

**City of Brookings**  
**WORKSHOP Agenda**

**CITY COUNCIL**

**Monday August 7, 2023, 4:00pm**

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

**A. Call to Order**

**B. Roll Call**

**C. Topics**

1. ODFW- Fish Acclimation Update [Pg. 1]
2. Social Security Bar - County Agreement Update [Pg. 2]
  - a. Curry County Proposal for Social Security Bar [Pg. 4]
  - b. Curry County Staff Report, August 3, 2023 [Pg. 15]
  - c. Oregon Department of State Lands (ODSL) letter, May 31, 2023 [Pg. 16]
  - d. ODSL – Curry County Draft Lease Agreement [Pg. 22]
  - e. Curry County Planning Commission Final Order AD-1925, March 26, 2020 [Pg. 44]

**D. Council Member Requests for Workshop Topics**

**E. Adjournment**

All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: August 7, 2023

Originating Dept: Finance & Admin

\_\_\_\_\_  
Signature (submitted by)

  
\_\_\_\_\_  
City Manager Approval

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Subject: ODFW Fish Acclimation Update

Financial Impact:

None at this time.

Background/Discussion:

Councilor Martin requested that the City Council consider allowing a fish acclimation site to be located on city-owned property. This would help sustain the fish population in the Chetco River, after Ferry Creek Dam is no longer a viable option. Potential sites were mentioned, including the Rainey Collector (water intake) site and Salmon Run.

We are hoping to have a representative of Oregon Department of Fish and Wildlife (ODFW) available to discuss and answer questions.

# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: August 7, 2023

Originating Dept: Finance & Admin

Signature (submitted by)

  
City Manager Approval

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Subject: Social Security Bar – County Agreement

Financial Impact:

None.

Background/Discussion:

Illegal activities at Social Security Bar coupled with complaints from adjacent residents have been ongoing for years. A new round of staff discussion about what to do with the city-owned portion of land which includes access to Social Security Bar emerged in 2018.

A prior Curry County Parks Director discussed with County Commissioners at a workshop on August 8, 2018 his interest in the development of the 1.6 acres of City-owned property at Social Security Bar. Commissioners directed him to prepare a proposal to present to the City of Brookings. Staff brought the subject of Social Security Bar back to a City Council Workshop on October 1, 2018. Council was open to the concept of the County developing the property but expressed interest in a long-term lease in lieu of selling the property to the County.

City Council reviewed at a workshop on August 5, 2019, and again on August 12, 2019, where the County provided a proposal to manage the City-owned Social Security Bar access. The Council requested that he take the proposal back to the County and prepare a lease agreement that addresses the following concerns.

- The length of agreement.
- Ensuring that public access to the gravel bar will not be hindered.
- Access to the area in case of requiring an emergency water source.

On March 23, 2020 Council authorized the City Manager to enter into a lease agreement with Curry County for Social Security Bar. The County did not sign the agreement. At the same Council meeting on March 23rd, the City Council declared a temporary State of Emergency due to COVID, and the County did shortly after. As we now know, that lasted for a considerable period of time. Since then, all three County Commissioners have changed, and we have four new City Councilors.

In June, the County expressed an interest in renewing these discussions. On July 10, 2023, the City Council discussed priorities regarding this property, and gave staff direction to further discussions with the County based on those renewed priorities.

The County held a workshop on August 3<sup>rd</sup> to discuss this as well. During that meeting, I reiterated City Council's consensus to have the agreement include unrestricted access to the gravel bar, a long-term agreement, and City access to the area in case of an emergency requiring the water source at that point. The County Commissioners were in general agreement with these bullet points and directed County Counsel to work with the City Manager on an agreement.

Attachments:

- a. Curry County proposal for Social Security Bar
- b. Curry County Staff Report, August 3, 2023
- c. Oregon Department of State Lands (ODSL) letter, May 31, 2023
- d. ODSL – Curry County Draft Lease Agreement
- e. Curry County Planning Commission Final Order AD-1925, March 26, 2020.

CURRY COUNTY

# Chetco River Social Security Bar

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## Proposal

Josh Hopkins, Curry County Parks Director

7/24/2019



In order to maintain a safe and sanitary experience that recreationist of all ages can enjoy, Curry County is pursuing land transfer options for the City of Brookings owned Social Security Bar Access Point along the Chetco River near Brookings Oregon.

**Proposal Contents**

• Executive Summary	page 1
• Curry County’s Goal for the Social Security Bar	2
• Proposed Use Map	3
• Tax Lot Map	4
• Current Signage	5
• Permanent Recreational Campground at Access Point	6
• Cost/Revenue Summary	7
• Letters of Support	8-9

## **Executive Summary**

The Social Security Bar is located on the North Bank of the Chetco River approximately 4 miles from Highway 101. The City of Brookings owns the 1.6 acre access point, and the Department of State Lands (DSL) owns the connected gravel bar. The gravel bar is enjoyed by many outdoor recreationalists like fishermen, boaters, and swimmers.

For years residents living around the Social Security Bar have voiced concerns about public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. The City of Brookings has had several workshops on what to do to correct these actions. Over the years numerous ideas like gates, installing a camp host, and cameras have been reviewed. During a May, 2015 Workshop a letter with a petition signed by 35 citizens from the area was presented detailing the issues and requesting a gate.

Complicating the issue is deciding whose jurisdiction enforcement falls to for the area. The access is owned by the City of Brookings, but does not lie within city limits. While it is within the County limits, the Bar is State owned, and sometimes has to wait for Oregon State Police to respond. While combined law enforcement will respond to these areas, the nuisance calls are often after dark when Officers are not readily available. In these cases, as there are no eyes and ears on the property to take down license plates and vehicle descriptions, the people dumping trash and running off-road vehicles all hours of the night often do so without consequence.

In order to continue the conversation on how to best address the concerns of the public, and preserve the recreational beauty of the area, Curry County held a Board of Commissioner (BOC) Workshop in August 2018. Parks Director, Josh Hopkins, presented an idea to the BOC of working with the City of Brookings to gain ownership of the access point to develop a campground facility on and proposed leasing the DSL gravel bar. The City of Brookings had a follow-up City Council Workshop in October 2018 confirming they were interested in exploring this possibility. Curry County had another Workshop in April 2019 where the BOC gave a consensus to work on a proposal for this project. County Parks sent a proposal for a lease option to DSL; a DSL representative has reported the Agency is in favor of a long term lease.

Curry County is proposing an ownership transfer, wherein the City of Brookings donates the access point property to Curry County with the following restrictions. Place a recreational restriction in the deal wherein if Curry County attempts to use the property for a non-recreational purpose, ownership returns to the City. Create a roads width easement from N. Bank Chetco River Rd to the gravel bar property line.

Curry County will provide an onsite camp host to help maintain and enforce County Park Regulations, trash service, sanitary restroom facilities, and actively work towards building a campground on the access point. Providing an onsite camp host with the ability to accurately report instances of illegal dumping, fires, parties, and off-road vehicles is expected to quickly curb these actions. This type of governmental teamwork restores the public trust in its government organization's ability to collaborate and protect the recreational lands placed aside for their enjoyment. The main goal is to provide a safe and sanitary experience that recreationist of all ages can enjoy.

## **Curry County's Goals for the Social Security Bar**

Insure and maintain public access

Create and maintain a public facility that promotes safe and sanitary outdoor recreational activities

Stop illegal dumping

Stop and regulate current illegal camping

Stop illegal campfires, late night partying, and the public nuisances the area is known for





## Proposed Property Use Maps for County Management



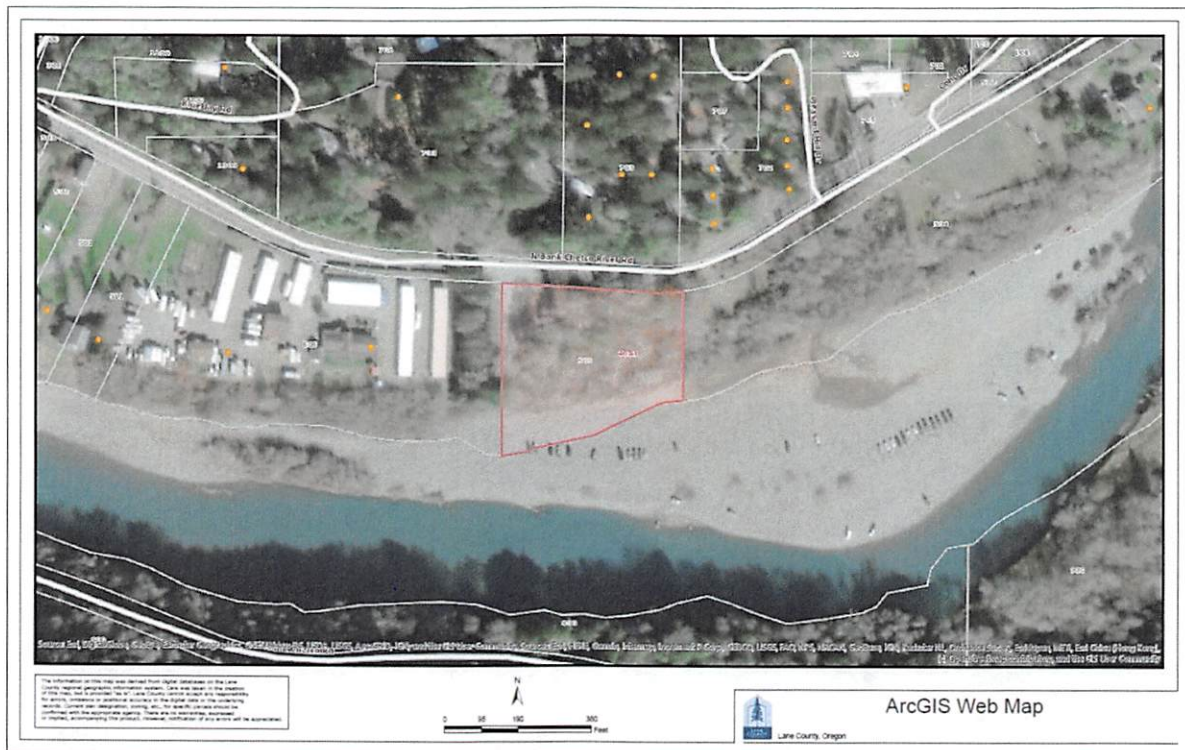
Above- The property area of interest is the City owned Social Security Bar Access Point; its boundary is marked by the red box. The blue lined area is the DSL owned parcel the County is pursuing a lease of for Dry RV.



