

## AGREEMENT FOR LEASE OF CONVENIENCE/TRANSFER STATION SITE

THIS AGREEMENT, made and entered into effective as of the 3<sup>rd</sup> day of January, 2012, by and between THE CITY OF NEWPORT, a municipal corporation and political subdivision, hereinafter called "Lessor," and THOMPSON'S TRANSFER AND DISPOSAL, INC., an Oregon corporation, hereinafter called "Lessee," and THOMPSON'S SANITARY SERVICE, INC., an Oregon corporation, hereafter called "Guarantor,"

### WITNESSETH:

In consideration of the covenants, agreements, and stipulations herein contained on the part of the Lessee to be paid, kept, and faithfully performed, the Lessor does hereby lease, demise, and let unto the said Lessee those certain premises, as is, situated in the County of Lincoln, State of Oregon, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said described premises unto the said Lessee for a term of ten years, from January 3, 2012, to and including January 2, 2022, at and for a rental of \$1.00 per year, and other good and valuable consideration, consisting of the Lessee's performance of the covenants and requirements of this agreement. It is understood that this Lease is a continuation of a prior Lease Agreement from Lessor to Guarantor, and Guarantor agrees that this Lease Agreement shall supersede and replace the prior Lease, and Lessee hereunder shall be responsible for and assume any obligations of Guarantor under the prior Lease (jointly and severally with Guarantor) which may have accrued under the prior lease, or which are to be performed in the future. Any default of or upon any other obligation or franchise between Lessor and the Lessee or the Guarantor shall likewise constitute a default under this Agreement, and vice versa, and this Lease shall terminate in the event of the franchise(s) from Lessor to Guarantor.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party expressly covenants and agrees to and with the other as follows:

1. Lessee accepts said lease and agrees to pay to the order of the Lessor the rental above stated for the full term of this lease at the times and in the manner aforesaid and to perform each and all of the obligations hereunder.
2. Lessee shall use said demised premises during the term of this lease for the operation of a convenience/transfer station for the receipt of solid waste from Thompson's Sanitary Service, Inc., to receive waste delivered to the convenience station by the general public and others, including demolition materials, and materials for recycling, to conduct recycling activities, and for no other purpose without Lessor's written consent. The convenience/transfer station shall be open and available for the receipt of such materials at least between the hours of 9:00 a.m. and 5:00 p.m. Monday through Saturday, except Christmas and New Years Day. Guarantor has the right to receive and collect waste materials by reason of Guarantor's franchise, and Lessee may do so pursuant to agreement with Guarantor, but such agreement shall be consistent with the

terms and provisions of said Franchise, and this Lease Agreement shall be conditional upon, and subject to, the continued existence of a franchise in good standing for solid waste collection and recycling from Lessor to Guarantor, except as otherwise expressly agreed in writing.

3. Lessee (including any agent or sub-lessee) shall operate the convenience/transfer station strictly in accordance with all laws, rules, regulations, and requirements of any governmental body having jurisdiction thereof and, in particular, in accordance with the rules, regulations, and requirements of the Department of Environmental Quality of the State of Oregon. In particular, upon the expiration of the lease term, or any renewal thereof, or upon the sooner termination thereof, the Lessee agrees to close the site in conformance with all applicable rules, regulations, and requirements, and to save, hold, defend, and indemnify the Lessor against any liability, claim or demand, including any legal obligation to remedy any substandard condition, and to remove from the Premises any materials or substance, in whatever form, as may constitute a contaminant, pollutant, hazardous substance, or which is present in any quantity or concentration as to be in violation of any standard or applicable law, regulation, rule, ordinance, or other requirement of any governmental body.

4. Lessee shall comply at Lessee's own expense with all laws and regulations of any municipal, county, state, federal, or other public authority respecting the use of said leased premises. Lessee shall at all times keep and maintain the site in a clean, neat, and sanitary condition.

5. Lessee shall pay for all water, heat, light, power, and other services or utilities used in the leased premises during the term of this lease and shall be responsible for the real and personal property taxes assessed on the leased premises, if any, and all personal property located in the premises during the Lessee's occupancy thereof. Lessee may contest such taxes, so long as Lessee shall keep the premises free of all tax liens during the pendency of such proceedings.

6. There are certain improvements upon the leased premises, and Lessee agrees to insure such improvements against loss by fire, vandalism, or other casualty, with extended coverage, through a company or companies reasonably satisfactory to the Lessor, naming as insureds those parties having an interest therein, as their interests shall appear. Lessee from time to time shall provide to Lessor copies of such policies and certificates of insurance, evidencing such insurance. Upon the termination of the lease, Lessee shall remove such improvements and restore the premises to their original condition, within 30 days following the termination of the lease, unless Lessor, within 10 days following the termination of the lease, or at any time if prior to the removal of such improvements, shall elect, by written notice to Lessee, to retain all or part of such improvements.

