226 AND TO ADD TO SAID TL 6200 & 6300 AS DESCRIBED IN PARCEL 111 OF MF 412 PAGE 226 WAS THEN LOCATED BY HOLDING DEED DISTANCE FROM THE NE CORNER OF TL6300 ON THE ORIGINAL WEST LINE OF TL6700. THEN HELD LINE PER THE DEED CALL TO THE NE CORNER OF TL6200. THEN EXTENDED THE ADJUSTED EAST LINE OF TL6200 SOUTH TO THE SOUTH LINE OF TL6300 TO MARK THE ADJUSTED BOUNDARY CORNERS FOR TL6700.

THE SIDE LINES FOR TL 6100, 6200, 6300, & 6400 WERE THEN INTERSECTED WITH THE HELD WESTERLY LINE OF TL6700. THE SIDE LINES FOR TL6500 WERE INTERSECTED WITH THE EXTENSION OF THE WESTERLY R/W LINE OF SHELL AVE. BEING HELD BETWEEN M34 & M35 PER C.S. #6468 & C.S. #18, 735 BY THIS SURVEY.

SINCE THE DEED DESCRIPTIONS FOR TL 5701, 5702, & 5900 CALL TO THE MEANDER LINE OF THE LOW WATER MARK "... SIDE LINES FOR THESE TRACTS WERE INTERSECTED WITH THE LOW WATER MARK AS ESTIMATED BY THIS SURVEY.

THOUGH AN ERROR IN CLOSURE OF 9.45 FEET IN THE DATA IN THE DEED DESCRIPTION FOR PARCEL 2 OF MF VOL. 53 PAGE 0975 (TL7497) THE POINT OF BEGINNING (POB) BEGINS AT A POINT ON THE NORTHEASTERLY LOT LINE OF LOT 4A BLOCK 5 "BAY ADDITION TO DEPOSE BAY" (NOW COAST GUARD DR.) THEREFORE THE NORTHEASTERLY LOT LINE OF LOT 4A WAS LOCATED BETWEEN THE CORNER OF LOT 4 BLOCK 5 AND SOUTHWEST CORNER OF LOT 4A WHICH CORNERS WERE DETERMINED BY FIRST ROTATING THE S.O.B. TO THE RECORD BEARING PER C.S. #6468 AND C.S. #9802 BETWEEN M15 & M16 THEN HELD RECORD DATA FROM M15 & M16 TO CALCULATE POSITIONS FOR THE SW & SOUTHWEST CORNERS AND NE & SE REMAINDER CORNERS OF LOT 4. WHEN THE S.O.B. WAS ROTATED TO THE RECORD BEARING OF C.S. #15, 620 BETWEEN M17 & M18 THEN HELD RECORD DATA OF C.S. #15, 520 FROM M19 TO CALCULATE POSITIONS FOR THE MISSING MONUMENTS AT THE CORNERS OF LOTS 5, 6, 7, 8 & 9. ADDITION OF BLOCK 5 "BAY ADDITION TO DEPOSE BAY" AND THAT PORTION OF PARCEL 2 DECEDED TO THE UNITED STATES OF AMERICA IN BOOK 154 PAGE 497 LINCOLN COUNTY DEED RECORDS. POSITION FOR THE SW CORNER OF LOT 4A WAS THEN CALCULATED ON THE NORTH LINE OF LOT 5 AT PLAT DISTANCE FROM THE NE CORNER OF LOT 5 THEN HELD DISTANCE FOR PARCEL 2 TO THE NE CORNER AT DEED DISTANCE FROM THE SW CORNER AND ON THE NORTHEASTERLY LINE OF LOT 4A.

MONUMENTS M21 AT THE NE CORNER OF TL1200 AND M22 AT THE NW CORNER OF THE PLAT OF "PORTSIDE CONDOMINIUMS" WERE HELD PER C.S. #42, 276. THEN THE LINE BETWEEN M21 & M22 WAS EXTENDED AT DEED DISTANCE TO DETERMINE POSITION FOR THE CORNER OF "PORTSIDE CONDOMINIUMS" AND ALSO THEN INTERSECTED WITH THE HELD WEST LINE OF LOTS 7 & 9 BLOCK 5 "BAY ADDITION TO DEPOSE BAY" TO DETERMINE POSITION TO MARK THE SW CORNER OF WINCHELL ST.

SINCE THE APPARENT INTENT OF THE DEED FOR THE REMAINDER OF THE EAST LINE FOR PARCEL 2 IS TO ADJOINING WITH THE EAST ADJOINING TRACTS OF LAND AS SHOWN ON C.S. #674, C.S. #3480 & C.S. #6468 THIS SURVEY HELD M27 FOR THE SE CORNER OF TL600 AND LINE TO M21 FOR THE WEST LINE OF S.E. BAYVIEW AVE. THEN THE SHORTAGE IN THE DISTANCE BETWEEN M21 & 27 WAS PRORATED TO CALCULATE POSITIONS FOR THE STREET FRONTAGE CORNER FOR TL 600, 600, 600, 600, 1100. RECORD DISTANCE AND PARALLEL BEARING WITH THE SOUTH LINE OF WINCHELL ST. WAS THEN HELD FROM THE NE & SE CORNERS OF TL700 TO CALCULATE THE NW & SW CORNERS OF TL700. RECORD DATA WAS THEN HELD FROM THE CORNER OF TL700 L35 & L34 FROM WHICH RECORD BEARING WAS HELD AND INTERSECTED WITH THE EXTENSION OF THE EAST LINE OF THE TRACTS OF C.S. #674 HELD FROM THE NW CORNER OF TL1201 THROUGH THE NW CORNER OF TL700 TO MARK THE SE CORNER OF PARCEL 2 AND WITH THE MEANDER LINE TO MARK THE ANGLE POINT IN THE WEST LINE DATA WAS THEN HELD FROM THE SE CORNER OF PARCEL 2 TO CALCULATE POSITION FOR THE SW CORNER OF PARCEL 2. THEN BEARING-BEARING INTERSECTION WAS HELD FROM THE POB & SW CORNER OF PARCEL 2 FOR CLOSURE AND CALCULATED POSITION FOR THE NW CORNER OF PARCEL 2.

SINCE THE DEED DESCRIPTION FOR TL600 & TL700 CALL TO "THE MEANDER LINE" AS RANDOMLY SHOWN ON C.S. #674 THIS SURVEY EXTENDED THE SOUTHWESTERLY DEED LINE BETWEEN TL600 & TL700 TO THE MEANDER LINE.

TO LOCATE POSITIONS TO MARK THE MISSING CORNERS OF PARCELS 4, 5, & 6 MF VOL. 53 PAGE 0975 RECORD DISTANCES WERE HELD FROM M28 AND RECORD ANGLES FROM THE LINE BETWEEN M27 & M28.

DEED DATA WAS THEN HELD FROM THE SW MEANDER CORNER TO CALCULATE CORNERS OF TL100 & TL199 EXCEPTED FROM PARCEL 3 MF VOL. 53 PAGE 0975.

SINCE THE PLAT OF "BAY ADDITION TO DEPOSE BAY" SHOWS THE SOUTH BOUNDARY OF LOTS 1 & 2 OF BLOCK 5 AS "THE LINE OF HIGH TIDE" THIS SURVEY HELD M14 OF C.S. #12, 923 FOR THE CORNER BETWEEN LOT 1 & LOT 2 BLOCK 5. THEN LINE TO M15 WAS HELD FOR THE NORTH LINES OF LOTS 2 & 3. RECORD DISTANCE WAS THEN HELD FROM M15 TO CALCULATE POSITION FOR THE NE CORNER OF LOT 2. THEN RECORD DISTANCE WAS HELD FROM THE NE CORNER OF LOT 2 PARALLEL WITH THE HELD SOUTHEAST LINE OF LOT 3 TO CALCULATE POSITIONS FOR THE SW CORNER OF LOT 3 AND SE CORNER OF LOT 2 PER PLAT DIMENSIONS. THE LINE BETWEEN LOTS 2 & 3 WAS THEN EXTENDED TO THE MEAN HIGH WATER MARK AS ESTIMATED BY THIS SURVEY. THIS LINE WAS HELD BETWEEN M14 & 2 TO A POINT ON THE ESTIMATED HIGH TIDE LINE 90 FT WEST OF THE SE CORNER OF LOT 2 AT THE MEAN HIGH TIDE LINE PER THE INTENT OF THE PLAT.