Above- Closer view of proposed Day Use Only Area (1) and RV Camping Area (2), separated by orange line. Having a Day Use Only section will help insure public access, and cause less impact on neighbors as the dry RV camping will be away from their view. The yellow dash line represents the proposed City of Brookings easement area. The easement adds an additional layer of protection to insure the public's unblocked access to the area.

## Tax Map

The City of Brookings access point is Taxlot number 503, Map Taxlot 4013-34 -00503-00, property ID R25575, approximately 1.6 acres in size. The County is proposing this property be donated for use of a recreational facility. The County will be actively developing a permanent public campground on the access point. Donating the property for a project that will create and expand on the public's recreational opportunities, shows not only great intergovernmental cooperation, but reassures the public's trust in the jurisdictions who are managing their lands.





## Signage

Below is the current signage at Social Security Bar. After an agreement is finalized with the City of Brookings, Curry County Parks would update the verbiage stating something similar to “Curry County Parks Presents, DSL’s Social Security Bar Day Use and Campground.” We would clearly list the camping season May 31<sup>st</sup>-December 31<sup>st</sup>, and the relevant rules and regulations on the sign. Additionally the County would create a separate interpretive sign explaining the history of the Social Security Bar, and highlight the cooperative nature between the different governmental agencies that facilitated its creation as a recreational facility for the public’s enjoyment.



## **Permanent Recreational Campground at Access Point**

Below is an example of what kind of campground could be built on the City of Brookings owned access point that Curry County is purposing be donated. This is only an example, and the County would look to limit the spaces built to possibly 12 campsites. A proposed time frame would be as follows: Year one; establish a camp host site at the access point, trash services, temporary restroom facilities, and charge for dry recreation vehicle bar camping. Year two; have designs and Master Development Plan for campground created. Year three; establish permanent restroom facilities at access point. Year five; establish and build camping facilities on the access point.



## **Estimated Annual Cost Summary**

Year Round Camp Host- \$3600.00/yr

1 cubic yard trash weekly- \$143.95/mo, expected for June-Sept, then 4 cubic yard as needed at \$145per call. \$1200.00/yr

Temporary sani-cans bi-weekly- Standard \$90/mo, during peak season would want at least two of each. \$1440.00/yr

Camp Host Septic- \$98 pumps or possibly purchase 250gal holding tank. \$890.00/yr

Janitorial Supplies- \$300.00/yr

Current total estimate- \$7430.00/yr

## **Comparable Estimated Revenue**

Currently gravel bar camping is allowed at three Forestry Campgrounds approximately 10 miles up the Chetco River from the Social Security Bar. Below is a yearly revenue table, not taking into account large fire years.

	Gold Beach Ranger District Bar Camping:			
	2013	2014	2015	2018
Redwood:	\$10,567	\$12,005.50	\$7,743.00	\$8,651.50
Miller:	\$3,994.73	\$3,735	\$4,257.75	\$6,230.30
Nook:	\$6,227.90	\$6,079	\$6,185.68	\$8,596
Total:	\$20,789.63	\$21,819.50	\$18,186.43	\$23,477.80

As the Social Security Bar is larger, has a better location, and will have a longer season, this facility is expected to generate more revenue than the comparables listed. Allowing for seasonal dry RV camping on a section of the bar is essential. It allows the revenue collected to be available for offsetting the operational cost, and funds the development of a permanent campground on the City owned access point the County is interested in gaining ownership of.

To Whom it may Concern,

I am writing you to express my support to rid the neighbors of the noise abuse and countless parties motorcycles driving 90 miles an hour, homelessness and feces , needles, nails, garbage fires and countless other problems we have endured for years.

The response from all involved has always been to point the finger at each other and say it's nobody's fault.

Countless sleepless nights calling the Curry County Sheriff's Dept. to be told there is nothing they can do . No Sheriff or State Police available.

I'm thrilled to hear an answer finally! Something to benefit everyone the County putting a park in, campground, and a park host, This is a wonderful idea. The land will be treasured and cared for the way it should be. Land this beautiful should not be trampled and treated like garbage it should be respected and viewed as a treasure given to us to use and to leave in the same condition if not better.

Please understand I am not an environmentalist I have lived here since 1972 on the Chetco and believe change is good when it better things a campground would give us a chance for peace and other people visiting more opportunities for places to camp and enjoy are lovely river . This is a golden idea that is a win win.

Sincerely,  
Teresa Rice (Rush)

To: Curry County Parks Department  
From:  
Gordon and Olga Nielsen

7/25/2018

This letter is in support of the development and maintenance of a campground on the Social Security Bar. We feel that this would be a major improvement to the area.

We moved to Brookings several years ago because of the location and the beauty of the area. Before we moved, we had visited multiple times and enjoyed all of the tourist attractions and campgrounds in Curry County. We were impressed with the cleanliness of the facilities. We ended up buying a home and business above the Social Security Bar. Shortly after we moved, we were very disappointed to find out that this area was used as a partying place and dumping ground by irresponsible individuals. The sheriff's department is currently in charge of patrolling the ramp and the Bar. We realize that they are short staffed and cannot give the Social Security Bar the attention that is needed. Something, however, needs to be done about the dumping, littering, and crime on the river. It seems as if developing this area into a campground with a camp host to watch over things is the solution.

We would like to describe more specifics about some of the things that are taking place on the ramp and the Bar. First of all, things such as an old HVAC unit the size of a refrigerator has been dumped on the west end of the Bar and an old broken dryer has been dumped in the bushes on the east end of the Bar. Also, as we are writing this letter, another two bags of yard trash were added to the four that we found two days ago. Yard maintenance trash is dumped on the river bar constantly. This is in addition to the regular garbage we are picking up and throwing away with our own trash. We routinely find McDonalds dishes, cups, fishing lines with hooks on them, paper, boxes, beer cans, plastic bottles and broken pieces of glass. Very often groups of people come to the river at night and stay there screaming, playing very loud music way beyond the time they are allowed to be there. They also start fires relatively close to the brush even during "no fire" seasons. We find many of these fires still burning in the morning when we walk our dog. RVs and trailers as well as cars stay on the Bar overnight even though it is not legally allowed.

In conclusion, we believe that if the County would consider setting up a campground on the territory of the Social Security Bar, it would change the above mentioned dynamics instantly. It would not only clean the place up and preserve its natural attraction for tourists and for the residents, but it would also discourage the illegal activity that is taking place in the area. Besides the other advantages listed above, this could be a good source of revenue for the County. Our desire is to make Brookings a better and more attractive place which will bring benefit to everyone involved.

Thank you for your consideration of this matter.

Sincerely,  
Gordon and Olga Nielsen.

Owners of Steevens Storage  
98744 N.Bank Chetco River Rd.  
Brookings, OR 97415  
Phone number (541)469-2853





**CURRY COUNTY BOARD OF COMMISSIONERS**  
**REQUEST FOR AGENDA ITEM**  
*Workshop*

Agenda Date:		Agenda Item Title:	
08/03/2023		Brookings Social Security Bar – Potential Management by County Parks	
Time Needed:			
5 minutes			
Financial Impact:		Description and Background:	
None		<p>In 2019, the County applied for DSL permission to manage the Social Security Bar area, in accordance with the planned management of the river access parcel owned by the City of Brookings. Recently, County Parks received approval to manage the Bar. The City of Brookings recently discussed this proposal at a Workshop, and still desires that the County take over the management of the Bar. The Board of Commissioners must determine if it is appropriate to proceed with entering into a lease or contract with the City of Brookings for management services by County Parks.</p>	
Category:			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
<input type="checkbox"/>	Public Hearing		
Requested Motion:			
N/A			
Attachments:		Instructions Once Approved:	
1. Information Packet (DSL, County, City proposals)			
Contact Person – Name and Department:			Date Submitted:
Ted Fitzgerald, DCO			July 31, 2023





# Oregon

Tina Kotek, Governor

## Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

[www.oregon.gov/dsl](http://www.oregon.gov/dsl)

## State Land Board

May 31, 2023

Tina Kotek

Governor

JV410VAPP0062277

CURRY COUNTY

ATTN: DIRECTOR WENDY LANG

94235 MOORE ST STE 413

GOLD BEACH, OR 97444

Cheryl Myers

Acting Secretary of State

Tobias Read

State Treasurer

RE: State Special Use Lease 62277-SU

Dear Director Lang:

In 2019, Curry County Parks Dept submitted an application and \$750 fee for a Special Use Lease with the Department of State Lands for a recreational camping facility at Social Security Bar on the Chetco River. The application went through the Public Review Process (11/12/19-12/12/19). Anthony Derock was the Parks staff that was working on this agreement – it was previously sent to him for signature in Sept 2020, and again in Dec 2020. At this time, we still do not have a signed draft authorization back from Curry County Parks Department. I have attached the updated draft lease agreement (dates have been updated to start 6/1/23) and the application that was submitted in 2019. Please feel free to reach out to me if you have any questions about this.