7. Lessee hereby agrees to maintain and keep the leased premises in a safe condition, in good order and repair during the entire term of this lease at Lessee's own cost and expense. Lessee shall make no substantial alterations, additions or improvements to or upon said premises without the written consent of the Lessor first being obtained. Lessor hereby consents to the installation of that equipment needed for the operation of a convenience/transfer station for solid waste. Lessee shall keep all improvements, fixtures, and equipment placed upon the premises in good order and repair during the entire term of this lease agreement.

8. The Lessor, its agents and representatives, at any reasonable time, may enter upon or into said premises for the purpose of examining the condition thereof and for any other lawful purpose.
9. Lessee will not assign, transfer, pledge, hypothecate surrender, or dispose of this lease or any interest therein, or sublease or permit any other person or persons whomsoever to occupy the premises, or any part thereof, without the written consent of the Lessor first being obtained in writing. However, such written consent shall not be unreasonably withheld by Lessor if appropriate to the purposes of the lease and Guarantor's franchise. This lease is personal to said Lessee; Lessee's interest, in whole or in part, cannot be sold, assigned, transferred, seized, or taken by operation of law, nor under or by virtue of any execution or legal process, attachment, or proceeding instituted against the Lessee, nor under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Lessee, or in any other manner except as above mentioned. Neither the Lessee, nor any other party acting on behalf thereof, shall knowingly deposit, permit the deposit, or accept for disposal at the leased premises any solid waste not originating within the territorial boundaries of Lincoln County, Oregon, without the express written consent of Lessor.
10. Lessee shall keep the demised premises free from all liens of every kind and description caused, incurred, permitted, or suffered by any act or omission of Lessee, and Lessee shall not have the right or authority to incur a mechanic's, laborer's, materialmen's or any other lien.
11. Lessor shall not be responsible or liable in any way for the injury or death of any person or damage to any property caused in or about the premises, nor shall Lessor be liable for any damage or loss suffered by the business or occupation of Lessee arising or resulting from any such accident or injury to goods or persons happening in or about the premises. Lessee does hereby covenant to save, hold, and defend Lessor harmless from any loss, damage, or liability resulting from or arising out of any such accident or injury, and in the event of any suit or action for damages being brought by any person whomsoever, arising out of occupancy of or operations upon the premises by the Lessee, its agents, employees, franchisees, or invitees, Lessee agrees at its own cost and expense to defend Lessor against any such suit or action and any and all appeals thereof and to satisfy and discharge any judgment which may be awarded against Lessor on account thereof. Lessee will at all times indemnify and hold harmless the Lessor, its agents and employees, against any and all actions or causes of actions, claims, demand, liabilities, losses, damages, or expenses of any kind or nature which Lessor shall or may at any time sustain or incur by reasons of Lessee's operations hereunder.
12. Lessee further agrees at all times during the term hereof, at its own expense, to maintain, keep in effect, furnish and deliver to the Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all liability for damages caused by the negligence of the Lessee, its employees or agents, to persons or property in or about said leased premises; the amount of said liability insurance shall not be less than the greater of one million dollars or the limits of liability for municipal corporation as set forth in ORS 30.270, or any similar statute. Lessee agrees to and shall indemnify and hold Lessor harmless from and against any and all claims and demands arising from the acts or negligence of the Lessee, its officers, agents, invitees and/or employees, as well as those arising from Lessee's

failure to comply with any covenant of this lease upon its part to be performed and shall, at its own expense, defend the Lessor against any and all suits or actions arising out of such breach, acts and negligence, actual or alleged, and appeals thereof, and shall satisfy and discharge any judgments which may be awarded against Lessor in any such suit or action. Lessee shall provide to Lessor copies of such policy and certificates of insurance, from time to time, evidencing such insurance is in full force and effect.

It is understood that the foregoing limits of liability insurance are considered to be a minimum, and in the event that the Lessor shall reasonably determine that such limits of liability insurance are inadequate, the Lessor may require an increase in such limits of liability.

13. All additions to or improvements upon said leased premises, whether installed by the Lessor or the Lessee, shall be and become part of the real property on termination of the lease, except as provided above in Section 6.

14. Strict and literal compliance with the terms and conditions provided for any renewal of this lease shall be a condition precedent thereto, and in the event the Lessee shall for any reason hold over after the expiration of this lease, other than pursuant to a written renewal hereof, such holding over shall not be deemed to operate as a renewal or extension of this lease but shall create a tenancy at will which may be terminated at will at any time by the Lessor.