SINCE THE MONUMENTS OF C.S. #2791-8 MARKING THE EAST LINE OF TL7499 BEING THE WEST 15 FEET OF LOT 1 BLOCK 5 "BAY ADDITION TO DEPOSE BAY" AS DESCRIBED MF 364 PAGE 199 (TL7400) WERE DETERMINED MISSING AND THAT THE LAST SURVEY TO RECOVER THESE MONUMENTS C.S. #17, 622 THIS SURVEY AGAIN NOTATED THE B.O.B. TO THE BEARING OF C.S. #17, 622 BETWEEN M12 & M13 OF C.S. #2955 THEN HELD RECORD DATA OF C.S. #17, 622 TO DETERMINE POSITIONS FOR THE NE & NW CORNERS AND EAST AND WEST LINES FOR TL7499 WHICH WERE THEN EXTENDED TO INTERSECT THE ESTIMATED MEAN HIGH TIDE LINE. RECORD BEARINGS OF C.S. #17, 622 WAS THEN HELD FROM THE NW CORNER OF TL7499. BEING THE NE CORNER OF LOT 1 BLOCK 4 PLAT OF "DEPOSE BAY", FOR THE NORTHEASTERLY LINE OF LOT 1 BLOCK 4.

SINCE THE POB IN THE DESCRIPTION FOR TL7499 MF 216 PAGE 789 BEGINS AT A POINT ON THE MEANDER LINE AT "THE WESTERLY LINE OF THE EXISTING SEA WALL", THEN FOLLOWS SAID SEA WALL TO AND ALONG THE SOUTH LINE OF LOT 1 BLOCK 5 "BAY ADDITION TO DEPOSE BAY" WHICH SOUTH LINE OF LOT 1 WAS THE "LINE OF HIGH TIDE" THE LOCATION OF WHICH HAS BEEN LOST DUE TO THE CONSTRUCTION OF THE SEA WALL THIS SURVEY HELD THE LOCATION OF THE SEA WALL AS THE INTENT OF THE DEED AND HELD THE CLOSING DEED DISTANCE ON THE MEANDER LINE TO DEFINE THE LINE BETWEEN TL 7400 & TL7499.

MONUMENTS OF (M7, M9, & M10) AND MONUMENTS HELD BY PARTITION PLAT 2007-20 (M5, M6, & M11) WERE HELD BY THIS SURVEY TO LOCATE THE NORTHEASTERLY LINE OF BLOCK 4 "DEPOSE BAY" BY HOLDING RECORD DISTANCE FROM M7 PARALLEL WITH THE LINE BETWEEN M9 & M11 PER P.P. 2007-20 TO LOCATE THE NE CORNER OF LOTS 3, 4, & 5 BLOCK 4 THEN INTERSECTED WITH THE HELD NORTHEASTERLY LINE OF LOT 1 TO LOCATE THE NORTH CORNER OF LOT 1. THEN FROM THE NE CORNERS OF LOTS 2, 3, 4, & 5 RECORD DISTANCE WAS HELD HOLDING LINES PARALLEL WITH EAST LINE OF PARCEL 1 P.P. 2007-20 WHICH WAS ESTABLISHED AT THE RECORD ANGLE OF P.P. 2007-20 TO LOCATE THE SE CORNERS OF LOTS 2, 3, 4, & 5.

SINCE THE DESCRIPTION FOR TL 1400 MF 299 PAGE 1426 CALLS FOR THE EAST & WEST LINES OF LOT 2 TIES EXTENDED TO THEREOF TO THE MEANDER LINE. THE EAST & WEST LINES OF LOT 2 WERE EXTENDED TO THE MEANDER LINE AS SHOWN.

SINCE TWO SCRIBERS ERRORS IN 80°36'E AND TO THE WESTERLY LINE OF LOT 5 WERE FOUND IN THE DESCRIPTION FOR TL1800 IN MF 418 PAGE 102, WHICH SHOULD HAVE SAID IN 80°36'E AND THE WESTERLY LINE OF LOT 5 TO THE DEED DESCRIPTION FOR TL1700 IN MF 299 PAGE 1583, DATA OF MF 299 PAGE 1583 WAS HELD FOR THE NORTH LINE OF TL1800 BY HOLDING RECORD ANGLE AND DISTANCE FROM M6 AND LINE TO M7 TO LOCATE THE ANGLE POINT BETWEEN TL1700 & TL1800. THEN HELD DEED DISTANCE ALONG THE EAST LINE OF LOT 5 FROM THE NE CORNER THEREOF TO LOCATE THE NE CORNER OF TL 1800. THE LINE BETWEEN M7 & M6 WAS THEN EXTENDED AND INTERSECTED WITH THE SOUTH LINE OF LOTS 2, 3, 4, & 5 TO LOCATE THE SW CORNER OF LOT 7 BLOCK 5.

SINCE THE DESCRIPTION FOR TL1600 CALLS FOR RIPARIAN RIGHTS FROM SUNSET INV. CO. THIS SURVEY EXTENDED THE EAST & WEST LINES OF TL1500 TO THE SEA WALL AND ESTIMATED HIGH TIDE LINE.

RESURVEY OF DEPOSE BAY INNER BAY BOUNDARIES AND PORT PROPERTIES  
LOCATED IN THE NORTH 1/2 OF SECTION 6, T 9 S, R 11 W. N.M.  
LINCOLN COUNTY, OREGON  
FOR  
THE CITY OF DEPOSE BAY, URBAN RENEWAL DISTRICT

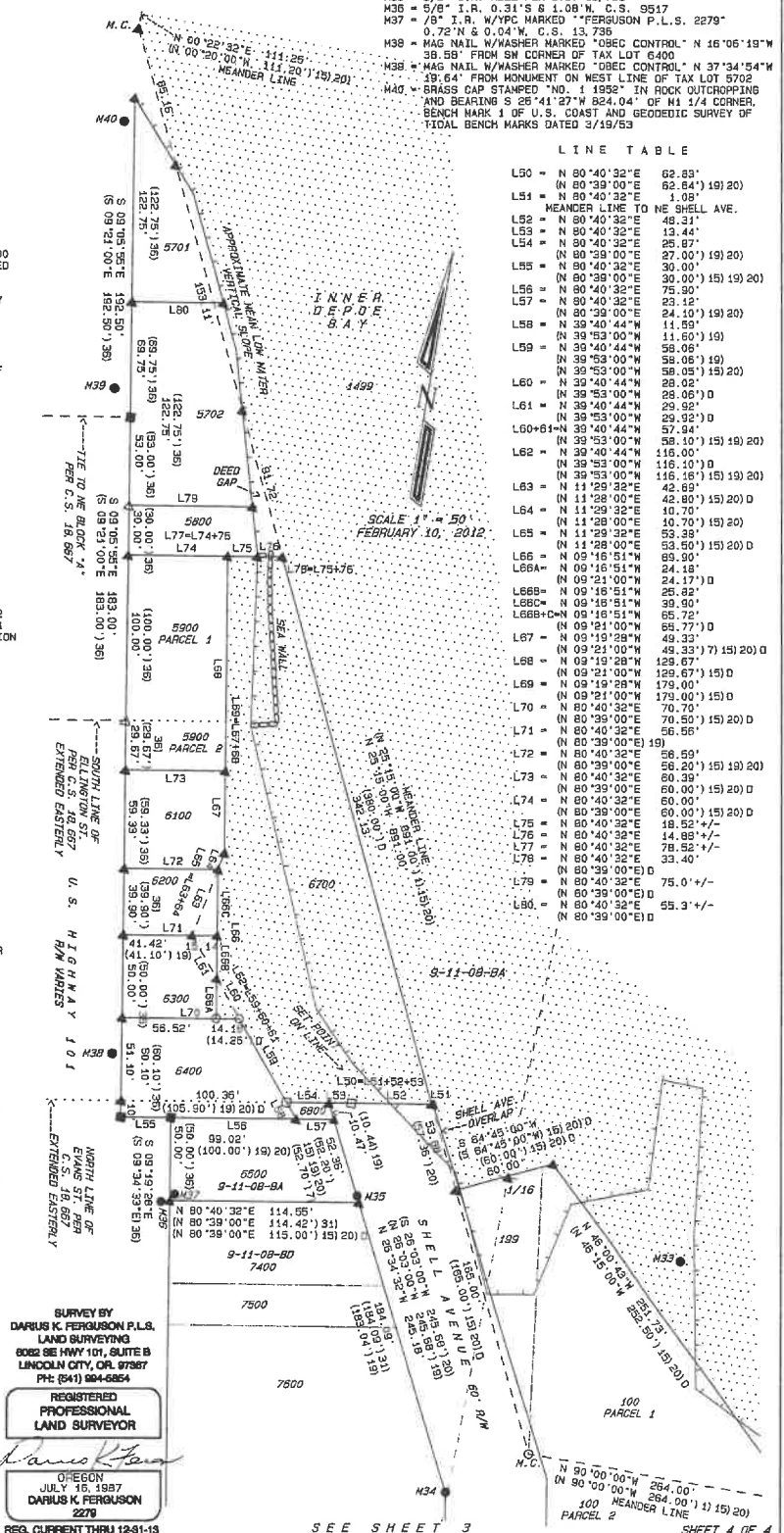
C.S. # 1949u p. 4 of 4  
FILED 21 February 2013  
LINCOLN COUNTY SURVEYOR