The Department has approved the request for the above special use lease. Enclosed is a copy of the lease applied for to use state-owned lands in Curry County. Now that you have received the enclosed copy, please complete the following steps:

1. **Read the lease document carefully** to ensure that you understand all of the terms and provisions of the lease. If you have any questions concerning the content of your lease, please call us.
2. **Fill in the information required** on the signature page and the Acknowledgement of Tenant. Have the proper authority **sign** the lease where required; and **have the signature notarized**. Do not fill in the date at the top of the page, the Department will when the lease is authorized.

3. **Send the signed and notarized lease to my attention.** It may be returned via email [Support.Services@dsl.oregon.gov](mailto:Support.Services@dsl.oregon.gov) or a hard copy mailed in. If sending the hard copy, please write the lease number on the outside of your envelope, below your return address. **Mail to: Department of State Lands, 775 Summer Street NE Suite 100, Salem, OR 97301**
4. **We must receive your signed lease within 30 calendar days of the date of this letter.** If for some reason you are unable to meet this deadline, please contact us.

When we receive your lease, the Department will sign it and return a copy to you for your records.

Thank you for your assistance and patience in this process. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Melissa Pelton  
Proprietary Coordinator  
Southwest Region & Columbia County  
[melissa.pelton@dsl.oregon.gov](mailto:melissa.pelton@dsl.oregon.gov)  
971-599-9153

Enclosure: State Special Use Lease 62277-SU  
2019 Special Use Lease application





# Special Use Application Form

RECEIVED  
Date Received

SEP 25 2019

RECEIVED \$ 750.00  
DEPARTMENT OF STATE LANDS  
#122689

AGENCY WILL ASSIGN NUMBER

Oregon Department of State Lands Application No. 62277-SU

## SEND COMPLETE AND SIGNED APPLICATION TO:

(West of the Cascade Crest)

### WESTERN REGION

Department of State Lands  
775 Summer Street NE, Suite 100  
Salem, OR 97301-1279  
503-986-5200  
FAX: 503-378-4844

[www.oregonstatelands.us](http://www.oregonstatelands.us)

(East of the Cascade Crest)

### EASTERN REGION

Department of State Lands  
1645 NE Forbes Road, Suite 112  
Bend, OR 97701  
541-388-6112  
FAX: 541-388-6480

☒ New

☐ Renewal

☐ Assignment

☐ Modification

☐ Amendment

## 1 - APPLICANT INFORMATION

Applicant's Name and Address:

Curry County

94235 Moore St, Suite 122

Gold Beach Oregon 97444

Business Phone: \_\_\_\_\_

Home Phone: 541-247-3296

Fax: (541) 247-2718

Email Address: Boc\_office@co.curry.or.us

Co-Applicant's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Agent Name and Address:

Josh Hopkins, Parks Director

94235 Moore St, Suite 413

Gold Beach Oregon 97444

Business Phone: 541-247-3386

Home Phone: \_\_\_\_\_

Fax: 541-247-2718

Email Address: hopkinsj@co.curry.or.us

## 2 - PROJECT LOCATION

Street, Road or other descriptive location

Social Security Gravel Bar, approximately 4 miles from US HWY 101 up North Bank Chetco RD.

Legal Description

Township

Range

Section

Quarter

4013

In or Near (City or Town)

Brookings

County

Curry

Tax Map #

4013-34 -WATER-00

Tax Lot #

WATER

Waterway  
Chetco River

River Mile

3, 3 - 1.3

Other

Map Number 40S13W34

### 3 - PROJECT INFORMATION

Activity Type (Check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Agriculture                                  | <input type="checkbox"/> Scientific experiments   |
| <input type="checkbox"/> Communications facilities                    | <input type="checkbox"/> Sporting and other events  |
| <input type="checkbox"/> Wind farms                                   | <input type="checkbox"/> Outfitting and guiding services                                    |
| <input type="checkbox"/> Industrial, business and commercial purposes | <input type="checkbox"/> Motion picture filming and set construction                        |
| <input type="checkbox"/> Residence and recreational cabins            | <input checked="" type="checkbox"/> Other, please describe use: <u>Recreational Camping</u> |
| <input type="checkbox"/> Native seed harvesting                       | <u>Facility</u>   |

Are you aware of any Endangered Species on the project site?

☐ Yes ☒ No

Are you aware of any Cultural Resources on the project site?

☐ Yes ☒ No

Is the project site near a State Scenic Waterway?

☐ Yes ☒ No

If yes, please explain in the project description (Section 4). How will activity impact area and proposed mitigation?

### 4 - PROJECT PURPOSE & DESCRIPTION

☐ Existing

☒ Proposed

**Project Purpose and Need:** Establishing the Social Security Bar along the Chetco River as a recreational camping facility. For many years residents living around the Social Security Bar have voiced concerns with public nuisances that take place year round on the property. Illegal dumping, illegal fires, camping, late night partying, and off-road vehicle use have upset and at times overshadowed the peaceful recreational activities of the day. Creating a recreational camping facility with County Park Rules and Regulations being enforced should curb this abusive behavior of this amazing waterway. See attached Proposal for more details.

**Project Description:** Curry County is looking to gain lease options of both the DSL owned Social Security Gravel Bar, and 1.6 acre City of Brookings owned access point; for creation of a recreational camping facility that outdoor enthusiast of all ages can enjoy. See attached proposal for further details.

Estimated Start Date: 1/01/2020

Estimated Completion Date:

### 5 - ADDITIONAL INFORMATION

Names, address and phone number for adjacent property owners.

NIELSEN, GORDON & OLGA  
98744 N BANK CHETCO RIVER RD  
BROOKINGS, OR 97415  
(541)469-2853

Has the applicant received any prior authorizations from the Department of State Lands? ☐ Yes ☒ No

If yes, what identification number(s) were assigned: \_\_\_\_\_

State of Oregon # \_\_\_\_\_



## 6 - CITY/COUNTY PLANNING AFFIDAVIT

(to be completed by local planning official)

- ☐ This project is not regulated by the local comprehensive plan and zoning ordinance.  
☐ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.  
☐ This project has been reviewed and is **not** consistent with the local comprehensive plan and zone ordinance.  
☒ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:

- ☒ Conditional Use Approval      ☐ Development Permit  
☐ Plan Amendment      ☐ Zone Change  
☐ Other: \_\_\_\_\_

An application ☐ has ☒ has not been made for local approvals checked above.

Becky Crockett  
Signature of local planning official

Planning Director  
Title

Curry County  
City / County

9/11/2019  
Date

## 7 - BUSINESS INFORMATION

### LIMITED LIABILITY COMPANY: Complete the following

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No  
b) Is the LLC presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No  
c) In what state is the LLC primarily domiciled? \_\_\_\_\_  
d) Is the LLC name and the Oregon business address the same as stated in this application? ☐ Yes ☐ No  
If no, state the legal Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Additionally, a LIMITED LIABILITY COMPANY must submit the following with the application:

- a) A certified copy of the company's Articles of Organization  
b) A copy of the company's operating agreement

### CORPORATION: Complete the following:

- a) Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? ☐ Yes ☐ No  
b) Is the corporation presently in good standing with the Oregon Secretary of State? ☐ Yes ☐ No  
c) In what state are you incorporated? \_\_\_\_\_  
d) Is the legal corporation name and Oregon business address the same as stated in this application? ☐ Yes ☐ No

If no, state the legal Corporate Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

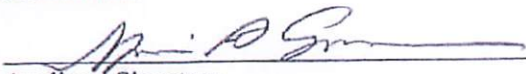
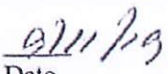
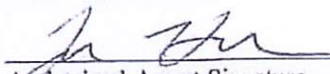
\_\_\_\_\_  
Zip Code

### PARTNERSHIP OR JOINT VENTURE: Complete the following

NAME	BUSINESS ADDRESS	%SHARE	DIVISION

### TRUST: Complete the following for each beneficiary of the Trust:

NAME	BUSINESS ADDRESS

OR identify the Trust document by title, document number, and county where document is recorded:		
TITLE	DOCUMENT NUMBER	COUNTY
A resolution that the individual designated to sign the lease is authorized to act on behalf of the company in this matter.		
<b>8 - ATTACH ALL THE FOLLOWING FOR APPROVAL:</b> <b>INCOMPLETE APPLICATIONS WILL BE RETURNED</b>		
a) A street or highway location map with road directions to the site from the nearest main highway or road. b) A legal description of the lease area with an accurate delineation of the area relative to the tax lot boundaries of the upland parcel. (The department may require a survey for this purpose). c) A separate drawing of all existing and proposed structures for the lease area. Label each separate activity type stated in <u>Section 3</u> and show the dimensions of each area by length and width, as stated in Section 3. d) Supplemental Attachment: i.e. for Communication <u>Chetco River Social Security Bar Proposal, Public Meetings List, Email Communications with Department of State Lands, Google Map showing directions from Brookings Oregon to Social Security Bar.</u> e) Non-refundable application fee of \$750. ✓		
<b>9 - APPLICANT SIGNATURE</b>		
<b>I hereby request a state authorization for <u>20</u> (number) years.</b>		
Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the authorization requested before commencing the project. I understand that payment of the required state application fee does not guarantee authorization.		
 Applicant Signature	<u>Curry County Director of Operations</u> Title	
 Date		
<b>I appoint the person named below to act as my duly authorized agent.</b>		
<u>Josh Hopkins</u> Print /Type Name	<u>Curry County Parks Director</u> Title	
 Authorized Agent Signature	<u>9/11/2019</u> Date	



**STATE OF OREGON  
DEPARTMENT OF STATE LANDS  
UPLAND LEASE AGREEMENT**

62277-SU

THIS LEASE AGREEMENT (the "Lease") is made and executed between the STATE OF OREGON, acting by and through the Oregon State Land Board and the Department of State Lands ("Landlord"), and Curry County, ("Tenant").