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

Lessor: City Manager/City of Newport  
169 SW Coast Highway  
Newport, OR 97365

Lessee: Thompson's Transfer and Disposal, Inc.  
PO Box 318  
Newport, OR 97365

Guarantor: Thompson's Sanitary Service  
PO Box 318  
Newport, OR 97365

Any such notice shall be presumed to be delivered within forty-eight (48) hours after deposit in any United States registered or certified mail. In the event that the person desiring to give such notice shall become aware that such notice was not delivered within forty-eight (48) hours after deposit in such mail, the notice shall, nonetheless, be deemed to be effective within forty-eight (48) hours after such deposit; provided that within forty-eight (48) hours after such discovery the person desiring to give notice shall take appropriate steps to give actual notice to

the other. No further attempts shall be required, however, if such notice cannot be delivered due to the fault of the person for whom such notice is intended.

16. Full, strict, complete, and literal performance, and the time thereof, are of the essence of this agreement; any waiver by the Lessor of any breach of any covenant or agreement herein contained to be kept and performed by the Lessee shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent Lessor from any right or remedy for that breach or for any succeeding breach, either of the same condition, covenant or agreement, or of any other.

17. If suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, the nonprevailing party in such suit or action agrees to pay the prevailing party's reasonable attorney's fees in addition to the prevailing party's costs incurred in such suit or action, including upon any appeal therefrom.

18. At the expiration of said term or upon any sooner termination of this lease, or upon the termination of any extension hereof, or upon the termination of any month-to-month tenancy created hereafter, the Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom clean to the Lessor, or those having Lessor's estate in the premises, peaceably, quietly, and in good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements, to the extent covered by insurance, alone excepted, as the same are now in or hereafter may be put in by the Lessor.

19. All rights, remedies, and liabilities herein given to or imposed upon either of the parties hereto shall extend and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties.

20. Lessee shall have peaceable and quiet use of the demised premises during the term of this lease, and Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the claims of all persons claiming under the Lessor.

21. If the leased premises, or any portion thereof, shall be taken by eminent domain during the term of this lease agreement, or any renewal hereof, the parties agree that the Lessor shall receive any portion of any compensation therefore as shall be attributable to the real property and improvements constructed thereon by the Lessor, and the Lessee shall receive such portion thereof as shall be attributable to improvements constructed thereon by the Lessee, as Lessee's interest therein shall appear. In the event of a partial taking, this lease agreement shall remain in full force and effect with respect of the remainder of the property and improvements, and the parties shall utilize such portion of the proceeds as is attributable to the taken improvements to replace the same so as to continue this lease for the purposes intended provided, however, that in the event that such taking shall be such as to prevent the continued utilization of the property for the purposes contemplated under this agreement, either party hereto may terminate this lease agreement upon notice to the other at any time within 120 days following the date on which the parties shall voluntarily enter into a binding agreement for disposition of the property under threat of condemnation, or on which any decree of condemnation shall become final. Upon the expiration of the initial term of this lease agreement, the Lessee shall have the right and option to

extend this agreement for an additional term of ten (10) years, but only upon condition of the following:

- (a.) That this lease agreement shall not previously have been terminated for breach, and is not, at the time of expiration, or at the time of giving of such notice, in default;
- (b.) At the time of exercise of the Lessee's option hereunder, and at the expiration of the initial term hereof, Lessee shall not be in default with respect to any obligation on Lessee's part to be performed hereunder, and;
- (c.) Lessee shall give to Lessor written notice of Lessee's intent to exercise such renewal option not less than 180 days prior to the expiration of the initial term hereof.
- (d.) The franchise and other relations of and with Guarantor remain in effect.

In the event the Lessee shall validly exercise its renewal option as above, the rent for such renewal term shall be as agreed by the parties. In the event that the parties are unable to agree to a fair rental for the renewal term, rent shall be determined by binding arbitration in the same manner as provided under the rules of the American Arbitration Association then obtaining such rental to reflect a fair market rental for the real property only, unless the parties shall otherwise agree.

PROVIDED ALWAYS, and this agreement is upon this condition that if the Lessee shall be in arrears in the payment of said rent for a period of thirty (30) days after the same becomes due, or if said Lessee shall fail or neglect to do, keep, perform, or observe any of the covenants or agreements contained herein on Lessee's part to be done, kept, or performed, and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Lessee (except that written notice shall not be required for nonpayment of rent, and in the case of a failure of performance which cannot reasonably be cured within 10 days, Lessee shall have a reasonable period of time in which to remedy such non-performance, not exceeding sixty (60) days, upon condition that Lessee shall commence such remedy within 10 days of such notice and diligently prosecute the same to completion), or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or if upon the expiration of this lease Lessee fails to surrender possession of said leased premises, then, and in any of such cases or events, the Lessor, or those having Lessor's estate in the premises, lawfully at its or their option, immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of Lessor's former estate and expel said Lessee's effects at said Lessee's expense, forcibly if necessary, and store the same or lock the demised premises, all without being deemed guilty of trespass; and as a remedy pursuant hereto and not in derogation hereof and without prejudice to any remedy which otherwise might be used for arrears of rent, preceding breach of covenant, or otherwise, and may further, at Lessor's option, immediately or at any time thereafter, without demand or notice, declare the entire rent for the full term hereof immediately due and payable, and in such event Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the premises and waives service of any demand for payment of rent or possession and of any and every other notice or demand prescribed by any law of the State of Oregon and hereby waives any claim for damages by reason of such repossession.

