LEASE

This lease is between the City of Newport, an Oregon municipal corporation ("City"), as lessor and Pacific Choice Seafood Company, an Oregon Domestic Business Corporation ("Company"), as lessee.

RECITALS

A. Company and/or its affiliates recently acquired real property from California Shellfish Company, Inc. (dba Hallmark Fisheries), formerly known as Point St. George Fisheries and Point Adams Packing Company ("California Shellfish"), that is immediately east of City owned real property that is the subject of this lease agreement.

B. By virtue of this acquisition, Company and/or its affiliates now possess real property to either side of the City's ownership and desires to enter into this lease agreement so that it can utilize upland areas and docks on the City property for fish processing purposes, securing an unimpeded stretch of dock between its existing operations and newly acquired property.

C. City had leased the property to California Shellfish for this same purpose continuously since 1957; however, that lease expired on July 1, 2016. California Shellfish exercised a holdover option in the lease, through August 31, 2016, to provide the City and Company time to negotiate a new lease agreement. For purposes of Newport Municipal Code 2.25.080, Company shall be entitled to 'tack' the period of this lease to the term of the above identified predecessor's lease

D. City desires to enter into a lease agreement for two years to provide Company time to develop investment plans for its existing and newly acquired property to either side of the City ownership, and how the City lands might relate to, or integrate with those plans.

Therefore, City and Company agree to the following terms and conditions:

1. Lease. The City leases to Company and Company leases from the City the following described real property (the "premises"):

Beginning at a point on the Southeasterly extension of the Southerly line of SW Fall Street (said point also being the Northerly line of the Victor L. Bump property) that is 142.0 feet Southeasterly of the most easterly point of Block 3, Plan of Newport, a subdivision of record in Lincoln County, Oregon, thence Northeasterly 89.1 feet to a point on the Southwesterly line of the Dulcich Realty, LLC property, said point being 121.0 feet Southeasterly of the Southeasterly line of Block 4, said Plan of Newport, thence Southeasterly along the Southwesterly line of the said Dulcich Realty, LLC property to the mean low water line of the Yaquina Bay, then Southerly along said mean low water line to the said Easterly extension of the Southerly line of Fall Street (said point also being on the Northerly line of the said Victor L. Bump property), and thence Westerly along said line to the point of beginning;

SUBJECT TO:

a. The right of fishing, navigation, and commerce in the State of Oregon and the federal government and the rights of the public and governmental bodies in and to that portion thereof lying below the ordinary high water mark of the Yaquina Bay.

c. The mutual acknowledgment between the parties that the legal description used herein may not be a precise description of the premises leased and, therefore, the City shall not be held responsible or liable for damages or losses incurred as a result of any errors in the present description, so long as Company shall have substantial possession of the enclosed premises located thereon.

d. Easements, conditions, and restrictions of record, if any, and any interest or encroachment as might be disclosed by an inspection or survey of the premises.

e. The ownership interest of the State of Oregon, if any, in any portion of the property falling below the ordinary high water mark of the Yaquina Bay.

f. City's interest in the submerged and submersible land lying immediately adjacent to the southeasterly boundary of the property described above obtained by lease from the State of Oregon pursuant to State Lease ML-10493/APP11874 ("State Lease").

g. Company agreeing to perform and fulfill all of the City's obligations and duties, including any and all payment obligations, under State Lease, and doing nothing which in any way impairs the City's rights under the State Lease.

The premises are further described and depicted on the map attached as EXHIBIT 1. City also subleases the submerged and submersible land described in the State Lease (the "Submerged Premises") to Company according to the terms and conditions set forth in this Lease. Lease of both the premises and Submerged Premises shall be exclusive to Company, and City shall not lease, sublease, assign, or otherwise interfere with Company's use of either except as expressly permitted under this Lease.

2. <u>Term of Lease</u>. This lease shall be effective at 12:00:01 A.M. on September 1, 2016 and shall remain in effect until midnight at the end of October 31, 2018.