**ARTICLE 1  
Definitions**

**Anniversary Date** means the date which occurs annually each year during the Term of the Lease on the anniversary of the Commencement Date.

**Approved Use**. "Approved Use" or "Approved Uses" means a use of the Premises described in Section 5.1 or to which Landlord has given written consent.

**Cancellation Notice**. "Cancellation Notice" means written confirmation of cancellation of the Lease.

**Commencement Date**. "Commencement Date" means the last date upon which this Lease is executed by the Landlord or Tenant, or as specified in Section 3.1.

**Construction Work**. "Construction Work" means any grading or excavating for, or the building or demolition of, an Improvement on the Premises performed by or for Tenant, but not including the removal of aggregate or related site grading performed in Tenant's normal course of business.

**Contractor**. "Contractor" means a licensed, bondable, reputable contractor selected by Tenant or any Subtenant in accordance with the terms of this Lease under Section 7.2.

**Design Professional**. "Design Professional" means a suitably qualified and experienced architect or engineer licensed to practice as such in the State of Oregon.

**Governmental Authority**. "Governmental Authority" means any Federal, State or local jurisdiction that exercises authority over the Premises or the activities of Tenant. For the purposes of this Lease, Governmental Authority includes Tenant.

**Hazardous Materials**. "Hazardous Materials" means any material regulated by federal or state environmental protection laws or any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products.

**Impositions**. "Impositions" means all taxes, assessments, fees and other special or general charges assessed against the Land by a taxing body or regulatory authority.

**Improvements.** "Improvements" means all buildings, structures, fixtures, fences, interior roads, garages, parking lots, fountains, utility installations, excavations, surfacing, water banks or channels, landscaping, grading and plantings which are currently located on the Premises and, following completion, all construction work to be performed on the Premises by Tenant or at Tenant's direction or under Tenant's authority in accordance with this Lease, and applicable codes and ordinances.

**Institutional Lender.** "Institutional Lender" means a commercial provider of financing in the form of mortgages or loans secured by one or more deeds of trust.

**Insurance Trustee.** "Insurance Trustee" means a neutral third party appointed by Landlord and Tenant for the purpose of holding and disbursing insurance proceeds following a casualty loss.

**Land.** "Land" means the Landlord-owned real property situated in the County of Curry, State of Oregon, more particularly described in Exhibit A, attached hereto, that is the subject of the Lease.

**Landlord.** "Landlord" means the State of Oregon, acting by and through its Department of State Lands, or its successors and assigns.

**Late Payment Rate.** The "Late Payment Rate" means the maximum rate of interest permitted by applicable law after a default, such rate not to exceed nine (9) percent annually.

**Lease.** "Lease" means this Lease Agreement together with all Exhibits attached hereto. This Lease is subject to:

- a) all applicable state and federal statutes, rules, and regulations in effect on the Commencement Date of this Lease, and insofar as is constitutionally permissible, and
- b) all statutes, rules, and regulations which become effective after the Commencement Date of this Lease.

**Lease Year.** "Lease Year" means a year of 365 days (366 days in a leap year) commencing on the Commencement Date and each subsequent Anniversary Date.

**Leasehold Mortgage.** "Leasehold Mortgage" means any mortgage, deed of trust, or other security instrument encumbering Tenant's leasehold estate created hereby and which is in favor of an Institutional Lender.

**Leasehold Mortgagee.** "Leasehold Mortgagee" means the holder, trustee or beneficiary of a Leasehold Mortgage who is an Institutional Lender.

**Annual Rent.** "Annual Rent" means the rent specified in Section 4.1, due and payable on the Lease anniversary date during the Term of the Lease.

**Person.** "Person" means any entity, whether an individual, trustee, corporation, partnership, trust, unincorporated organization or otherwise.

**Premises.** "Premises" means Tenant's leasehold interest in the Land and any Improvements situated thereon.



**Tenant.** "Tenant" means Curry County and Tenant's successors and assigns hereunder.

**Term.** "Term" means the period of time during which the Lease shall be in effect, as described in Sections 3.1.

**Unavoidable Delay.** "Unavoidable Delay" means delay due to strikes, lockouts, acts of God, unavailability of labor or material, embargoes, war, enemy action, civil commotion, fire, windstorm, flood, explosion, earthquake, unavoidable casualties, building or use moratorium imposed by applicable Governmental Authority, activities necessary to remediate any environmental condition of the Premises not caused by Tenant, or other similar causes beyond the reasonable control of Tenant, including any delay caused by the act or omission of Landlord.

**Utilities.** "Utilities" means all services and public utilities delivered to, provided for, or consumed on the Premises, including, without limitation, such services as janitorial and garbage pick-up and such utilities as natural and propane gas, water, sewer, storm sewer, electricity, cable television, and telephone and telefacsimile services.

**Work.** "Work" means all construction work, development and improvements to the P remises to be performed by or on behalf of Tenant.

## **ARTICLE 2**

### **Lease of the Premises**

2.1 **Demise.** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Premises described in Exhibit A. PROVIDED, HOWEVER, that the Premises shall at all times during the term of this Lease be subject to the rights of Landlord and to the limitations on uses set out in this Lease. Landlord also specifically reserves the right to use all access roads and easements, and to use the Premises as necessary to access that portion of said property that is not subject to this Lease.

2.2 **Sale of Premises.** Landlord reserves the right to sell Landlord's Fee Interest in all or any part of the Land at any time during the term of this Lease. Any such sale or sales of the Land shall be made subject to Tenant's rights under this Lease.

2.3 **Encumbrances; Reservation of Rights.** This Lease is subject to the following matters to the extent that they affect the Premises:

- a) Any lien, charge, claim or other encumbrance whether of record or not, to the extent valid and subsisting and affecting the Premises;
- b) The effect of all present building restrictions and regulations and present and future zoning laws, ordinances, resolutions and regulations and all present ordinances, regulations and orders of all boards, bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof, including, but not limited to, Curry County's zoning ordinance and plans;
- c) The condition of the Premises on the Commencement Date;
- d) All taxes (including local improvement rates), duties, assessments, special assessments, water charges and sewer rents and any other Impositions, accrued or unaccrued, fixed or not fixed;

e) Any facts and any current violations of law, ordinances, orders or requirements that might be disclosed by an accurate physical survey, or an examination and physical inspection or search of the Premises by any Governmental Authorities, as the same may exist on the Commencement Date; and

f) Landlord's reserved right to locate, construct, install, and maintain sewers, utility lines, dredge pipes, transit tubes, telecommunications lines, and similar installations or facilities in, on, under, over or across the Premises, and, further, Landlord's right to grant to third parties, rights of way, easements, or other rights to come on, move under, over, or across, gain access to, or otherwise use the Premises during the term of this Lease provided, that said Landlord's reserved right shall not unreasonably interfere with the right of quiet enjoyment of the Tenant and any Subtenant, and that Landlord shall provide reasonable prior notice in the event Landlord intends to exercise said reserved right.

#### **2.4 Tenant's Waiver of Claims.**

a) Tenant hereby acknowledges that it has had the opportunity to undertake all inspections and investigations of the Premises as it deems necessary; has requested of Landlord, and has reviewed, all reports, studies and investigations of the Premises as it deems necessary, and has otherwise undertaken such due diligence as it deems appropriate with respect to the Premises. Tenant acknowledges that it is leasing and accepts the Premises and the Improvements on an "As Is" and "Where Is" basis. Tenant acknowledges and agrees that Landlord has not made nor is Tenant relying upon any representations or warranties made with respect to the Premises, including but not limited to, the condition of the Premises, the use(s) to which the Premises may be put or for which the Premises may be developed.

b) Tenant hereby releases and waives claims against Landlord, its officers, public officials, employees, agents or contractors for injury or damage to person, property, or business sustained in or about the Premises by Tenant, its agents, employees, invites, customers, or other occupants or users of the premises, which injury or damage results from any act, neglect, occurrence, or condition (including pre-existing conditions) in or about any Improvement or the Premises, unless such damage is caused by Landlord, its officers, public officials, employees, agents or contractors.

#### **2.5 Indemnity.**

a) *Landlord's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Landlord shall indemnify, defend and hold harmless Tenant, its managers, employees, agents and invitees, from all claims, suits, actions and proceedings by third parties (collectively "Claims") (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Landlord's gross negligence or intentional or reckless misconduct.

b) *Tenant's obligations.* To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall indemnify, defend and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims) for personal injury, death or property damage occurring in, on or about the Premises, to the extent such injury or damage is caused by Tenant's gross negligence or intentional or reckless misconduct.

2.6 **Landlord's Waiver of Claims.** Landlord hereby waives and releases Tenant, its officers, employees, agents or contractors from any and all liability, claims and damages of any type or kind that are caused by or are the proximate result of the acts or omissions of Landlord, its officers, employees or agents, except to the extent that the liability, claims or damages are related to or arise out of activities or omissions by Tenant, its agents, employees, or contractors.

### **ARTICLE 3**

#### **Term**

3.1 **Term and Early Termination.** This Lease will continue for a period of 20 years commencing on June 1, 2023, the month and date of which will be known as the "Commencement Date" and expiring on May 31, 2043, unless terminated earlier as provided under Section 13.