In the event of termination or default, Lessor shall be entitled to request immediately, without waiting, any excess in the value of Lessee's obligations under this lease, from the date of default until the end of the term, over the reasonable rental value of the property for the same period figured as of the date of default plus the reasonable costs of re-entry and reletting, including without limitation, the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, and any other expense occasioned by Lessee's failure to quit the demised premises upon termination to leave them in the required condition, any remodeling costs, attorney's fees, court costs, broker's commissions and advertising costs plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable diligence could have been, secured.

Each of the undersigned hereby executes this Lease Agreement on behalf of the entity described above and, to the extent that such execution is made by or on behalf of a corporation, partnership, limited partnership, limited liability company, or other entity or organization, each party warrants and represents that the signature of such party is affixed hereto on behalf of such entity pursuant to authority.

It is understood that each Guarantor shall be jointly and severally responsible with the Lessee and any other Guarantor for the performance of each and every obligation of the Lease Agreement on the part of the Lessee to be performed, not merely as a guarantor, but as a principal and co-obligor. In the event of any breach of said Lease Agreement by the Lessee, any claim therefore may be asserted jointly or severally against any one or more of the Lessees and/or any one or more of any Guarantors. Each Guarantor consents to any modification, extension or renewal of the Lease Agreement, and to any acceptance of late payment by the Lessor, failure of Lessor to enforce any of Lessee's obligations under the Lease Agreement, and any waiver of any breach or obligation of the Lease Agreement or reinstatement of the Lease Agreement, and no consent of any Guarantor shall hereafter be required for such purpose, nor shall the same serve to release any Guarantor, or to limit, waive, or otherwise diminish any right of the Lessor against any Guarantor. In the event that any one or more of the parties who are a Lessee or Guarantor hereunder shall become insolvent or seek any relief under any bankruptcy or similar statute, it is understood that such proceeding shall not limit the right of Lessor to pursue any remedy as may exist against any one or more of the parties (whether a Lessee or Guarantor) not obtaining the protection of such proceedings, whether as Lessee or Guarantor. In the event that any payment by any one or more of the persons who are a Lessee or Guarantor shall constitute a preference or other amount recoverable by a trustee or otherwise in any such bankruptcy, insolvency, or other proceedings, the obligation of the other parties, whether designated Lessee or Guarantor, shall include the obligation to repay such amount to the Lessor. Moreover, to the extent that the right of subrogation of any party who is a Lessee or Guarantor hereunder would cause any payment made to the Lessor to constitute a preference under any bankruptcy or insolvency statute, or other statute or rule of law, each of such parties hereby waives such right of subrogation.

In construing this lease, it is understood that the Lessor or the Lessee may be more than one person, and if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical

changes shall be made, assumed, and implied as are necessary to carry out the intent hereof and to make the provisions hereunder apply equally to corporations as to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year herein above written, and any corporate signature is affixed hereto only pursuant to authority of its Board of Directors.

LESSOR:

CITY OF NEWPORT

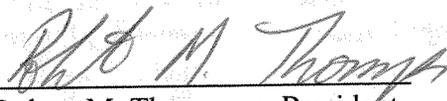
BY:

  
Mark McConnell, Mayor

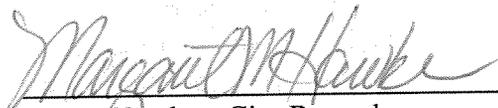
LESSEE:

THOMPSON'S TRANSFER AND  
DISPOSAL, INC.

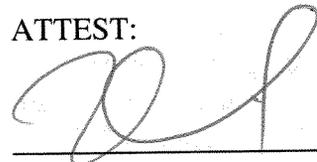
BY:

  
Robert M. Thompson, President

ATTEST:

  
Peggy Hawker, City Recorder

ATTEST:

  
Kenneth Riley, Secretary

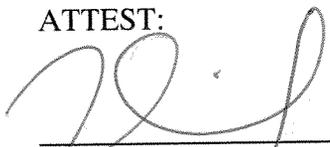
GUARANTOR:

THOMPSON'S SANITARY SERVICE, INC.