A. Extension. Company intends to develop plans during the term to improve the premises and/or the properties located to either side of the premises (the "Plans"). City acknowledges that Company has a material interest in continued exclusive access to and use of the premises in connection with such Plans. Accordingly, if the City and the State extend the term of the State Lease, Company shall have the right to renew and extend the term of this Lease for an additional two years (the "Extension Term") by giving notice to City at least 60 days before expiration of the initial term. Lease of the premises during the Extension Term shall be on the same terms and conditions contained in this lease with the exception of Rent, which City and Company agree will be adjusted on an annual basis in line with changes in the Bureau of Labor Statistics Consumer Price Index All Urban Consumers (CPI-U). The lease of the premises during the Extension Term shall also be subject to any additional terms from the State Lease extension.

B. Right to Purchase. If the Plans call for, and Company makes, a total investment of at least $1 million, then, pursuant to Newport Municipal Code 2.25.080, City grants to Company the exclusive right to directly purchase the premises from City without public bid or hearing upon termination of the Extension Term. Company shall notify City in writing before termination of the Extension Term of intent to exercise its right to purchase. Upon exercise, City and Company shall negotiate in good faith for a period of up to 90 days to reach mutually acceptable terms for sale. City shall neither sell any portion of the premises to any third party nor commence any of the sale procedures set forth in Newport Municipal Code 2.25.040 during such negotiation period.

3. Rent.

A. Company shall pay any amounts due or payable to the State of Oregon, Division of State Land for the use of any part of the leased premises, during the term of this lease or any renewal or extension thereof. In particular, Company shall pay all sums due to the State of Oregon pursuant to Lease No. ML-10493/APP11874, between the City of Newport and the State of Oregon, or any subsequent or substitute lease to ML-10493/APP11874.

B. The monthly rental rate for this lease shall be $2,750.00.

4. Premises "As Is." Company takes the premises "as is," subject to all faults and defects. Company acknowledges that part or all of the docks that are a portion of the premises may be in deteriorated condition, posing substantial risk to any person or property. Company assumes all risks associated with the use of the premises in any manner. Company acknowledges that no representations or warranties of any kind have been made by the City.

5. Use. Company may use the premises for unloading and purchasing fish and seafood products, processing and preparing seafood products, and other activities or uses incidental to fish processing, consistent with all applicable laws and regulations and the State Lease, but may not use the premises for any other purposes. Company shall comply with all applicable governmental laws, regulations and other requirements.

A. Company shall not engage in any activity on the premises that would make it difficult or impossible to insure the premises or that would result in an increase in insurance premiums.

B. Company shall not store any hazardous substances on the premises or discharge any hazardous substances from the premises in violation of any federal, state, or local law or regulation.

6. Inspection. The City, its agents and representatives may enter and inspect the premises at any time, but shall not disrupt the operations of Company on the premises.

7. **Compliance with Laws, Licenses and Permits.** Company shall promptly comply with all federal, state and local laws, ordinances, rules and regulations in its use of the premises, including but not limited to the Oregon State Fire Marshal's rules and regulations applicable to and affecting the premises and Company's use and occupancy. Company shall also promptly comply with all orders, regulations, requirements and directives of such authorities and any insurance companies which have issued or are about to issue policies of insurance covering the premises and its contents, for the prevention of fire or other casualty, damage or injury, at its own cost and expense.

   This lease does not give Company permission to conduct any use that is not in conformance with applicable land use requirements. Company shall obtain and comply with all land use approvals, occupancy or sign permits and other required licenses, permits and approvals its expense. City makes no warranties or representations regarding land use or building regulations and makes no warranties or representations regarding the suitability of the premises for any particular use.

   Company shall obtain, maintain and keep current all required licenses and permits for its operation or use of the premises.

8. **Taxes, Utilities and Other Charges**. Company shall promptly pay for all water, heat, light, sewer, garbage, telephone, internet, cable, power and other services or utilities used in the leased premises during the tem of this lease.