### **ARTICLE 4**

#### **Rent**

4.1 **Commencement.** Tenant shall provide in-kind services as Annual Rent as soon as possible but no later than one (1) year after Commencement Date.

4.2 **In-Kind Services In-Lieu of Annual Rent.** Commencing as soon as possible but no later than one (1) year after Commencement Date, except as otherwise provided herein, Tenant shall provide in-kind services without any abatement, offset, or deduction:

- a.) Year-Round Camp Host
- b.) Trash Services at a level sufficient to manage generated waste amounts
- c.) Restroom Facilities at a level sufficient to manage public needs
- d.) Litter Pickup at a frequency sufficient to maintain the site in a clean and sightly condition

4.3 **Terms for in-kind services.** All services being performed in lieu of Annual Rent will be conducted continuously throughout the duration of this authorization.

4.4 **No Partnership and No Principal-Agent Relationship.** Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall the Lease be construed to authorize either to act as agent for the other except as expressly provided to the contrary herein. Further, Tenant is not an "officer," "employee," or "agent" of Landlord, as those terms are used in ORS 30.265.

### **ARTICLE 5**

#### **Uses of the Premises**

5.1 **Approved Uses.** The Premises shall be improved, used and maintained by Tenant as a day use/dry RV camping facility and in compliance with the conditions set forth in attachment 1. Tenant shall ensure that any use of the Premises complies at all times during the Term with all applicable laws and regulations, including but not limited to all building restrictions and regulations, zoning laws, ordinances, resolutions, regulations and orders of all boards,

bureaus, commissions and bodies and any county, state or federal agency, now having, or hereafter having acquired, jurisdiction of the Premises and the use and improvement thereof.

5.2 **No Impairment of Reversionary Rights.** Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public, as such, in a manner which would permit a claim or claims of:

- a) adverse usage or adverse possession by the public, as such, or
- b) implied dedication of the Premises or any portion thereof to the public, as such. Any easements, dedications or other similar rights or obligations created or granted by Tenant shall affect only Tenant's leasehold estate in the Premises and shall not encumber or affect the Landlord's Fee Interest without Landlord's prior written consent.

5.3 **No Use in Violation of Law.** Tenant will not use or allow the Premises or any part thereof to be used or occupied for any purpose other than a use stated in Section 5.1 or, notwithstanding Section 5.1, for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof, and Tenant will not suffer any dangerous condition to exist on the Premises or any part thereof unless appropriately safeguarded, and Tenant will not do or suffer to be done any act on the Premises which, in law, constitutes a nuisance, public or private (except that the development and/or continued use of an aggregate processing plant and associated buildings shall not constitute a private nuisance), or which may make void or voidable any insurance then in force with respect thereto.

## **ARTICLE 6**

### **Taxes and Utilities**

6.1 **Payment of Impositions.** In addition to the Annual Rent required to be paid under this Lease, Tenant shall pay or cause to be paid, and Tenant hereby agrees to pay, Tenant's share of all Impositions falling due or applicable during the Term of the Lease and any extended term, if applicable. Any and all Impositions and installments of Impositions required to be paid by Tenant under this Lease shall be paid by Tenant before each such Imposition or installment becomes delinquent and a true and correct copy of the official receipt for the payment of such Impositions shall be delivered to Landlord within fifteen (15) calendar days after the date such Impositions would be delinquent as provided by law. The payment of Impositions and all other sums required to be paid by Tenant under this Lease shall constitute additional rent.

## **ARTICLE 7**

### **Construction**

7.1 **Conditions to Construction.** Prior to commencement of any Construction Work for any Improvements started after the Commencement Date of the Lease, and before any building materials have been delivered to the Premises by Tenant or under Tenant's direction or authority, Tenant shall comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions specified in the waiver:

- a) **Preliminary Plans.** Tenant shall deliver to Landlord for Landlord's reasonable approval, one (1) set of preliminary construction plans and specifications

(Preliminary Plans) at least sixty (60) calendar days prior to the proposed date for commencing the Construction Work.

The Preliminary Plans shall be prepared by a design professional or engineer licensed to practice as such in Oregon. The Preliminary Plans shall include, as applicable, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares and the curbs, gutters, parkways, street lighting, storage areas, plazas, public areas and landscaping and all other items customarily required by construction lenders to be included in plans and specifications for similar projects located in Curry County.

b) **Final Plans.** Upon approval of Landlord, which approval shall not be unreasonably withheld, the Preliminary Plans shall be designated the "Final Plans" and shall serve as the basis for the Construction Work.

c) **Building Permit.** Tenant shall, at its own cost and expense:

i. cause the Final Plans, or such appropriate parts thereof as may be necessary, to be filed with the appropriate governmental agencies ("Building Department"); and

ii. as a condition to commencing any phase of construction for which a permit is necessary, obtain such permits.

Promptly after issuance, a copy of each permit shall be delivered to Landlord. After such permit or permits are issued based upon the plans previously approved by Landlord, Tenant shall, at Tenant's sole cost and expense, proceed with diligence and continuity to carry out the Construction Work in accordance with the Final Plans and the requirements of all applicable governmental agencies. Landlord agrees, if requested by Tenant, to join in any request for authorization or application in connection with Tenant's performance of the Construction Work on the Premises or conducting business thereon at no cost to Landlord. Tenant may deliver working drawings and plans to any governmental body, or Institutional Lender, in connection with its application for a building permit or other permits provided that the same are first delivered to Landlord for approval as herein provided.

7.2 **Contractor.** All Construction Work shall be performed by licensed, bondable, reputable Contractors registered with the Construction Contractors Board as required in ORS chapter 701.

7.3 **Compliance With Law and Quality.** The Construction Work shall be performed in accordance with all statutes, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over Construction Work, the Premises, and the Improvements. All Construction Work performed on the Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good and workmanlike manner, and only with materials of good and durable quality.

7.4 **Completion.** Tenant shall cause all Construction Work to be diligently pursued without unnecessary interruption.

7.5 **Inspection.** Landlord shall have the right, but not the obligation, to inspect the Premises in relation to the Construction Work at all reasonable times during normal business hours, upon reasonable prior notice to Tenant. Landlord's inspections shall not unreasonably interfere with the progress of such Construction Work. This Section shall in no way control any

right of governmental inspection necessary and permitted under applicable codes and ordinances.

7.6 **Tenant's Construction Indemnity.** Tenant hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, arising from the performance of the Construction Work whether on the Premises, on adjacent property or on surrounding or nearby public streets; and to the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180 (to the extent such provisions of the Oregon Constitution, the Oregon Tort Claims Act and ORS Chapter 180 are applicable to Tenant), Tenant shall defend, indemnify and hold harmless Landlord, its directors, managers, employees, agents and invitees, from all Claims (including reasonable attorneys' fees and expenses incurred in connection with such Claims), for personal injury, death or property damages arising from, relating to, or occurring in connection with the Construction Work, excluding any gross negligence or wilful misconduct of Landlord or Landlord's officers, employees, or agents.

## **ARTICLE 8**

### **Liens and Mortgages**

8.1 **No Liens Permitted On Reversion.** Tenant will not create or permit to be created by its acts or omissions or the acts or omissions of its, contractors or subcontractors or to remain, and will discharge, any lien, encumbrance or charge which might be or become a lien, charge, or encumbrance on the fee interest of Landlord or any part thereof and will also discharge any lien levied on account of any Imposition or any mechanic's, laborer's or materialman's lien, mortgage, conditional sale, title retention agreement, security agreement or otherwise which might be or become a lien, encumbrance or charge upon the fee interest of Landlord or any part thereof and which has any priority or preference over or ranks on a parity with the estate, rights and interest of Landlord in the Land or any part thereof; provided, however, nothing herein shall require payment by Tenant of any lien or encumbrance on the Premises created by Landlord's acts or omissions or which is imposed upon Landlord by reason of Landlord's ownership of the fee estate (other than the Impositions) regardless of the tenancy of Tenant and not caused by the acts or omissions of Tenant. Tenant further agrees that Tenant will not, except as in this Lease provided, suffer or create any other matter or thing whereby the reversionary estate, rights and interest of Landlord in the Premises or any part thereof might be impaired; and any Imposition shall, after the same becomes a lien on the Premises, be paid (or contested) by Tenant in accordance with Article 6 hereof, and any mechanic's, laborer's or materialman's lien incurred by Tenant shall be discharged (or contested) in accordance with Section 8.2 below.

8.2 **Mechanic's Liens.** If any mechanic's, laborer's or materialman's lien shall at any time be recorded against the Premises or any part thereof, Tenant shall immediately provide a copy of such claim of lien to Landlord and within twenty (20) business days after notice to Tenant of such lien or claim of lien, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged as herein provided within the period aforesaid, then, in addition to any other right or remedy which Landlord may have under this Lease or otherwise, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to defend

the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances included in such judgment, and recover such sums plus interest from Tenant.

8.3 **No Implied Consent.** Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Landlord's Fee Interest or any part thereof if not paid.

8.4 **No Encumbrance of Leasehold Interest Without Prior Consent.** Tenant, its successors and assigns shall not encumber the Leasehold interest of Tenant, nor mortgage or grant a security interest in Tenant's interest in this Lease or the Premises or in any Subleases without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

## **ARTICLE 9**

### **Maintenance and Repairs**

9.1 **Maintenance by Tenant.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, will take good care of the Premises and appurtenances thereto and every part of and portion thereof and any sidewalks, parking lots, garages, driveways, walls, concrete aprons, utility systems, piers, curbs and vaults adjoining and/or appurtenant to the Premises and will keep the same in good order and condition, and will make all necessary repairs and environmental remediation, as required by Article 16, thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen, all to the effect that the Premises shall throughout the term of this Lease be maintained in good condition, less normal wear and tear, suitable for their intended use.