BY:

  
Robert M. Thompson, President

ATTEST:

  
Kenneth Riley, Secretary

## EXHIBIT "A"

### LAND DESCRIPTION FOR THE EXTERIOR BOUNDARIES OF A PROPOSED LEASED AREA

A tract of land located in the Southeast one-quarter of Section 17, Township 10 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon, being more particularly described as follows:

Commencing at the intersection of the south line of Section 17 and the westerly Right of Way of Northeast Avery Street (formerly "old" Highway 101), said point being a 5/8 inch iron rod; thence North 89°41'48" East, along said south line of Section 17 to the easterly Right of Way of NE Avery Street, a distance of 60.09 feet to the True Point of Beginning; thence continuing along said south line North 89°41'48" East, a distance of 255.00 feet; thence North 00°00'00" East, a distance of 150.00 feet; thence North 09°51'11" East, a distance of 287.04 feet; thence North 88°32'49" West to the easterly Right of Way of NE Avery Street, a distance of 282.92 feet; thence South 02°45'42" West, along said easterly Right of Way, a distance of 75.61 feet; thence South 87°14'18" East, along said Right of Way, a distance of 10.00 feet; thence South 02°45'42" West, along said Right of Way, a distance of 100.00 feet; thence North 87°14'18" West, along said Right of Way, a distance of 10.00 feet; thence South 02°45'42" West, along said Right of Way, a distance of 266.23 feet to the point of beginning.

Said tract contains 2.59 acres more or less.

#### SUBJECT TO:

1. Any right, title, interest, or claim of record, or as might be disclosed by an inspection or survey of the premises.
2. Rights of the public in and to any portion of the above-described premises lying within roads, streets, or highways.
3. Unpaid taxes, if any.
4. Any other right interest, claim, or encumbrance not created by the Lessor.

SURVEY FOR  
 CITY OF NEWPORT  
 LOCATED IN THE SE 1/4 OF SECTION 17,  
 T10S, R11W, W.M. IN LINCOLN COUNTY, OREGON.  
 SCALE: 1" = 50' DSI-4253 FEBRUARY 10, 2012  
 ASSESSOR'S MAP: 10-11-17 TAX LOTS 1300 & 1305

CITY OF NEWPORT  
 DOC # 200300678, LCFR  
 TAX LOT 1305

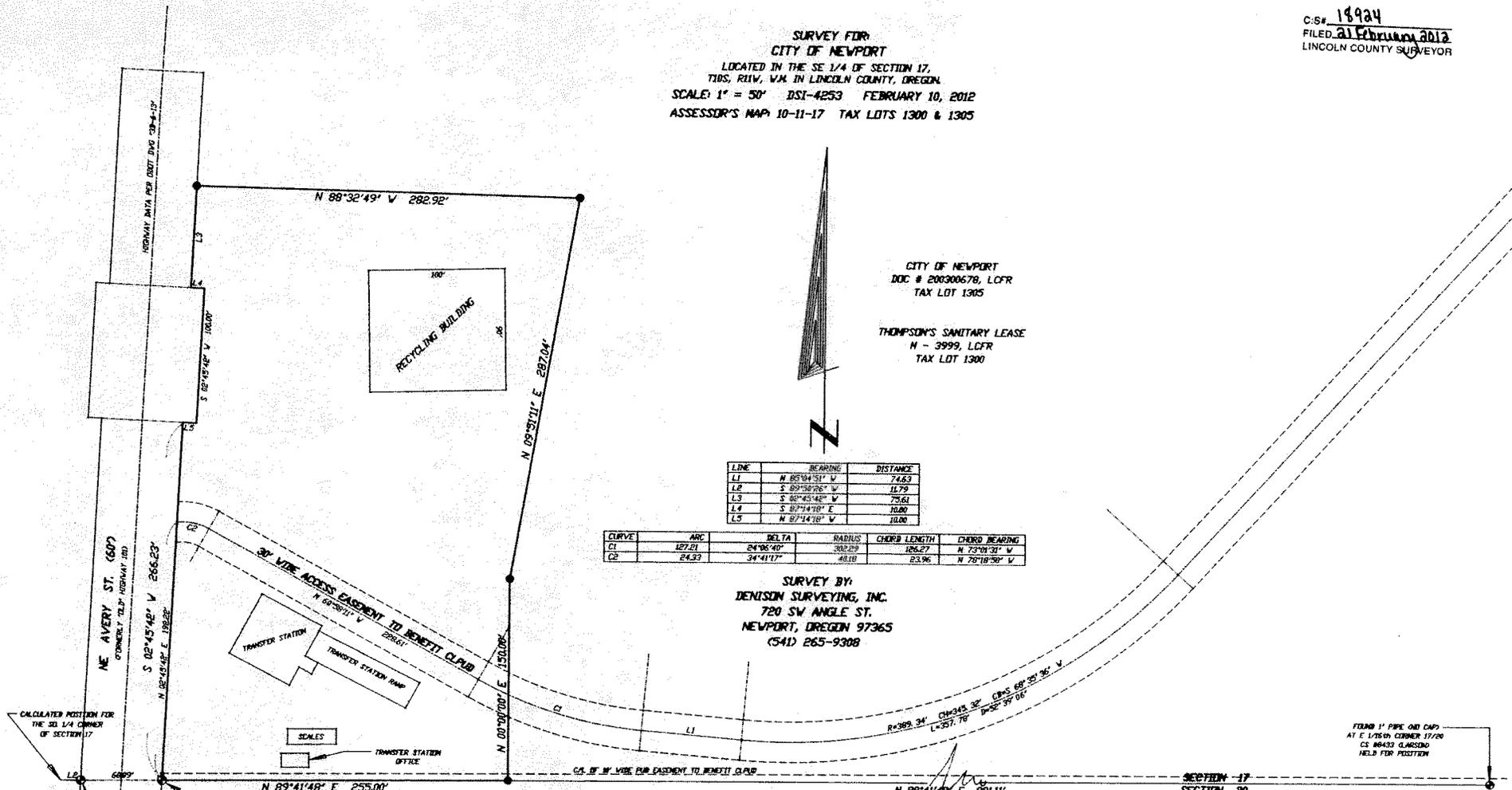
THOMPSON'S SANITARY LEASE  
 N - 3999, LCFR  
 TAX LOT 1300