FOUND MONUMENT TABLE

- M33 = 3-1/4" ALUM. CAP IN CONC. MARKED "CORPS OF ENGINEERS U.S. ARMY 08-1 MAY 2009"
- M34 = 5/8" I.R. HELD PER C.S. #489 & 13, 736
- M35 = 5/8" I.R. HELD PER C.S. 13, 736
- M36 = 5/8" I.R. 0.31'S & 1.08" N. C.S. 9517
- M37 = 7/8" I.R. W/PCP MARKED "FERGUSON P.L.S. 2279"
- M38 = 0.72" N. & 0.04" W. C.S. 13, 735
- M39 = MAG NAIL W/WASHER MARKED "OBEC CONTROL" N 16°06'19"W 38.58' FROM SW CORNER OF TAX LOT 6400
- M40 = MAG NAIL W/WASHER MARKED "OBEC CONTROL" N 37°34'54"W 19.64' FROM MONUMENT ON WEST LINE OF TAX LOT 5702
- M41 = BRASS CAP STAMPED "NO. 1 1952" IN ROCK OUTCROPPING AND BEARING S 26°41'27"W 824.04' OF M1 1/4 CORNER, BENCH MARK 1 OF U.S. COAST AND GEODETIC SURVEY OF TIDAL BENCH MARKS DATED 3/19/53

LINE TABLE

- L50 = N 80°40'32"E 62.83'
- L51 = N 80°39'00"E 62.64' (19) 20
- L52 = MEANDER LINE TO NE SHELL AVE.
- L53 = N 80°40'32"E 48.21'
- L54 = N 80°40'32"E 25.87'
- L55 = N 80°39'00"E 27.00' (19) 20
- L56 = N 80°39'00"E 30.00' (15) (19) 20
- L57 = N 80°40'32"E 75.30'
- L58 = N 80°40'32"E 23.12'
- L59 = N 80°39'00"E 24.10' (19) 20
- L60 = N 39°40'44"W 11.60' (19)
- L61 = N 39°40'44"W 58.08'
- L62 = N 39°40'44"W 58.08' (19)
- L63 = N 39°40'44"W 58.05' (15) 20
- L64 = N 39°40'44"W 28.02'
- L65 = N 39°40'44"W 28.02'
- L66 = N 39°40'44"W 28.02'
- L67 = N 39°40'44"W 28.02'
- L68 = N 39°40'44"W 28.02'
- L69 = N 39°40'44"W 28.02'
- L70 = N 39°40'44"W 28.02'
- L71 = N 39°40'44"W 28.02'
- L72 = N 39°40'44"W 28.02'
- L73 = N 39°40'44"W 28.02'
- L74 = N 39°40'44"W 28.02'
- L75 = N 39°40'44"W 28.02'
- L76 = N 39°40'44"W 28.02'
- L77 = N 39°40'44"W 28.02'
- L78 = N 39°40'44"W 28.02'
- L79 = N 39°40'44"W 28.02'
- L80 = N 39°40'44"W 28.02'



SURVEY BY  
DARIUS K. FERGUSON P.L.S.  
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8082 SE HWY 101, SUITE B  
LINCOLN CITY, OR 97137  
TEL (503) 684-6864

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 16, 1987  
DARIUS K. FERGUSON  
2279

REG. CURRENT THRU 12-31-13

**Macpherson, Gintner, Gordon & Diaz****LAWYERS**

423 North Coast Highway  
P.O. Box 1270  
Newport, Oregon 97365  
(541) 265-8881 \ (800) 829-8881  
FAX (541) 265-3571  
email: [gintner@mngdlaw.com](mailto:gintner@mngdlaw.com)

**Peter Gintner**

Also admitted in Alaska

June 27, 2006

Jim Wahl  
Teresa Wahl  
Imperial Marine Service  
PO Box 363  
Depoe Bay, OR 97341

Re: Lease Agreement dated June 30, 1975

Greetings:

This office represents the City of Depoe Bay. This letter is to inform you that the original lease between the City of Depoe Bay and your predecessors in interest, dated June 30, 1975 is now at the end of its term. The city council is currently developing the terms of any new lease agreement that may be offered. That process will not be completed prior to the termination date. Given that the lease has a right of first refusal clause, I have been authorized to extend the term for another six months or through December 31, 2006. If the council decides to continue leasing the subject property, you will be offered the new lease terms pursuant to the right of first refusal.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Peter Gintner

PG/man

cc: client

cc: B. Leff, D. Goddard (ARC/Harbor Finance) 2/21/14

LEASE

100-12-111

THIS INDENTURE made this 30<sup>th</sup> day of June, 1975,  
by and between the CITY OF DEPOE BAY, a municipal corporation, of  
Lincoln County, State of Oregon, hereinafter called the Lessor, and  
WILLIAM WAHL of Depoe Bay, Lincoln County, Oregon, hereinafter  
called the Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on  
the part of the Lessee to be kept and performed, the Lessor does hereby  
lease, demise and let unto the Lessee the following described premises,  
located in Lincoln County, Oregon, to-wit:

Beginning at the original Southeast corner of Block 1, Breaker's  
Addition to Depoe Bay; thence North 80°39' East 70 ft to the  
easterly right of way of the Oregon Coast Highway; thence North  
9°21' West along said right of way 50 ft; thence North 80°39'  
East 70.05 ft. to the true point of beginning; thence North  
80°39' East 138 ft; thence south to a walk-way as now constructed;  
thence southwesterly in a straight line to a point on the  
Government meander line of inner Depoe Bay that is South 39°  
53' East 58.05 ft. and North 80°39' East 80.5 ft. from the true  
point of beginning; thence South 80°39' West 80.5ft. thence North  
39°53' West 58.05 ft. to the true point of beginning.

It is mutually acknowledged between the parties that the legal  
description used herein may not be a precise description of the premises  
leased, and therefore, the description used herein shall be subject to  
a re-survey and the lessor shall not be held responsible or liable for  
damages or losses incurred as the result of any errors in the present  
description.



TO HAVE AND TO HOLD the same unto the Lessee for a period of thirty (30) years, said term commencing on June 15, 1976, the Lessee paying therefor as rental the sum of EIGHT DOLLARS (\$8.00) per front foot, there being sixty (60) feet of frontage on the property in question, whereby the rental therefor would be the sum of FOUR HUNDRED AND EIGHTY AND 00/100 DOLLARS (\$480.00) per year, with the first such payment to be on or before the 15th day of June, 1976, and for the remainder of the term on or before the 15th day of June of each year thereafter. Existing rent payments will be prorated to June 15, 1976.

The amount of the rent shall be re-negotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.

It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor to the Lessor.

During the term of this lease the premises herin leased shall be used for the following described marine orientated activities, and for no other purposes without the consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing

- c) Retail sale of fuel and fishing supplies
- d) Boat launching, bait and tackle sales
- e) Vessel dry-docking and marine repairs.

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

The Lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than FIFTY THOUSAND DOLLARS (\$50,000.00) per person and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the

premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or under-let or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully re-negotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner



of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises.

This lease is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.

LESSOR: CITY OF DEPOE BAY

By JEAN H. QUINN  
Mayor

By LORA E. BRIDGES  
Recorder

LESSEE:

William M. Wahl  
William Wahl

STATE OF OREGON )  
 ) SS  
COUNTY OF LINCOLN )

Personally appeared JEAN H. QUINN and LORA E. BRIDGES, who being duly sworn did each say for himself, and not for the other, that the former is the Mayor and the latter is the Recorder of the CITY OF DEPOE BAY, a municipal corporation, and that said instrument was signed on behalf of said corporation and by authority of the City Council; and they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

Vincent Hughes 6/30/75  
Notary Public for Oregon

My Commission expires: May 5, 1978

STATE OF OREGON )  
 ) SS  
COUNTY OF LINCOLN )

Personally appeared WILLIAM WAHL and acknowledged the foregoing to be his voluntary act and deed.