9.2 **Requirements of Governmental Authorities.** At all times during the term of the Lease, Tenant, at Tenant's own cost and expense, shall:

a) Make all alterations, additions, or repairs to the Premises and/or the Improvements required by the terms of any applicable law, ordinance, statute, order, or regulation now or hereafter made or issued by any Governmental Authority; including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the Commencement Date of this Lease and as may be hereafter modified, amended or supplemented.

b) Observe and comply with all applicable laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises and/or the Improvements by any Governmental Authority;

Tenant's indemnity obligations under Section 2.5(b) include any Claims arising or resulting from Tenant's failure to comply with or perform the requirements of this Section 9.2.

9.3 **No Duties on Landlord.** Landlord shall not be required to furnish any services or facilities whatsoever or to make any repairs or alterations in or to the Premises or the

Improvements. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, development and management of the Premises and the Improvements throughout the entire Term of this Lease.

## **ARTICLE 10**

### **Ownership of Improvements**

10.1 **Ownership of Improvements During Term.** All Improvements at any time constructed on the Premises by Tenant shall be owned by Tenant until expiration of the Term hereof or sooner termination of this Lease as herein provided. Tenant or any successors to their rights shall not remove any Improvements from the Premises nor waste, destroy, or modify any Improvements except as permitted by this Lease. Tenant may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own cost and expense without approval from Landlord.

10.2 **Ownership at Termination.** Upon expiration or termination of this Lease, Tenant shall remove all structures, fixtures, partitions and personal property within sixty (60) days of the date of termination unless expressly authorized by Landlord in writing.

## **ARTICLE 11**

### **Insurance**

11.1 **Self Insurance.** Tenant is self-insured for liability coverage. Upon Landlord's request, Tenant shall promptly furnish to Landlord evidence of such self-insurance describing its coverage for liability exposures. If, at any time during the Term of this Lease, Tenant ceases to be so self-insured, then it shall immediately procure and maintain insurance pursuant to Sections 11.2 and 11.3.

11.2 **Commercial General Liability Insurance.** Concurrent with the execution of this Lease, Tenant, at Tenant's sole expense, shall procure and shall thereafter maintain in full force and effect throughout the entire Term of the Lease, Commercial General Liability insurance against claims for injury or death to persons or damage to property occurring on or about the Premises with minimum limits of liability of \$100,000.00 combined single limit for each occurrence. Such insurance shall include, but not be limited to, Bodily Injury Liability, Personal Injury Liability, Property Damage Liability, Broad Form Property Damage Liability, Fire Legal Liability, Contractual Liability, Products/Completed Operations Liability, and Liability for Property of Others in the care, custody, and control of Tenant.

The liability insurance shall cover all operations and activities of Tenant including, but not limited to, Tenant's own direct activities on and off the Premises, all construction, repair and improvement activities on and off the Premises and all explosion, collapse, and underground exposures associated with these activities.

11.3 **Insurance Requirements.** All insurance policies required under this Lease shall include these additional provisions, conditions, and requirements:

- a) The Landlord shall be named as additional insured on all policies.
- b) Tenant shall provide Landlord written notice of any cancellation or material modification to the policies purchased by Tenant at least thirty (30) days prior to the effective date of such cancellation or change.



c) Tenant shall provide properly executed Certificates of Insurance to the Landlord at least ten (10) days prior to occupancy of the Premises and prior to commencement of any Construction Work, and thereafter, at least thirty (30) days prior to the effective date of any renewal or replacement policy.

d) At its sole discretion, Landlord may require that true and certified copies of one or more insurance policies be provided to Landlord for its review and retention in its files.

e) All policies of insurance shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. All such policies shall be written by insurance companies that meet or exceed an A rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A rating.

f) If Tenant shall fail or refuse to procure, pay for or keep in force the policies of insurance set forth herein, or to deliver evidence of such insurance to Landlord, Landlord may, at its election, place in force and/or from time to time renew such insurance. All amounts expended for such insurance, together with interest thereon at an annual rate of ten percent (10%) per annum, shall be additional rent due from Tenant to Landlord payable within fifteen (15) days after invoices are delivered to Tenant.

g) Tenant may purchase an Umbrella Liability Policy to provide the limits of coverage specified for Sections 11.2 and 11.3 so long as such policy provides coverage at least as broad as specified for the individual policies, is equivalent or in excess of the limits specified for each individual policy, and the policy applies directly above (without gap in limit of liability) the individual underlying policy.

h) Unless otherwise specifically agreed in writing by the Landlord prior to the effective date of the policy(ies):

i. All liability insurance policies shall be written on an occurrence coverage basis;

ii. All insurance policies shall be non assessable;

iii. All property insurance policies purchased by Tenant shall contain or be endorsed acknowledging that the insurer waives its rights of subrogation against Landlord; and

iv. All insurance policies procured by Tenant shall be primary and non contributing with any insurance that may be carried by Landlord.

i) At the termination of this Lease for whatever reason, in the event Tenant is able to assign to Landlord its right, title, and interest in the insurance policies required to be maintained hereunder, and provided Landlord agrees to such assignment, Landlord shall reimburse Tenant pro rata for all advanced premiums paid on such insurance.

j) All property insurance shall be specifically acknowledged and endorsed by the insurer whereby the insurer agrees to make any and all payments as applicable under said policies payable to Tenant and Landlord jointly.

## **ARTICLE 12**

### **Mortgaging and Subleasing**

12.1 **Leasehold Mortgage.** If Tenant is not then in default under this Lease, Tenant may, with the prior written consent of Landlord and subject to the terms and conditions as may reasonably be imposed, dispose of all or any portion of Tenant's interest under this Lease and the leasehold estate hereby created to any trustee by way of a deed of trust in favor of any Leasehold Mortgagee, for the purpose of creating an encumbrance on such interest.

12.2 **Subleasing.** Subleasing is not allowed under the terms of this lease.

### **ARTICLE 13** **Tenant's Default**

13.1 **Events of Default/Cure and Termination.** The occurrence of any of the following events shall be an "Event of Default" hereunder:

- a) If Tenant fails to pay any installment of Annual Rent or additional rent when and as the same shall become due and payable and, as to any other sums required to be paid by Tenant under this Lease, when and as the same shall become due and payable, and such failure continues for a period of ten (10) calendar days after written notice given by Landlord to Tenant;
- b) If Tenant fails to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease and such failure continues for a period of thirty (30) calendar days, after written notice given by Landlord to Tenant;
- c) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy, or to seizure under legal process;
- d) The appointment of a receiver to take possession of the Premises and/or Improvements or of Tenant's interest in the leasehold estate or of Tenant's operations for any reason, including but not limited to, assignment for the benefit of creditors or voluntary bankruptcy proceedings, but not including receivership:
  - i. pursuant to administration of the estate of any deceased or incompetent Tenant or of any deceased or incompetent individual partner of any Tenant, or
  - ii. pursuant to a Leasehold mortgage, or
  - iii. instituted by Landlord, the event of default being not the appointment of a receiver at Landlord's instance but the event justifying the receivership, if any;
- e) An assignment by Tenant for the benefit of creditors or the filing of a voluntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency;
- f) Tenant's failure to comply with Hazardous Materials Laws or with any requirement in Article 16;
- g) Tenant's failure to procure, maintain or qualify for such insurance as Landlord may from time to time require in accordance with the provisions of Article 11.

13.2 **Notice to Certain Persons.** Landlord shall, before pursuing any remedy, give notice of any Event of Default to Tenant and Leasehold Mortgagees, if any, whose names and mailing addresses were previously given to Landlord.

13.3 **Landlord's Remedies.** If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease (if any is required), for the period applicable to the default under the applicable provision of this Lease, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

- a) **Termination.** Landlord may at its election terminate this Lease by giving Tenant notice of termination.
- b) **Right of Reentry and Ejection.** Landlord may reenter, take possession of the Premises and Improvements and eject all parties in possession or eject some and

not others or eject none and may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

c) **Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use or purpose of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the Lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions. Landlord shall be entitled to all rents from the use, operation, or occupancy of the Premises or Improvements or both.

d) **Damages.** Whether or not Landlord cancels, takes possession of or relets the Premises, Landlord has the right to recover its damages, including without limitation, (i) all lost rentals; (ii) all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises for reletting; (iii) and all costs incurred by Landlord in reletting the Premises; provided that, the amount Landlord may recover that represents damages for lost rental shall be limited to: (i) all rent that was due to the date of termination, plus (ii) all amounts of rent that would have fallen due as rent for the six month period following the date of termination, less (iii) the amounts recovered by Landlord from relettings or attornments, if any, plus (iv) interest on the balance at the Late Payment Rate.

13.4 **Right To Sue More Than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages shall bar a later action for damages subsequently accruing.

13.5 **Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this Lease, after the cure period, if any, Landlord shall have the option to so perform after giving written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the Prime Rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

13.6 **Remedies Cumulative.** The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

13.7 **Surrender of Premises.** Promptly after notice of termination, Tenant shall surrender and vacate the Premises and Improvements in broom-clean condition.

13.8 **Waiver of Breach.** No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after

termination constitute a reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by Landlord.

## **ARTICLE 14**

### **Hazardous Materials**

**14.1 Use of Hazardous Materials.** Tenant will be responsible for any and all Hazardous Materials that Tenant brings onto the Premises and for any other material the use, generation, manufacture, storage or disposal of which may violate Department of Environmental Quality (DEQ) standards or create a safety or environmental hazard or result in a DEQ violation. Tenant shall keep and maintain the Premises in compliance with any and all laws regulating the use, generation, manufacture, storage and disposal of Hazardous Materials. Tenant shall not cause or permit the use, generation, manufacture, storage or disposal on, under or about the Premises, or the transportation to or from the Premises, of any Hazardous Materials in violation of any law or regulation relating to such Hazardous Material.