LINE	BEARING	DISTANCE
L1	N 89°04'51" W	74.63
L2	S 89°36'26" W	11.79
L3	S 89°45'48" W	75.61
L4	S 87°44'18" E	70.00
L5	N 87°34'18" W	10.00

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	127.21	24°06'40"	302.29	126.27	N 73°01'31" W
C2	24.53	34°41'17"	48.18	23.96	N 78°18'59" V

SURVEY BY:  
 DENISON SURVEYING, INC.  
 720 SW ANGLE ST.  
 NEWPORT, OREGON 97365  
 (541) 265-9308



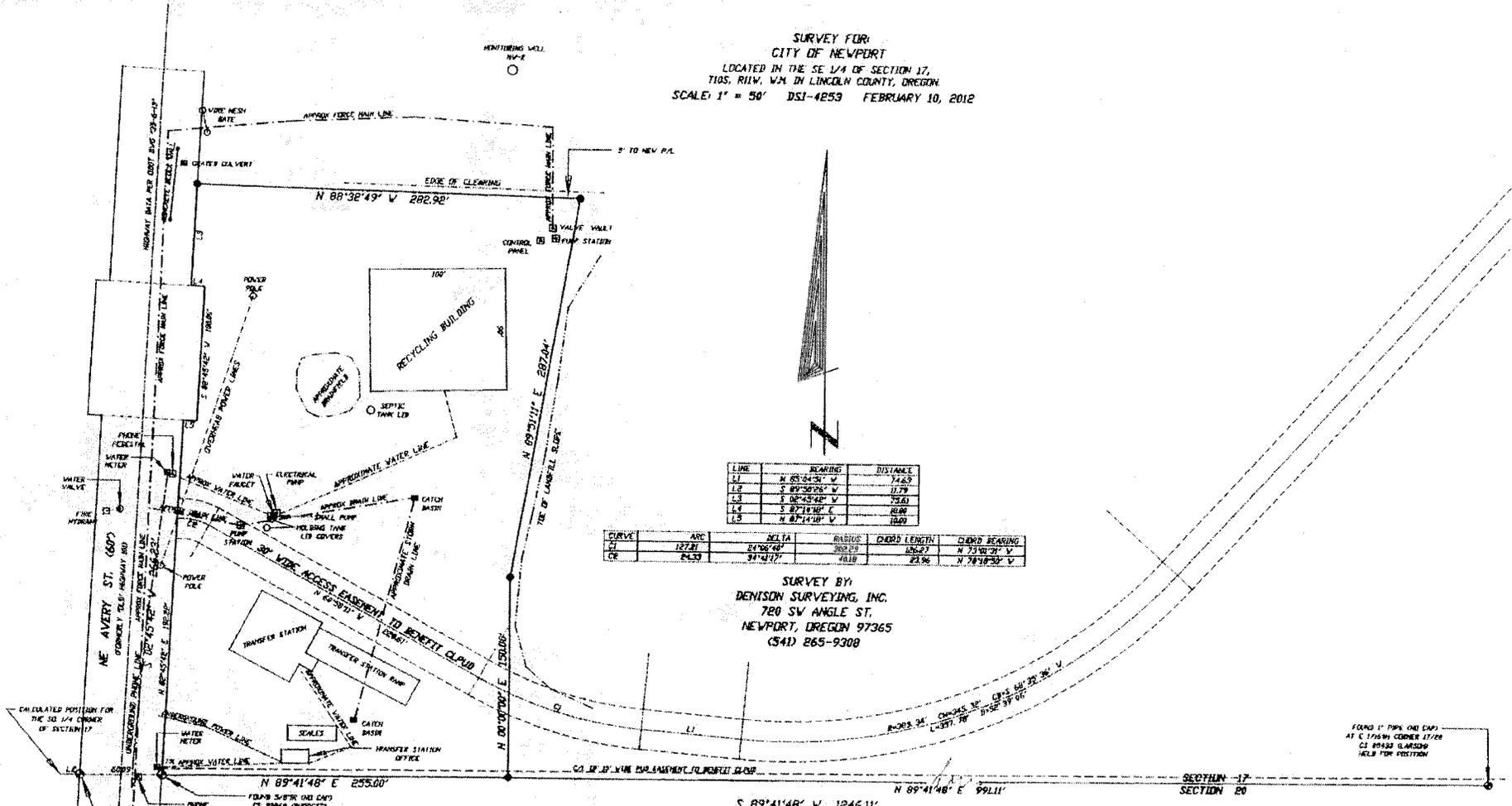
S 89°41'48" W 1246.11'  
 BASIS OF BEARING - CS #16665  
 MEASURED - 1306.15'