Before me:

Vincent Hughes 6/30/75  
Notary Public for Oregon

My Commission expires: May 5, 1978

Page 6 Lease

**Macpherson, Gintner, Gordon & Diaz****LAWYERS**

423 North Coast Highway  
P.O. Box 1270  
Newport, Oregon 97365  
(541) 265-8831 / (800) 829-8881  
FAX (541) 265-3571  
email: [gintner@mgdclaw.com](mailto:gintner@mgdclaw.com)

**Peter Gintner**

Also admitted in Alaska

June 27, 2006

Janet Fader  
PO Box 1338  
Depoe Bay, OR 97341

Re: Lease Agreement dated June 30, 1975

Dear Ms. Fader:

This office represents the City of Depoe Bay. This letter is to inform you that the original lease between the City of Depoe Bay and your predecessors in interest dated June 30, 1975 is now at the end of its term. The city council is currently developing the terms of any new lease agreement that may be offered. That process will not be completed prior to the termination date. Given that the lease has a right of first refusal clause, I have been authorized to extend the term for another six months or through December 31, 2006. If the council decides to continue leasing the subject property, you will be offered the new lease terms pursuant to the right of first refusal.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Peter Gintner

PG/man

cc: client

cc: B. Leff, D. Giddard (ARC/Harbor Finance) 2/21/14



LEASE

THIS INDENTURE made this 30<sup>th</sup> day of June, 1975,  
by and between the CITY OF DEPOE BAY, a municipal corporation, of  
Lincoln County, State of Oregon, hereinafter called the Lessor, and  
CALKINS MOORAGE, INC., an Oregon corporation, of Depoe Bay, Lincoln  
County, Oregon, hereinafter called the Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on  
the part of the Lessee to be kept and performed, the Lessor does hereby  
lease, demise and let unto the Lessee the following described premises,  
located in Lincoln County, Oregon, to-wit:

Commencing at a point on the meander line on the north shore  
of Depoe Bay, said point being 356.60 feet west and 572 feet  
south of the quarter corner common to sections 5 and 8, T 9 S,  
R 11 W. W.M.; thence north 60°45' east 348.48 feet; thence  
south 85°15' east 95.5 feet to the westerly line of the existing  
concrete seawall, and the true point of beginning of the tract  
herein to be described; thence southerly along a concrete retain-  
ing wall 56.5 feet to the southwest corner thereof; thence  
easterly along said wall 54 feet to angle in said wall; thence  
southeasterly along said wall 38 feet to the southeasterly  
corner thereof; thence northeasterly along said wall 13 feet to  
the southerly boundary of Lot 1, Block 5, Bay Addition to Depoe  
Bay; thence northwesterly along the southerly boundary of said  
Lot 1, 105 feet more or less to an intersection with the meander  
line on the north shore of inner Depoe Bay; thence north 85°15'  
west along said meander line 23 feet more or less to the true  
point of beginning.

It is mutually acknowledged between the parties that the legal  
description used herein may not be a precise description of the premises  
leased, and therefore, the description used herein shall be subject to

a re-survey and the lessor shall not be held responsible or liable for damages or losses incurred as the result of any errors in the present description.

TO HAVE AND TO HOLD the same unto the Lessee for a period of thirty (30) years, said term commencing on June 15, 1976, the Lessee paying therefor as rental the sum of EIGHT DOLLARS (\$8.00) per front foot, there being ninety-five (95) feet of frontage on the property in question, whereby the rental therefor would be the sum of SEVEN HUNDRED AND SIXTY AND 00/100 DOLLARS (\$760.00) per year, with the first such payment to be on or before the 15th day of June, 1976, and for the remainder of the term on or before the 15th day of June of each year thereafter. Existing rent payments will be prorated to June 15, 1976.

The amount of the rent shall be re-negotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.

It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor

to the Lessor.

During the term of this lease the premises herein leased shall be used for the following described marine orientated activities, and for no other purposes without the consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing
- c) Retail sale of fuel and fishing supplies
- d) Boat launching, bait and tackle sales
- e) Vessel dry-docking and marine repairs.

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

The Lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than FIFTY THOUSAND DOLLARS (\$50,000.00) per person and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any

sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or under-let or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully re-negotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without



further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises.

This lease is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and

discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.

LESSOR: CITY OF DEPOE BAY

By Jean H. Quinn  
Mayor

By Lora E. Bridges  
Recorder

LESSEE: CALKINS MOORAGE, INC. an Oregon corporation

By James J. Calkins  
President

By Thomas E. Calkins  
Secretary

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN   )

Personally appeared Jean H. Quinn and Lora E. Bridges, who being duly sworn did each say for himself, and not for the other, that the former is the Mayor and the latter is the Recorder of the CITY OF DEPOE BAY, a municipal corporation, and that said instrument was signed on behalf of said corporation and by authority of the City Council; and they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

Vincent J. Hughes 6/30/75  
Notary Public for Oregon

My Commission expires: May 5, 1978

STATE OF OREGON           )  
                                      ) SS  
COUNTY OF LINCOLN       )

Personally appeared James A. Calkins and Thomas E. Calkins who, being duly sworn, did each say for himself and not for the other that the former is the President and the latter is the Secretary of CALKINS MOORAGE, INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Vincent Hughes 7/24/75  
Notary Public for Oregon

My Commission expires: May 5, 1978

*Assignment of Lease to Wm. Schubmeyer (old lease)*

*Recorded in L. C. C. N.*

*June 6, 1975*

*Book 57 - page 503*

Page 7. Lease

*Recorded*

Noel, Minor & Yeck  
Attorneys at Law  
156 West Olive Street  
Newport, Oregon 97365

mailed 9/1/06

# CITY of DEPOE BAY

Post Office Box 8 + Depoe Bay, Oregon 97341 Phone (541) 765-2361 + Fax (541) 765-2129 TDD# 1-800-735-2900

August 31, 2006

Monty Roberts  
130 N.W. 19<sup>th</sup> St., Suite A127  
Newport, OR 97365

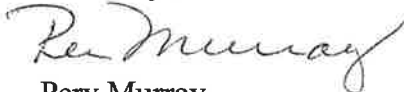
RE: Port Lease Agreement – 2006

Dear Monty:

Enclosed is a signed copy of the above-mentioned agreement for your records.  
Thank you for your lease payment for the period August – December 2006.

If you have any questions please don't hesitate to contact this office.

Sincerely,



Pery Murray  
City Recorder

Enc

cc w/enc: CC, TO  
cc: B. Leff, D. Goddard (ARC/Nauba Finance) 2/21/14



PORT LEASE

This Indenture made this 15<sup>th</sup> day of August, 2006, by and between the City of Depoe Bay, hereinafter called the "Lessor", and Monty Roberts, hereinafter called the "Lessee",

WITNESSETH:

That in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the following described premises, located in Inner Depoe Bay Harbor, Lincoln County, Oregon, to-wit:

Beginning at the N.E. corner of Block 1 of Breakers Addition to Depoe Bay in Sec. 8, T. 9 S., R. 11 W of the Willamette Meridian in Oregon, running thence North 80 39' East 142.0 feet to the True Point of beginning, running thence North 9 21' West 100.0 feet, running thence North 80 39' East 40.0 feet more or less to the U.S. meander line of Depoe Bay, thence South 25 15' East 104 feet along said Meander Line of Depoe Bay to a point North 80 39' East of the true point of beginning thence South 80 39' West 68.0 feet more or less to the place of beginning.

It is mutually acknowledged between the parties that the legal description used herein may not be a precise description of the premises leased, and therefore, the description used herein shall be subject to a re-survey and the Lessor shall not be held responsible or liable for any damages or losses incurred as the result of any errors in the present description. It is further acknowledged between both parties the leased premises is intended to be that northern-most portion of tax lot 6700, which abuts, and lies adjacent to, the eastern boundary line of tax lot 5900 (reference attached Lincoln County Assessor's Map 09-11-08 BA).

TO HAVE AND TO HOLD the same unto Lessee for a period commencing the date of this Lease and ending December 31, 2006, the Lessee paying as rental the sum of Eight Dollars and Eighty Two Cents (\$8.82) per frontage lineal foot, there being approximately 100 (one hundred) feet of frontage on the property in question, whereby the rental would be the sum of \$ 882.00 per year, prorated for any portion of year on a monthly basis (one twelfth of annual per month or portion of a month), with the first such payment due at the signing of this Lease for the period ending December 31, 2006.