**14.2 Tenant's Indemnity Obligations.** Tenant's indemnity obligations under Section 2.5(b) include any Claims arising in any manner whatsoever out of:

- a) a breach of the obligations of Section 14.1; or
- b) the use, generation, manufacture, storage or disposal of Hazardous Materials on, under, or about the Premises after the Commencement Date or during any previous lease of the Premises by Tenant; or
- c) surface migration of Hazardous Materials onto the Premises caused by or arising in connection with activities conducted on or associated with the Premises during the term of this Lease or during any previous lease of the Premises by Tenant.

Tenant's indemnity obligations under this Section 14.2 shall include, but not be limited to: (i) all liabilities, losses, claims, demands, penalties, fines, settlements, damages, response, remediation, closure or inspection costs; (ii) any expenses (including reasonable attorney and consultant fees, investigation expenses, and laboratory and litigation costs) of whatever kind or nature that are incurred by Landlord; (iii) any personal injuries or property damages, real or personal; (iv) any violations of law, orders, regulations, requirements or demands of governmental authorities; and (v) any lawsuit brought or threatened, settlement reached, or government order arising out of or in any way related to the release of Hazardous Materials on the Premises after the Commencement Date or during any previous lease of the Premises by Tenant.

PROVIDED, HOWEVER, that Tenant's indemnity obligations under this Section 14.2 shall not include any liability, damage, loss, costs, and expense suffered by Landlord and resulting from:

- a) Hazardous Materials present in or on or under the Premises as of the Commencement Date unless caused by Tenant or its employees, agents or invites during any previous lease of the Premises by Tenant; or
- b) Hazardous Materials present in or on or under the Premises as of the Commencement Date that migrate, percolate, flow, diffuse, or in any way move within, from or off the Premises after the Commencement Date, unless caused by Tenant, its employees, agents, invites or sublessees during any previous lease of the Premises by Tenant.

The indemnities of Tenant provided in this Section shall survive the expiration or earlier termination of this Lease.

14.3 **Notice.** Landlord agrees to give prompt written notice to Tenant with respect to any suit or claim initiated or threatened to be initiated against Landlord which Landlord has reason to believe is likely to give rise to a claim for indemnity hereunder, and Tenant shall promptly proceed to provide an appropriate defense, compromise, or settlement of such suit or claim at its sole expense; provided, however, that Landlord shall have the right promptly to furnish counsel at Tenant's sole expense to carry out such defense, compromise, or settlement, which expenses, as well as payments in satisfaction, settlement or compromise of such suit or claim, shall be immediately due and payable to Landlord upon receipt by Tenant of an invoice therefor.

14.4 **Remediation by Tenant.** Without limiting the foregoing, if Tenant, its agents, contractors, guests, invites or cause or permit Hazardous Materials to be used, generated, manufactured, stored, disposed of or released on the Premises during the term of this Lease, any extended term, or during any prior occupancy or lease of the Premises by Tenant in violation of any Hazardous Material laws, or (subject to Section 14.5) if Hazardous Materials enter upon the Premises from or through surface migration, Tenant shall promptly take all actions at its sole expense to comply with all laws and regulations governing such use, generation, manufacture, storage, disposal or release of such Hazardous Materials and/or to remediate the condition created by such Hazardous Materials; provided that except in an emergency Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

14.5 **Surface Migration.** If surface migration onto the Premises of Hazardous Materials was not caused by and did not arise in connection with activities being conducted on or associated with the Premises during the Term of this Lease or during any prior lease of the Premises by Tenant, and if Tenant is not otherwise responsible for the surface migration, Tenant shall not be obligated to indemnify Landlord under this section for the damages caused by such surface migration, nor shall Tenant be required to bear the cost of remediation related to such surface migration.

14.6 **Disclosure.** Within five (5) business days after the receipt of written notice thereof, Tenant shall advise Landlord and Landlord shall advise Tenant, as the case may be, in writing of:

- a) any and all notices of enforcement or other governmental or regulatory actions pursuant to which cleanup or remediation of Hazardous Materials on the Premises will be required; and
- b) all written claims made by any third party against Tenant or Landlord, as the case may be, or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from Hazardous Materials on the Premises.

14.7 **Inspection.** Landlord and its agents shall have the right, but not the duty, at Landlord's sole cost and expense to conduct reasonable inspections of the Premises, to determine whether Tenant is complying with this Article 14.

14.8 **Governing Provisions for Environmental Matters.** Notwithstanding any other provision of this Lease, this Article 14 and Section 2.5(b) shall supersede and take precedence over all other provisions of this Lease regarding environmental matters including, but not limited to, the scope of indemnification of Landlord by Tenant and the survival of the indemnification provisions contained in this Lease. Nothing in this Article 14 is intended nor shall it limit Landlord's rights in the event of default, as set out in Article 13 of this Lease.

**14.9 Notice of Hazardous Materials; Limitation of Tenant Liability.** Landlord hereby acknowledges that it has made available to Tenant such information as is currently available and known by the Department of State Lands regarding Hazardous Materials existing on the Premises. Tenant shall have no responsibility for remediating any Hazardous Materials existing as of the Commencement Date, except Hazardous Materials that were used, generated, manufactured, stored or disposed of by Tenant or any of its employees, agents or assigns during the term of this Lease or during any prior occupancy or use of the Premises by Tenant, or as required in Section 9.1. Landlord and Tenant agree that any Hazardous Materials pre-existing this Lease or any prior occupancy or use of the Premises by Tenant, whether known or unknown to the parties, that become evident as a result of Tenant's occupancy shall be the sole responsibility of Landlord, and Landlord will be responsible to DEQ for remediation of such pre-existing conditions.

## **ARTICLE 15**

### **Notices**

**15.1** Any notice, communication, request, reply or advice, or duplicate thereof (herein severally and collectively, for convenience called "notice") provided or permitted to be given under this Lease to any person, entity, or party, or made or accepted by either party to any other party must be in writing and shall, unless otherwise in this instrument or by law expressly provided, be given or be served by:

- a) depositing the same in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, or
- b) personal delivery service with charges therefor billed to shipper, or
- c) expedited delivery service with charges therefor billed to shipper, or
- d) prepaid telegram, telex or facsimile, all such notices, however given, to be addressed to the party for whom the notice is intended at the address set forth below or at such other address as any party may have designated to any other party in the manner above provided.

Any notice or communication sent as herein provided shall be deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (provided that such delivery is confirmed by the receiving telex or facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be),
- b) three (3) business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail;
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any notice given as herein provided.

No person or entity who is entitled to notice or is required to be given notice hereunder shall have an address, for the purposes of such notice, which is outside the continental United States; and any such person or entity shall designate an agent for the purpose of receiving notices hereunder whose address is within the continental United States. Any party may change its address for the purposes of receiving notices hereunder by giving notice of such change of address to the other party in the manner required for giving notices pursuant to this Article 15.

If to Tenant:

Curry County  
94235 Moore St, Suite 122  
Gold Beach, OR 97444

Telephone: 541-247-3296  
Fax: 541-247-2718

If to Landlord:

Department of State Lands  
775 Summer Street NE Suite 100  
Salem, OR 97301  
Telephone: 503-986-5200  
Fax: 503-378-4844

#### **ARTICLE 16** **Surrender of Premises; Holding Over**

16.1 **Good Condition.** The Lease shall terminate without further notice at expiration of the Term. On expiration or sooner termination of the Lease, Tenant shall surrender the Premises and, subject to Article 10, the Improvements, and all facilities in any way appurtenant to the Premises, to Landlord in good order, condition and repair, and in as safe and clean condition as practicable, reasonable wear and tear and acts of God excepted, and free and clear of all liens and encumbrances, and Hazardous Materials other than those which have been created by Landlord. Any holding-over by Tenant after expiration of the Lease shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as otherwise expressly provided in the Lease.

16.2 **Survival.** The provisions of this Article 16 shall survive the expiration or any termination of this Lease.

#### **ARTICLE 17** **Miscellaneous**

17.1 **Governing Law.** This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of or decision regarding this Lease arises.

17.2 **Binding on Successors.** This Lease shall be binding on and shall inure to the benefit of the parties and to the successors, but nothing in this section shall be construed as a consent by Landlord to any disposition or transfer of the Lease or any interest herein by Tenant except as otherwise expressly provided in this Lease.

17.3 **Partial Invalidity.** Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

17.4 **Time of Essence.** Time is expressly declared to be the essence of Tenant's performance of each and every duty and obligation under this Lease.

17.5 **Nonmerger of Fee and Leasehold Estates.** If both Landlord's and Tenant's estates in the Premises or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of the holder of both estates and the consent of each Leasehold Mortgagee of record.

17.6 **Agreement to Act Reasonably.** Except where specifically provided to the contrary in this Lease, in each instance in this Lease where the approval or consent of a party is required, both Landlord and Tenant intend and agree to act reasonably. As used in the foregoing sentence, the term "reasonable" shall not be interpreted as justifying arbitrary action but shall mean an even-handed application of judgment in accordance with all applicable requirements of federal and state law, traditional business policies and practices, industry standards and commercial usage and custom concerning major real estate transactions involving properties similar to the Premises. Except where specifically provided to the contrary, any approval or consent shall not be unreasonably delayed.

17.7 **Joint and Several Obligations.** If Tenant consists of more than one Person, the obligation of all such Persons is joint and several.