**SURVEYOR'S NARRATIVE:**  
 THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARIES OF AN AREA TO BE LEASED BY THOMPSON'S SANITARY SERVICE. THE PROPOSED BOUNDARIES ARE WITHIN THE TRACT OWNED BY THE CITY OF NEWPORT, AS DESCRIBED IN DOCUMENT NO. 200300678, LINCOLN COUNTY FILM RECORDS. THIS SURVEY FOUND AND HELD THE MONUMENT AT THE EAST 1/16th CORNER BETWEEN SECTIONS 17 & 20 AND THE MONUMENT ON THE WESTERLY RIGHT OF WAY OF NE AVERY ST. (FORMERLY 'OLD' HIGHWAY 101), AS INDICATED ON COUNTY SURVEY NO. 16665 (JOHNSON) FOR THE BASIS OF BEARING (S 89°41'48" W, 1306.20'). THE SOUTH LINE OF THE SUBJECT TRACT WAS DERIVED BY HOLDING THE ABOVE DESCRIBED LINE ALONG THE LINE BETWEEN SECTIONS 17 AND 20. THE WESTERLY BOUNDARY WAS DERIVED BY HOLDING THE MONUMENT FOUND ON THE WESTERLY RIGHT OF WAY OF NE AVERY ST., AS ESTABLISHED IN CS #2869 (BURDET) AND HELD ON THE PLAT OF 'OCEAN FOREST ESTATES' AND THE RECORD DATA ALONG 'OLD' HIGHWAY 101, AS INDICATED ON SAID CS #16665 AND HIGHWAY DRAWING '3B-6-13'. THE NORTHERLY AND EASTERLY BOUNDARIES, AS WELL AS THE CORNERS THAT WERE ESTABLISHED, WERE DERIVED BY HOLDING VARIOUS FEATURES OF THE DEVELOPMENT AND PER OUR CLIENTS REQUEST. MONUMENTS WERE SET AS INDICATED ON THE ACCOMPANYING SURVEY. THIS SURVEY ALSO LOCATED SOME OF THE UTILITIES THAT WERE APPARENT, AS WELL AS THOSE THAT WERE MARKED OUTSIDE OF THE SUBJECT TRACT. THE UTILITIES THAT ARE SHOWN WITHIN THE SUBJECT TRACT, ARE APPROXIMATE ONLY. THEY REPRESENT THE UTILITY THAT WAS VISIBLE FROM AN ABOVE GROUND INSPECTION BY THIS SURVEYOR. IT BECAME APPARENT THAT VERY LITTLE EVIDENCE WAS AVAILABLE TO LOCATE THE BELOW GROUND UTILITIES, THEREFORE THE WORD 'APPROXIMATE' IS USED WHERE APPROPRIATE.

- LEGEND:**
- MONUMENTS FOUND - HELD FOR CONTROL
  - MONUMENTS FOUND AS SHOWN
  - MONUMENTS SET: 5/8" x 30" IRON RODS W/ PLASTIC CAPS INSCRIBED 'DENISON SURVEYING, NEWPORT, OR.'
- RECORD DATA SHOWN IN PARENTHESES.  
 EQUIPMENT USED: WILD T1610 TOTAL STATION.