It is agreed that in addition to the cash rental herein provided, the Lessee shall pay all taxes levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and Lessee will promptly deliver receipts to the Lessor upon request.

LIMITS ON USE: During the term of this Lease, the leased premises shall be used for the following described marine oriented activities and for no other purpose without consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing
- c) Retail sale of fuel and fishing supplies, bait and tackle sales
- d) Boat launching and mooring, and marine repairs
- e) Uses allowed in the Planned Marine and Recreation Zone (M-P) as identified in the Depoe Bay Zoning Ordinance, Section 3.320

**MAINTENANCE, IMPROVEMENTS:** Lessee hereby agrees to maintain and keep the leased premises in good order and repair during the entire term of this lease at Lessee's own cost and expense; to keep the improvements now on, or hereinafter erected upon the leased premises in a good state of repair; to keep the premises free of debris. Lessee will make no alterations, additions or improvements to or upon said premises without the written consent of the Lessor first being obtained. Such written consent shall not be unreasonably withheld by the Lessor. All improvements to the leased premises, whether installed by the Lessor or the Lessee, shall be and become part of the leased premises, except for those improvements expressly agreed by both parties to remain the independent property of the Lessee, provided however, that if the removal of the improvement would damage the premises, then the improvement shall be deemed to have been affixed to the premises and shall be the property of the Lessor. Lessee shall not suffer or commit any strip or waste thereof, and it shall be lawful for the Lessor, or those having its estate in the premises, at reasonable times and after reasonable notice, to enter upon the leased premises to examine the condition thereof.

**INSURANCE, INDEMNIFICATION:** Lessee, at its own expense, shall maintain at all times during the term of this lease General Liability Insurance in respect of the premises and the conduct and operations of Lessee's business with Lessor as additional insured. Such insurance shall be written for limits of \$1,000,000 combined single-limit, or its equivalent. Lessee shall deliver to Lessor such policies or certificates of insurance, in a form satisfactory to Lessor at the commencement of this lease and Lessee shall deliver to Lessor such renewal policy or certificate not less than fifteen (15) days before the expiration of any existing policy. All such insurance policies shall be written as primary policies and shall not be contributing with or in excess of any coverage provided by Lessor. All such policies shall be issued in the name of the Lessee with Lessor as additional insured. All policies of insurance shall be issued by responsible insurance companies authorized to provide insurance in the state of Oregon. All policies must contain a provision that the company writing the policy give Lessor thirty (30) days written notice in advance of any cancellation or material change of coverage, including any reduction in amount of coverage. Lessee further agrees to indemnify, save and hold harmless Lessor from any claims against Lessor due to the activity of the Lessee on the leased premises.

**TRANSFER, SUB-LEASE:** Lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

**SURRENDER:** At the expiration of this lease, or any renewal thereof, or upon sooner termination, the Lessee will quit and deliver up said leased premises, and all future improvements or additions to or upon the same except those improvements or additions to remain the independent property of the Lessee, to said Lessor, or those having its estate herein, peaceably, quietly and in good order and condition as the same now are in or such better condition as the premises hereafter may be put in.

**RENEWAL:** At the end of the lease term, Lessee herein shall have first right of refusal to enter into a lease with Lessor for the premises subject to the terms of this lease, or other terms as agreed to by both parties. Provided that if Lessee, his representatives or assigns shall neglect or fail to perform any covenants herein contained which on his part are to be performed, then after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice is given by the Lessor, then Lessor, or those having its estate in the premises, lawfully may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter unto said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass,

and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

**NOTICES:** Any notices required by the terms of this lease to be given by one party to another shall be sufficient if the writing is in a sealed envelope, deposited in the United States registered or certified mail with return receipt requested and with postage fully prepaid and addressed to the other party at the following address or such other address as to which either party may have properly notified the other:

LESSOR: Mayor  
P.O. Box 8  
Depoe Bay, OR 97341

LESSEE: Mr. Monty Roberts  
130 N.W. 19<sup>th</sup> St., Suite A127  
Newport, OR 97365

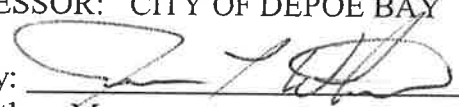
This lease is subject to the rights, claims or demands, if any, of the state of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises.

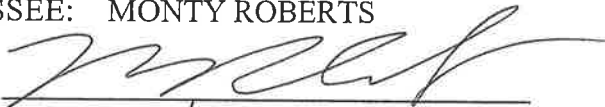
In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due herein, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate to be effective as of the day and year above set forth, and any corporate signature is affixed hereto only pursuant to the board of directors or other governing body thereof.

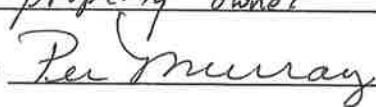
LESSOR: CITY OF DEPOE BAY

LESSEE: MONTY ROBERTS

By:   
Title: Mayor

By:   
Title: property owner

Attest: 

Attest: 

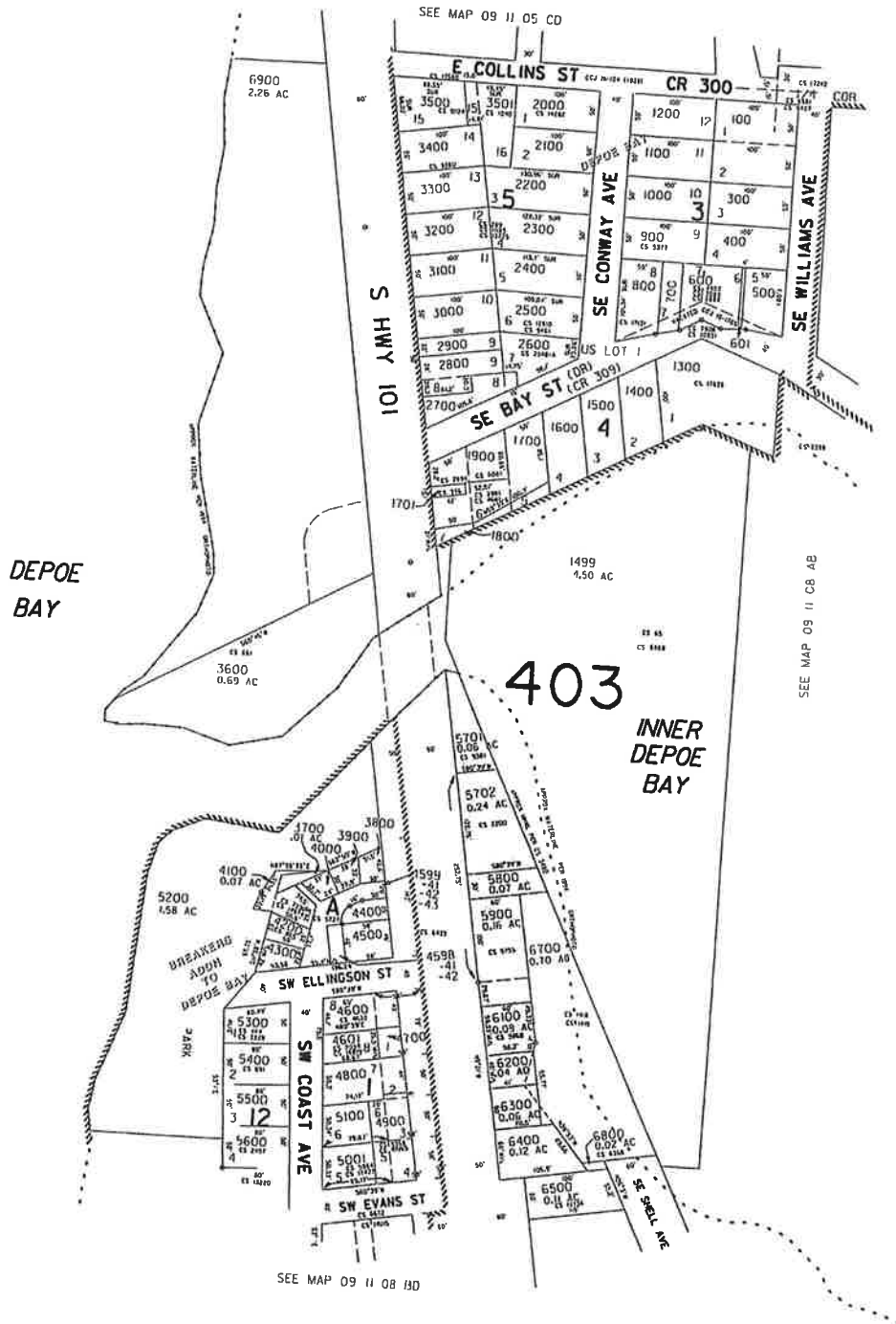
MAY 12 2006

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

NE 1/4 NW 1/4 SECTION 8 T9S R11W WM  
LINCOLN COUNTY

1" = 100'