17.8 **Captions; Table of Contents.** Any table of contents attached to this Lease and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content or intent of the Lease or of any part or parts of the Lease. This Lease will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Lease, neither this Lease nor any uncertainty or ambiguity herein will be construed or resolved strictly against either party under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

17.9 **Gender, Singular and Plural.** The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

17.10 **Exhibits & Attachments.** All Exhibits and attachments to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. References to "this Lease" includes matters incorporated by reference.

17.11 **Nondiscrimination and Nonsegregation.** Tenant covenants by and for himself or herself or itself, and for his or her or its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her or it, and this Lease is made and accepted upon and subject to the condition that there shall be no unlawful discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, gender, sexual preference, handicap, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Premises herein leased or the Construction Work nor shall the Tenant himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,



location, number, use, or occupancy, of lessees, contractors, or vendees in the Premises and Improvements herein leased.

17.12 **Quiet Enjoyment.** Landlord covenants that, upon paying the rent and all other charges herein provided for and observing and keeping all covenants and agreements in this Lease on its part to be kept, Tenant shall have the right to occupy the Premises peaceably and quietly in accordance with the terms of this Lease. PROVIDED, HOWEVER, that this covenant of quiet enjoyment is expressly subject to the various encumbrances and reservations of right affecting the Premises and Tenant acknowledges and agrees that its peaceable and quiet possession of the Premises is subject to all encumbrances and reservations of right, whether of record or provided for in this Lease.

17.13 **INDEMNIFICATIONS.** TENANT EXPRESSLY ACKNOWLEDGES AND AGREES TO THE TERMS OF THE INDEMNITY PROVISIONS CONTAINED IN SECTIONS 2.5(b), 7.6, 9.2 AND 14.2 OF THIS LEASE. ALL OBLIGATIONS OF ONE PARTY TO INDEMNIFY THE OTHER PARTY SHALL SURVIVE TERMINATION OR EXPIRATION OF THE LEASE.

17.14 **Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. For convenience of the parties the signature pages to any counterpart may be detached and reattached to a single counterpart.

17.15 **Inspection.** Landlord shall have the right personally and through Landlord's agents and employees to enter into and onto the Premises to inspect the Premises and examine the conditions thereof.

17.16 **Modification.** Any term or condition of this Lease may be modified upon mutual consent of both parties, but any such modification shall be effective and binding only upon execution by both parties or a written amendment to the Lease.

17.17 **Entire Agreement.** THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS LEASE. TENANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES.

17.18 **Authority.** Tenant has full power, authority and legal right to enter into this Lease and to incur and perform its obligations hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have by their duly authorized representatives executed this Lease.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LANDLORD  
State of Oregon, by and through its  
Department of State Lands

TENANT  
CURRY COUNTY

by:

\_\_\_\_\_  
Authorized Signature/Printed Name

\_\_\_\_\_  
Authorized Signature

STATE OF )  
County of )ss  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent of political entity)  
the \_\_\_\_\_ of \_\_\_\_\_  
(title of officer or agent) (name of political entity)

\_\_\_\_\_  
Signature  
My commission expires \_\_\_\_\_

**Exhibit A**  
**Premises Description**  
**62277**

The Premises may be accessed through tax lot 503, 4 miles from HWY 101 on North Bank Chetco River Road and is described as follows:

Starting from the Southern boundary of the end of tax lot 200 vegetation line and the beginning of the riparian gravel bar,

extending S 84-47-19 E 3,800.00 feet, more or less, to the point where tax lot 504 (Township 40S, Range 13W, Section 34, W.M., Oregon) meets the line of Ordinary High Water (OHW),

following the line of OHW and encompassing all dry gravel bar areas as depicted in the attached Exhibit A and excluding any privately owned uplands.

The described use area is separated into two parcels by extending the Western-most boundary of Tax Lot 503 South. All lands within the above described use area lying West of the Western-most boundary of Tax Lot 503 can be further described as Parcel 1. The land within the use area opposite Parcel 1 may be described as Parcel 2.

Containing 615,741 square feet or 14.14 acres, more or less, and as described in the attached Exhibit A.

*This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.*



State of Oregon  
Department of State Lands



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

**EXHIBIT A**

62277-SU  
T40S, R13W Section 34  
615,741 Square Feet  
Curry County

- ▲ Points of Beginning
- Description lines
- River Miles
- Subject Area

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 260 520

Feet



Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet

State of Oregon  
Department of State Lands  
775 Summer St NE, Suite 100  
Salem, OR 97301  
503-986-5200  
www.oregon.gov/DSL  
Date: 8/25/2020



Map Producer: jtlator



Attachment 1

BEFORE THE PLANNING COMMISSION  
CURRY COUNTY, OREGON

In the matter of Planning Commission File AD-1925, )  
a request for Conditional Use approval for a Dry Camping )  
Facility at the Social Security Bar filed by Curry County )  
Parks, Located on Assessor's Map 40-13-34, Tax Lot )  
#Water-00. )

FINAL ORDER  
and Findings of Fact

**ORDER** in the **APPROVAL** of the Dry Camping Facility with Camp Host at the Social Security Bar of the Chetco River (AD-1925), filed by Curry County Parks. The subject property is located in the Forestry Grazing (FG) zone, and is designated as Assessor Map Number: 40-13-34, Tax Lot #Water-00 in Curry County, Oregon. Said application was filed as provided for in the Curry County Zoning Ordinance (CCZO) on December 19, 2019.

**WHEREAS:**

The application (AD-1925) is to request allowance of a Dry Camping Facility with Camp Host on property identified as Curry County Assessors Map No. 40-13-34, Tax Lot #Water-00 within the Forestry Grazing (FG) zone in the City of Brookings Urban Growth Boundary (UGB). The property is located approximately 4 miles up the North Bank Chetco River Road at the Social Security Bar.

This matter came before the Curry County Planning Commission as a request (AD-1925) for approval on February 20, 2020. A public hearing was held before the Planning Commission as a matter duly set upon the agenda of a regular meeting on February 20, 2020, after giving public notice to affected property owners and publication in the local newspapers as set forth in Section 2.070 of the CCZO.

At the public hearing on said application, evidence and testimony was presented by the Planning Director and the Parks Director in the form of Findings of Fact, Conclusions, and Exhibits. The hearing was conducted according to the rules of procedure and conduct of hearings on land use matters as set forth in Section 2.140 of the CCZO. The Planning Commission received oral and written evidence concerning this application. A decision was made by the Planning Commission to close the public hearing and the record at that time.

At the conclusion of review and consideration of the evidence in the record and upon a motion duly made and seconded, the Planning Commission voted to **APPROVE** Conditional Use Application AD-1925 based on findings of fact and conclusions of law as set forth in this order and in Exhibit I attached hereto and included herein by this reference.

**FINDINGS OF FACT:**

The Planning Commission hereby adopts the findings in Staff Report dated January 7, 2020 (Exhibit I) and the written and oral testimony submitted into the public hearing record as the basis for this decision.

## **CONCLUSIONS OF LAW**

1. The burden of proof is upon the Applicant to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules as set forth in CCZO Section 2.100(1) (a).
2. The Planning Commission finds that Exhibit 1, Findings of Fact and Conclusions and evidence and testimony presented at the hearing and submitted into the Record indicates that the Applicant has provided sufficient information to make a determination to prove that the proposal does fully comply with applicable ordinance criteria, Oregon State Statutes and Oregon Administrative Rules.
3. The Planning Commission finds that the Applicant has met the burden of proof to support approval of the proposed application for a Dry Camping Facility with Camp Host at the Social Security Bar along the Chetco River in the Forestry Grazing (FG) zoning district.

**NOW THEREFORE LET IT HEREBY BE ORDERED** that AD-1925 a request for Conditional Use approval for the Dry Camping Facility with Camp Host on property located in the Forestry Grazing (FG) zone, and designated as Assessor Map Numbers as 40-13-34, Tax Lot #Water-00, in Curry County, filed by Curry County Parks, be **APPROVED** subject to meeting the following conditions:


1. This Conditional Use Permit shall be valid for a period of one (1) years unless there is a failure of the applicant to comply with all the conditions of approval. Failure to comply with all conditions of approval, or violations concerning the use approved herein, may result in nullification of this approval by the County.
2. The County shall limit the number of dry camping spaces to 50 in the first year of operation. After the first year, the County shall conduct an evaluation as to the results of the proposed use including the benefits derived from having a presence on the site as well as any continued nuisances that have occurred. This information shall be submitted to the Planning Department for review by the Planning Commission. The evaluation shall include recommendations by County Parks for potential future expansion plans.
3. The County shall not remove riparian vegetation or allow dry campers to remove or impede the growth of riparian vegetation on the gravel bar.
4. All camping shall be limited to the willow edges of the gravel bar. This will allow for maximum set back from the river (ODFW Condition).
5. Seasonal dry camping shall be limited to the summer months (until September 30<sup>th</sup>) as to reduce impacts to anglers using the bar in the fall and winter and when fall chinook are holding in the Social Security area during low flow periods (ODFW Condition).
6. The area designated as dry camping (Area #2 on applicants site map) shall include a buffer on the upstream end of the gravel bar as this is an area of increased habitat

*AD-1925  
County Parks Dry Camping at Social Security Bar – Final Order  
Page 2 of 3*


complexity. County Parks Staff shall consult with ODFW to determine the location of the buffer (ODFW Condition).

This order in the **APPROVAL** of AD-1925 was reviewed and approved by the Planning Commission on this 26<sup>th</sup> day of March, 2020.

CURRY COUNTY PLANNING COMMISSION

  
Ted Freeman, Chairperson  
Planning Commission

3-27-2020  
Date

  
Becky Crockett  
Planning Director

3/27/2020  
Date