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
  
 OREGON  
 JUNE 20  
 RUSSELL JOHNSON  
 2000  
 EXPIRES  
 JUNE 30, 2013

SURVEY FOR:  
CITY OF NEWPORT  
LOCATED IN THE SE 1/4 OF SECTION 17,  
T10S, R11W, W.M. IN LINCOLN COUNTY, OREGON.  
SCALE: 1" = 50' DSI-4253 FEBRUARY 10, 2012



LINE	BEARING	DISTANCE
L1	N 85°04'34\"	74.69
L2	S 89°30'26\"	11.79
L3	S 04°52'46\"	75.83
L4	S 87°11'00\"	60.86
L5	N 87°14'30\"	18.00

CURVE	ARC	BETA	RADIUS	CHORD LENGTH	CHORD BEARING
CI	127.81	84°06'40\"	308.22	26.27	N 73°02'31\"
CE	24.53	84°41'17\"	418.8	23.96	N 78°10'30\"

SURVEY BY:  
DENISON SURVEYING, INC.  
780 SW ANGLE ST.  
NEWPORT, OREGON 97365  
(541) 865-9308

S 89°41'48\" W 1246.11'  
BASIS OF BEARING - CS #16665  
MEASURED - 1306.15'

**SURVEYOR'S NARRATIVE:**  
THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARIES OF AN AREA TO BE LEASED BY THOMPSON'S SANITARY SERVICE. THE PROPOSED BOUNDARIES ARE WITHIN THE TRACT OWNED BY THE CITY OF NEWPORT, AS DESCRIBED IN DOCUMENT NO. 800300678, LINCOLN COUNTY FILM RECORDS. THIS SURVEY FOUND AND HELD THE MONUMENT AT THE EAST 1/4 CORNER BETWEEN SECTIONS 17 & 20 AND THE MONUMENT ON THE WESTERLY RIGHT OF WAY OF NE AVERY ST. (FORMERLY "OLD" HIGHWAY 101), AS INDICATED ON COUNTY SURVEY NO. 16665 (JOHNSON) FOR THE BASIS OF BEARING CS 89°41'48\" W, 1306.20'. THE SOUTH LINE OF THE SUBJECT TRACT WAS DERIVED BY HOLDING THE ABOVE DESCRIBED LINE ALONG THE LINE BETWEEN SECTIONS 17 AND 20. THE WESTERLY BOUNDARY WAS DERIVED BY HOLDING THE MONUMENT FOUND ON THE WESTERLY RIGHT OF WAY OF NE AVERY ST., AS ESTABLISHED IN CS #2869 (BURDETT) AND HELD ON THE PLAT OF "OCEAN FOREST ESTATES" AND THE RECORD DATA ALONG "OLD" HIGHWAY 101, AS INDICATED ON SAID CS #16665 AND HIGHWAY DRAWING "2B-6-101". THE NORTHERLY AND EASTERLY BOUNDARIES, AS WELL AS THE CORNERS THAT WERE ESTABLISHED, WERE DERIVED BY HOLDING VARIOUS FEATURES OF THE DEVELOPMENT THAT WERE CLIENTS REQUEST. MONUMENTS WERE SET AS INDICATED ON THE ACCOMPANYING SURVEY. THIS SURVEY ALSO LOCATED SOME OF THE UTILITIES THAT WERE APPARENT, AS WELL AS THOSE THAT WERE MARKED OUTSIDE OF THE SUBJECT TRACT. THE UTILITIES THAT ARE SHOWN WITHIN THE SUBJECT TRACT, ARE APPROXIMATE ONLY. THEY REPRESENT THE UTILITY THAT WAS VISIBLE FROM AN ABOVE GROUND INSPECTION BY THIS SURVEYOR. IT BECAME APPARENT THAT VERY LITTLE EVIDENCE WAS AVAILABLE TO LOCATE THE BELOW GROUND UTILITIES, THEREFORE THE WORD "APPROXIMATE" IS USED WHERE APPROPRIATE.

- LEGEND:**
- MONUMENTS FOUND - HELD FOR CONTROL
  - MONUMENTS FOUND AS SHOWN
  - W/ PLASTIC CAPS DESCRIBED "DENISON SURVEYING, NEWPORT, OR."
- RECORD DATA SHOWN IN PARENTHESIS.  
EQUIPMENT USED: WILD T1610 TOTAL STATION.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Russell Johnson*

OREGON  
JULY 2008  
RUSSELL JOHNSON  
2400

RENEWAL DATE  
JUNE 30, 2013

FOUND 1" PIPES ONE CAP  
AT E 1766th CORNER 17/20  
CS 89483 (LAWSON)  
HELD FOR POSITION