   Company shall pay all real and personal property taxes and assessment imposed on the premises and personal property located on the premises, including any taxes imposed on the property during the term of the lease but which do not become payable until after termination of the lease.

   Company may exercise its legal rights to contest appraisals or assessments. City will cooperate with Company regarding its legal rights, but Company shall reimburse the City for any costs incurred by the City in doing so.

9. **Care of the Premises, Repairs and Improvements**. Company will care for and maintain the property in a condition at least as good as its current condition and shall not intentionally destroy, damage or waste of the property. Maintenance of the building includes providing sufficient heat within the building to avoid damage.

   To the extent that repairs or replacement is required as a result of an insured event, the proceeds of any applicable insurance payment shall be used to defray the costs of the repairs or replacement.

   Company shall promptly repair any intentional or unintentional damage to the premises.

10. **Sidewalks**. Company shall act reasonably and timely to keep the sidewalks on and adjacent to the premises free and clear of ice, snow, rubbish and obstruction of every

sort. This requirement is not intended to create any right in favor of any third party against Company.

11. **Assignment, Transfer or Sublease**. Company shall not assign or transfer this lease or sublease the premises without the prior written consent of the City, and if necessary under the State lease, the State. In the event the City grants written consent to an assignment or transfer, Company shall remain jointly and primarily liable with the assignee/sublesee under all the terms and conditions of this agreement, unless and until the assignee/sublessee has demonstrated good standing for thirty-six (36) consecutive months. The phrase "in good standing" as used in this section means that the assignee/sublessee has not violated, defaulted, or failed to comply with any term or condition of the lease, including timely payment of rent. After such uninterrupted good standing for thirty-six (36) month consecutive months, the City shall sign a release of liability which releases Company from further rental payment obligations under this lease.

    The City shall have the right to see, transfer, assign or encumber its interest in the Lease, or delegate any or all of its obligations hereunder, without obtaining the approval of Company.

12. **Alternations, Fixtures and Equipment**. Any fixtures or equipment installed by Company at its own expense may be removed by Company at the termination of the lease, provided the removal can be accomplished without significant damage to the premises. Company shall repair and restore any insignificant damage resulting from removal of fixtures.

    No alterations, additions or improvements shall be made, and no heavy equipment, apparatus and fixtures, shall be installed in or attached to the premises without the prior written consent of the City, which consent shall not be unreasonably withheld. All such alterations, additions, improvements, systems or fixtures, when made, installed, or attached to the premises shall belong to and become the property of the City upon termination of this lease, subject to Company's right to remove fixtures without causing significant damage.

    All fixtures or personal property of Company not removed by it upon termination of the lease, shall be considered abandoned and the City shall have the right, without notice to Company, to sell; or otherwise dispose of them at the expense of Company.

13. **Signage**. Company shall not place or allow any signs on the premises without the required municipal approval and the City's consent to the design, structure and location, which consent shall not be unreasonably withheld. Such consent does not constitute the required municipal approval; Company must go through the municipal approval process.

14. **Notices**. Any notices under this lease shall be sent registered or certified mail and addresses as follows:

If to the City:

City Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365

If to Company:

Pacific Choice Seafood Company
Attn: Dave Wright
213 SW Bay Boulevard
Newport, Oregon 97367

With a copy to:

Pacific Seafood Group
Attn: Legal & Strategic Affairs
16797 SE 130th Ave.
Clackamas, OR 97015

Notices shall be presumed to be delivered 48 hours after mailing. The parties are encouraged to send copies of notices by fax and/or e-mail to the regular contact person for the other party.

15. **Liens**. Company shall not allow any lien to be filed on the leased property, and Company may not file a lien on the property.