09 11 08 BA  
DEPOE BAY



CANCELLED NO.  
700  
1401  
3400-A1  
3400-21  
5000  
5201  
5700  
5700-41  
5700-42  
5700-43  
5900-21  
6600  
6701  
6702  
6702-21  
6703  
6704  
6705  
6706  
6901  
6900-21

09 11 08 BA  
DEPOE BAY



P.O. Box 388  
10 S.E. Hwy. 101  
Depue Bay OR 97341  
541-765-3079  
Fax: 541-765-3197

**Joan-E Gifts**

AUG 23 2011

**Fax**

|                                                                                                                                                                                           |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| To: <u>Perry Murray</u>                                                                                                                                                                   | From: <u>Joan Dooner</u> |
| Fax: <u>541-765-2129</u>                                                                                                                                                                  | Pages: <u></u>           |
| Phone: <u></u>                                                                                                                                                                            | Date: <u>8-22-11</u>     |
| Re: <u></u>                                                                                                                                                                               | CC: <u></u>              |
| <input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle |                          |

Hi Perry -

Thank you for faxing that stuff  
over - I appreciate it!

*Joan*

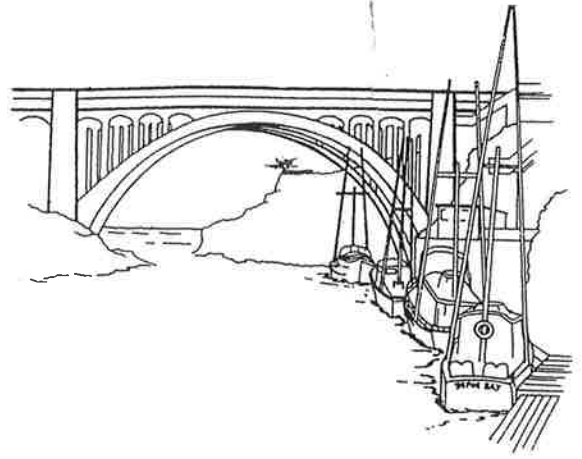
cc: B. Leff, D. Goddard (ARC/Haiha Finance) 2/21/14

# CITY of DEPOE BAY

Post Office Box 8 :- Depoe Bay, Oregon 97341

Phone (541) 765-2361

Fax (541) 765-2129



## FAX TRANSMISSION SHEET

DATE Aug. 22, 2011

**FAXED**  
8/22/11

TO: Joan Dooner

ATTN: \_\_\_\_\_

FAX PHONE NUMBER: 541-765-3197

Number of pages included in this transmission: 4 including cover sheet.  
Please contact the sender if you do not receive the full transmission.

COMMENTS: Hey Joan, here's a copy of  
the Bill of Sale and a 2003 Letter.  
re: sale of docks.

Perry ES

# CITY of DEPOE BAY

Post Office Box 8 + Depoe Bay, Oregon 97341 Phone (541) 765-2361 + Fax (541) 765-2129 TDD# 1-800-735-2900

August 1, 2003

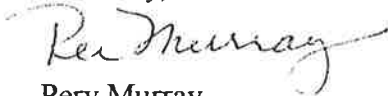
Andy Liddell  
P.O. Box 121  
Otter Rock, OR 97369

RE: Lease Agreement

Dear Mr. Liddell:

This letter is being provided in response to your request for written confirmation that the lease for (1) A private dock 96 feet in length and (2) a private dock 40 feet in length had been terminated effective June 1997. A copy of the Bill of Sale is attached for your reference.

Sincerely,



Pery Murray  
City Recorder

enc

## BILL OF SALE

THIS INDENTURE WITNESSETH, That in consideration of the sum of One Thousand Twenty and no/100's Dollars (\$1,020.00) the receipt whereof hereby is acknowledged, City of Depoe Bay, Seller, hereby grants, bargains, sells, transfers and delivers unto Rocky Creek Development, LLC, hereinafter called Buyer, the following described personal property, now being and situate adjacent to and 15 feet more or less north of Tax lot 5701, Section 8, T 9 S, R 11 W, W.M., State of Oregon, County of Lincoln to wit:

1. A private dock 96 feet in length; and
2. A private dock 40 feet in length

The above personal property is sold AS IS, WHERE IS, without any representations or warranties, including fitness for a particular purpose or merchantability, except Seller does warrant title. Buyer acknowledges that it is not relying upon any representations or promises by Seller or its agents or employees, and that Buyer has had full opportunity to inspect the property described above to Buyer's satisfaction. (This Bill of Sale extinguishes a Lease for the personal property previously existing.)

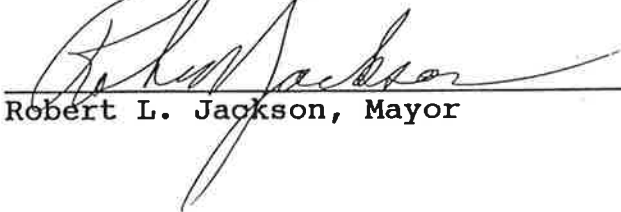
TO HAVE AND TO HOLD, the same unto the Buyer and Buyer's executors, administrators, successors and assigns forever.

The Seller hereby covenants to and with the said Buyer that the Seller is the Owner of the above described personal property, that the same is free from all encumbrances caused or suffered by Seller, that Seller has a good right to sell the same, and that Seller shall warrant and defend the same against the lawful claims

of all persons whomsoever.

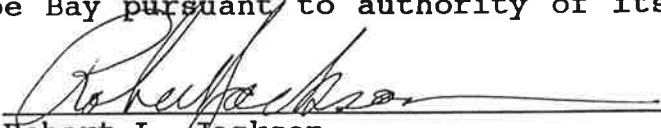
WITNESS my hand this 6<sup>th</sup> day of June, 1997.

City of Depoe Bay

  
Robert L. Jackson, Mayor

STATE OF OREGON       )  
                              ) ss.  
County of Lincoln     )

I, Robert L. Jackson, being first duly sworn, depose and say that I am Mayor of the owner of the property described in the foregoing bill of sale, that the same has been paid for in full, and that I have executed this Bill of Sale freely and voluntarily on behalf of the City of Depoe Bay pursuant to authority of its City Council.

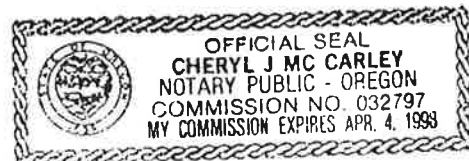
  
Robert L. Jackson

Subscribed and sworn to before me this 9<sup>th</sup> day of

June, 1997.

  
My Commission expires 4-4-98

F:\SHARED\EB\WP60\DOCS\O\D\DEPOE\HARBOR.D09





LEASE

THIS INDENTURE made this 12th day of November, 1976, by and between the CITY OF DEPOE BAY, a municipal corporation, of Lincoln County, State of Oregon, hereinafter called the Lessor, and PIER I SPORTFISHING, an Oregon corporation, of Depoe Bay, Lincoln County, Oregon, hereinafter called the Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the following described premises, located in Lincoln County, Oregon, to-wit:

A private dock, 96 feet in length, for the purposes of mooring Commercial Charter Fishing Vessels, located on the public waters of the Inner Depoe Bay, the location of which is more particularly described as follows:

Adjacent to and 15' more or less North of Tax Lot 5700, Section 8, T 9 S, R 11 W, W.M., Lincoln County, Oregon.

TO HAVE AND TO HOLD the same unto the Lessee for a period of thirty (30) years, said term commencing on November 1 ~~July 1~~, 1976, the Lessee paying therefor as rental the sum of EIGHT DOLLARS (\$8.00) per front foot, there being NINETY-SIX (96) feet of frontage on the property in question, whereby the rental therefor would be the sum of ~~SEVEN HUNDRED SIXTY~~ <sup>Five Twelve</sup> ~~EIGHT~~ AND NO/100 DOLLARS (\$ 768.00 ) per year, with the first such payment to be on or before the 30th day of October 1976, subsequent payments to be on or before the 1st day of July of each year thereafter.

The amount of the rent shall be re-negotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.

It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor to the Lessor.

During the term of this lease the premises herein leased shall be used for the following described marine orientated activities, and for no other purposes with the consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing
- c) Retail sale of fuel and fishing supplies
- d) Boat launching, bait and tackle sales
- e) Vessel dry-docking and marine repairs

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

The lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than FIFTY THOUSAND DOLLARS (\$50,000.00) per person and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or under-let or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully re-negotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said

Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises, and the rights of riparian owners.

This is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or actions, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.

LESSOR: CITY OF DEPOE BAY

By *John H. Bridges*  
Mayor

By *Lora E. Bridges*  
Recorder

LESSEE:

*James H. Herford*  
*James B. Herford*  
*Ted J. Herford*  
*Beverly J. Robinson*

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN )

Personally appeared *John H. Bridges & Lora E. Bridges* and  
\_\_\_\_\_, who being duly sworn did each say for himself, and not  
for the other, that the former is the Mayor and the latter is the Recorder of  
the CITY OF DEPOE BAY, a municipal corporation, and that said instrument was  
signed on behalf of said corporation and by authority of the City Council; and  
they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

*Alexia M. Bates*  
Notary Public for Oregon  
My Commission expires:  
*6-26-78*

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN )

Personally appeared *James Davis, J.B. Herford, Ted Herford*  
*Beverly Robinson* and \_\_\_\_\_  
and acknowledged the foregoing to be his voluntary act and deed.

Before me:

*Alexia M. Bates*  
Notary Public for Oregon  
My Commission expires:  
*6-26-78*

LEASE

THIS INDENTURE made this 5<sup>th</sup> day of October, 1976, by and between the CITY OF DEPOE BAY, a municipal corporation, of Lincoln County, State of Oregon, hereinafter called the Lessor, and JIMCO DOCKS, an Oregon corporation, of Depoe Bay, Lincoln County, Oregon, hereinafter called the Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the following described premises, located in Lincoln County, Oregon, to-wit:

A private dock, 40' in length, for the purposes of mooring Commercial Charter Fishing vessels, located on the public waters of the Inner Depoe Bay, the location of which is more particulaly described as follows:

Adjacent to & 15' M/L North of Tax Lot 5701, Section 8, T 9 S, R 11 W, W.M., Lincoln County, Oregon

TO HAVE AND TO HOLD the same unto the Lessee for a period of thirty (30) years, said term commencing on July 1, 1976, the Lessee paying therefor as rental the sum of EIGHT DOLLARS (\$8.00) per front foot, there being FORTY feet of frontage on the property in question, whereby the rental therefor would be the sum of THREE HUNDRED TWENTY AND NO/100 DOLLARS (\$ 320.00 ) per year, with the first such payment to be on or before the 30th day of October 1976, subsequent payments to be on or before the 1st day of July of each year thereafter.

The amount of the rent shall be re-negotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.



It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor to the Lessor.

During the term of this lease the premises herein leased shall be used for the following described marine orientated activities, and for no other purposes with the consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing
- c) Retail sale of fuel and fishing supplies
- d) Boat launching, bait and tackle sales
- e) Vessel dry-docking and marine repairs

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

The lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than FIFTY THOUSAND DOLLARS (\$50,000.00) per person and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or under-let or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully re-negotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said

Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises, and the rights of riparian owners.

This is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or actions, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.

LESSOR: CITY OF DEPOE BAY

By Jean H. Quinn  
Mayor

By Lora E. Bridges  
Recorder

LESSEE: G. K. Romans

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN   )

Personally appeared JEAN H. QUINN and LORA E. BRIDGES, who being duly sworn did each say for himself, and not for the other, that the former is the Mayor and the latter is the Recorder of the CITY OF DEPOE BAY, a municipal corporation, and that said instrument was signed on behalf of said corporation and by authority of the City Council; and they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

M. Q. M. Cutler  
Notary Public for Oregon  
My Commission expires: 10/15/76

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN   )

Personally appeared G. K. ROMANS and acknowledged the foregoing to be his voluntary act and deed.

Before me:

M. Q. M. Cutler  
Notary Public for Oregon  
My Commission expires: 10/15/76

**Macpherson, Gintner, Gordon & Diaz****LAWYERS**

423 North Coast Highway  
P.O. Box 1270  
Newport, Oregon 97365  
(541) 265-9881 / (800) 829-8881  
FAX (541) 265-3571  
email: [gintner@mgsdlaw.com](mailto:gintner@mgsdlaw.com)

**Peter Gintner**  
Also admitted in Alaska

June 27, 2006

Betty Taunton  
Sea Trollers, Inc.  
PO Box 88  
Depoe Bay, OR 97341


Re: Lease Agreement dated May 20, 1981

Dear Ms. Taunton:

This office represents the City of Depoe Bay. This letter is to inform you that the original lease between the City of Depoe Bay and Craig Taunton, Neil Taunton, H. Vaughn Taunton, Betty Jean and Philip Taunton dated May 20, 1981, will terminate as of July 1, 2006. The city council is currently developing the terms of any new lease agreement that may be offered. That process will not be completed prior to the termination date. Given that the lease has a right of first refusal clause, I have been authorized to extend the term for another six months or through December 31, 2006. If the council decides to continue leasing the subject property, you will be offered the new lease terms pursuant to the right of first refusal.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Peter Gintner  
PG/man  
cc: client

cc: B. Leff, S. Goddard (ARC/Harbor Finance) 2/21/14

LEASE

THIS INDENTURE made this 20 day of May, 1981 by and between the CITY OF DEPOE BAY, a municipal corporation, of Lincoln County, State of Oregon, hereinafter called the Lessor, and CRAIG V. TAUNTON, NEIL A. TAUNTON, H. VAUGHN TAUNTON, BETTY JEAN TAUNTON and PHILIP A. TAUNTON hereinafter called the Lessee,

W I T N E S S E T H:

That in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the following described premises, located in Lincoln County, Oregon, to wit:

PARCEL 1: Space for a private dock, 150 feet in length, for the purposes of mooring commercial charter fishing vessels, located on the public water of the Inner Depoe Bay, the location of which is more particularly described as follows:

Adjacent to and 80 feet, more or less, South of Lots 1, 2 and 3, of Block 4, Depoe Bay, Section 8 T 9 S, R 11 W., W.M., Lincoln County, Oregon.

PARCEL 2: Beginning at the SW corner of Lot 2, Block 4, Depoe Bay, thence S 9°19' E along the southerly extension of the westerly line of said Lot 2 a distance of 73.7 feet; thence N 66° 15-1/2' E 49.53 feet to a point which is S 9°19' W 75.51 feet more or less to the SE corner of said Lot 2; thence southwesterly along the southerly line of said Lot 2 to the point of beginning;

EXCEPTING any portion northerly of the meander line.



It is mutually acknowledged between the parties that the legal description used herein may not be a precise description of the premises leased, and therefore, the description used herein shall be subject to a resurvey and the Lessor shall not be held responsible or liable for damages or losses incurred as the result of any errors in the present description.

TO HAVE AND TO HOLD the same unto the Lessee for a period of Twenty-five (25) years, said term commencing on July 1, 1981, the Lessee paying therefor as rental the sum of Eight Dollars and 40/100 (\$8.40) per front foot, there being 150 feet of frontage on the property in question, whereby the rental therefor would be the sum of One Thousand Two Hundred Sixty Dollars (\$1,260.00) per year, with the first such payment to be on or before the 1st day of July, 1981, and for the remainder of the term on or before the first day of July of each year thereafter.

The amount of the rent shall be renegotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.

It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor to the Lessor.

During the term of this lease the premises herein leased shall be used for the following described marine orientated activities, and for no other purposes without the consent of the Lessor:

- (a) Charter boat operations
- (b) Wholesale and retail fish buying and processing
- (c) Retail sale of fuel and fishing supplies
- (d) Boat launching, bait and tackle sales
- (e) Vessel dry-docking and marine repairs

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

Lessor and Lessee acknowledge that all improvements located upon the premises herein described, including any docks and buildings, are owned by the Lessee, and may at his option be removed at the termination of this lease. Lessee, by executing this agreement, acknowledged that the Lessor is the owner of the fee title of the premises herein leased.

The Lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than Fifty Thousand Dollars (\$50,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or underlet or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully renegotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are

to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of third parties, the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises.

This lease is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a

trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.


LESSOR:

CITY OF DEPOE BAY

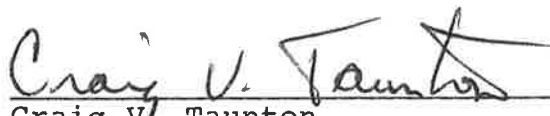
By

  
Mayor

By

  
Recorder

LESSEE:

  
Craig V. Taunton

  
Neil A. Taunton

H. Vaughn Taunton  
H. Vaughn Taunton

Betty Jean Taunton  
Betty Jean Taunton

Philip A. Taunton  
Philip A. Taunton

STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN    )

Personally appeared Robert Jackson and Margaret Haytton, who being duly sworn did each say for himself, and not for the other, that the former is the Mayor and the latter is the Recorder of the City of Depoe Bay, a municipal corporation, and that said instrument was signed on behalf of said corporation and by authority of the City Council; and they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

Lucius M. Winther  
Notary Public for Oregon  
My Commission expires: 5-4-85

STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN    )

Personally appeared CRAIG V. TAUNTON and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Lucius M. Winther  
Notary Public for Oregon  
My Commission expires: 5-4-85

STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN    )

Personally appeared NEIL A. TAUNTON and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:


Lucius M. Winther  
Notary Public for Oregon  
My Commission expires: 5-4-85



STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN       )

Personally appeared H. VAUGHN TAUNTON and acknowledged the foregoing instrument to be his voluntary act and deed.


Before me:

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 5-4-85

STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN       )

Personally appeared BETTY JEAN TAUNTON and acknowledged the foregoing instrument to be her voluntary act and deed.


Before me:

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 5-4-85

STATE OF OREGON           )  
                                  ) ss  
COUNTY OF LINCOLN       )

Personally appeared PHILIP A. TAUNTON and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 5-4-85

**Macpherson, Gintner, Gordon & Diaz****LAWYERS**

423 North Coast Highway  
P.O. Box 1270  
Newport, Oregon 97365  
(541) 265-8881 \ (800) 829-8881  
FAX (541) 265-3571  
email: [gintner@mgsdlaw.com](mailto:gintner@mgsdlaw.com)

**Peter Gintner**

Also admitted in Alaska

June 27, 2006

Tim Harmon  
Tradewinds Charters  
PO Box 123  
Depoe Bay, OR 97341

Re: Lease Agreement dated October 20, 1976

Dear Mr. Harmon:

This office represents the City of Depoe Bay. This letter is to inform you that the original lease between the City of Depoe Bay and your predecessors in interest, dated October 20, 1976, will terminate as of July 1, 2006. The city council is currently developing the terms of any new lease agreement that may be offered. That process will not be completed prior to the termination date. Given that the lease has a right of first refusal clause, I have been authorized to extend the term for another six months or through December 31, 2006. If the council decides to continue leasing the subject property, you will be offered the new lease terms pursuant to the right of first refusal.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Peter Gintner

PG/man

cc: client

cc: B. Leff, S. Goddard (ARC/Harbor Finance) 2/21/14

LEASE

THIS INDENTURE made this 20th day of October, 1976, by and between the CITY OF DEPOE BAY, a municipal corporation, of Lincoln County, State of Oregon, hereinafter called the Lessor, and STANLEY R. ALLYN dba TRADEWINDS TROLLERS, an Oregon corporation, of Depoe Bay, Lincoln County, Oregon, hereinafter called the Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee the following described premises, located in Lincoln County, Oregon, to-wit:

A private dock, 200 feet in length, for the purposes of mooring Commercial Charter Fishing Vessels, located on the public waters of the Inner Depoe Bay, the location of which is more particularly described as follows:

Adjacent to and 70' more or less East of Lots 3, 4, 5, 6 and 7, Block 4, Depoe Bay, in Section 8, T 9 S, R 11 W, W.M., Lincoln County, Oregon.

TO HAVE AND TO HOLD the same unto the Lessee for a period of thirty (30) years, said term commencing on July 1, 1976, the Lessee paying therefor as rental the sum of EIGHT DOLLARS (\$8.00) per front foot, there being TWO HUNDRED (200) feet of frontage on the property in question, whereby the rental therefor would be the sum of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00) per year, with the first such payment to be on or before the 30th day of October 1976, subsequent payments to be on or before the 1st day of July of each year thereafter.

The amount of the rent shall be re-negotiated at five (5) year intervals from the date hereof, however, it is hereby agreed between the parties that the rent shall not increase or decrease more than five percent (5%) between each five (5) year period.

It is further agreed that in addition to the cash rental herein provided, the Lessee will pay all taxes which may be levied upon said real property and the improvements placed thereon when levied and assessed and before the same become delinquent, including any and all assessments levied against said real property for local improvements, during the term of this lease or any renewal or extension thereof, and will promptly deliver the receipts therefor to the Lessor.

During the term of this lease the premises herein leased shall be used for the following described marine orientated activities, and for no other purposes with the consent of the Lessor:

- a) Charter boat operations
- b) Wholesale and retail fish buying and processing
- c) Retail sale of fuel and fishing supplies
- d) Boat launching, bait and tackle sales
- e) Vessel dry-docking and marine repairs

Lessee will keep the improvements now on or hereafter erected upon the leased premises in a good state of repair, and will keep the premises free of debris.

The lessee shall not transfer or assign this lease nor sub-lease or assign or otherwise transfer the premises subject to this lease without the prior written consent of the Lessor.

Lessee agrees to maintain public liability insurance on the premises during the full term of this lease or any renewal thereof covering Lessor in an amount of not less than FIFTY THOUSAND DOLLARS (\$50,000.00) per person and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, and to furnish evidence of such insurance to Lessor together with the receipts for the premiums paid thereon.

Lessee does further agree to save Lessor harmless from any claims made against Lessor due to the activity of the Lessee on the premises leased.

The Lessee does hereby covenant to and with the Lessor and its assigns, that he will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, he will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said Lessor, or those having its estate therein, peaceably, quietly and in a good order and condition as the same now are or may be put in by the Lessor, or those having its estate in the premises; that the said Lessee will not suffer or commit any strip or waste thereof, nor, except as hereinabove stated, assign this lease or under-let or permit any other person or persons to occupy the same without the consent of said Lessor, or those having its estate in the premises, being first obtained in writing, also that it shall be lawful for the said Lessor, or those having its estate in the premises, at reasonable time, to enter into and upon the same to examine the condition thereof.

At the end of the terms of the lease, Lessee herein shall have first right of refusal to enter into a lease with the Lessor for the premises subject to the present lease, however, the terms including the amount of rent shall be fully re-negotiable at that time. Provided, always, that if the said Lessee, his representatives and assigns shall neglect or fail to do or perform any or either of the covenants hereinbefore contained which, on his part, are to be performed, then and in either of said cases, after the Lessor has given notice of default, and if the Lessee has not cured the default within thirty (30) days after the notice given by the Lessor, the said Lessor, or those having its estate in the premises, lawfully, may immediately or at any time thereafter and while said neglect or default continues and without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole and repossess the same of its former estate, and expel the said

Lessee and those claiming under him and remove his effects without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings for breach of covenant, ejections, forcible entry and detainer, or other remedies available in law or equity.

This lease is subject to the rights, claims or demands, if any, of the State of Oregon, or any department or agency thereof, and also subject to the right of the public in tidal lands, lands beneath navigable waters, and any waters lying over the premises, and the rights of riparian owners.

This is to be recorded in the Office of the Clerk of Lincoln County, Oregon, which is to be done by the Lessee at Lessee's expense.

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as a trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or actions, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing attorney fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease even though no suit action is instituted.

IN WITNESS WHEREOF, the CITY OF DEPOE BAY has caused this indenture to be executed in its name by its Mayor and Recorder and pursuant to a resolution duly and regularly adopted by the Council of Depoe Bay, and the Lessee has executed this indenture in duplicate the date and year first written above.

LESSOR: CITY OF DEPOE BAY

By

Robert L. Jackson  
Mayor

By

Lora E. Bridges  
Recorder

LESSEE:

Stanley R. Llyn

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN )

Personally appeared Robert L. Jackson and Lora E. Bridges, who being duly sworn did each say for himself, and not for the other, that the former is the Mayor and the latter is the Recorder of the CITY OF DEPOE BAY, a municipal corporation, and that said instrument was signed on behalf of said corporation and by authority of the City Council; and they each acknowledge that instrument to be the City's voluntary act and deed.

Before me:

Letitia Mae Regal  
Notary Public for Oregon

My Commission expires: 12-5-81

STATE OF OREGON     )  
                              ) SS  
COUNTY OF LINCOLN )

Personally appeared Stanley R. Llyn and acknowledged the foregoing to be his voluntary act and deed.

Before me:

Letitia Mae Regal  
Notary Public for Oregon

My Commission expires: 12-5-81