16. **Default, Notice and Cure**. A default by Company shall occur if any of the following occur and if the default shall continue and not be remedied within thirty (30) days after the City shall give notice specifying the breach, which notice shall be within ten (10) days of the breach, delinquency or failure to pay rent. If the non-compliance cannot reasonably be cured within the thirty (30) days, Company will not be in default if it starts taking action to cure the breach within ten (10) days of receipt of the notice and continues to diligently act until the breach is cured.

    A. Delinquency or failure to pay rent or any required payments under this lease in the amounts or at the times specified. All rent and other sums due from Company shall bear interest at the legal rate for judgments in Oregon as of the date due. Company shall also pay the City a penalty of $275 in addition to the rent or required payment and interest if it fails to make a payment when due.

    B. Failure of Company to comply with any term or condition of the lease.

    C. Failure of Company to use the premises for the purposes authorized under the lease.

D. Vacation or abandonment of the premises without written approval of the City.

E. Company maintaining a nuisance on the premises.

F. Insolvency of Company; an assignment by Company for the benefit of creditors; the filing by Company of a voluntary petition in bankruptcy; an adjudication that Company is bankrupt or the appointment of a receiver of the properties of Company; the filing of any involuntary petition of bankruptcy and the failure of Company to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Company to secure discharge of the attachment or release of the levy of execution within ten (10) days.

G. Failure by Company to remove any lien or encumbrance placed upon the premises.

17. Termination.

A. In the event of a default by Company which is not cured within the time permitted under Section 16, the lease may be terminated at the option of the City by thirty (30) days advance written notice.

B. In the event of a violation or breach of any provisions of the lease is causing damages to the premises or Company is using the premises in a manner not permitted by the lease, or in any case damages are occurring to the premises, the City may immediately enter upon the premises and take such action as necessary to cease such damages or use. Company shall be liable to the City for all reasonable and necessary costs incurred in correcting such violation. Such entry shall be in lieu of the notice and opportunity to cure provided in Section 16.

C. In the event the lease is terminated by either party, Company shall have thirty (30) days after the date of termination to remove all fixtures and personal property. Failure to remove such items within the thirty (30) day period will constitute abandonment, and the City shall take title to the property after the expiration of the thirty (30) day period, in which event, the City may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages directly resulting from such use of reasonable force.

D. In the event of termination on default, the City shall be entitled to recover as damages: i) the loss of reasonable rental value from the date of default until a new lease has been, or with the exercise of reasonable care could have been, secured; ii) the reasonable cost of reentry and reletting, including the reasonable costs of any clean-up, refurbishing, removal of Company's property and fixtures, or any other necessary expense resulting from Company's failure to quit the premises upon termination and leave them in the required condition, including reasonable attorney fees, court costs, brokers' commissions and advertising costs; and iii) any excess of the value of the rent and all of Company's other obligations under the lease over the reasonable expected return from the premises for the period beginning on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present

value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

18. **Surrender of Premises**. When its right to possession of the premises ends, Company shall vacate the premises peaceably and leave the premises in good order and condition. Any furniture, equipment or other personal property left on the property after Company's right to possession ends shall be considered abandonment of that property and a donation of that property to the City.

19. **Remedies**. If Company does not immediately surrender possession of the premises when its right to possession terminates, the City may enter the premises without demand or notice, repossess and lock the premises, and expel Company's effects at the expense of Company. Any action by the City authorized by this section shall not constitute trespass or other wrongful act. City's rights under this section are without prejudice to any other right or remedy.

    All of the City's rights and remedies authorized by law or this lease are cumulative.

20. **Remedies upon Bankruptcy**. In addition to any other rights provided herein, should Company be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against Company for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Company shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the City may terminate this lease and the term upon giving to Company or to any trustee, receiver, assignee or other person in charge or operating as custodian of the assets or property of Company, thirty (30) days written notice. Upon the giving of such notice, this lease and the term shall end on the date fixed in such notice as if the date was the date originally fixed in this lease for its expiration, and the City shall have the right to remove all persons, goods, fixtures and property, by force or otherwise, without liability for damages.

21. **Holding Over**. If Company remains in possession of the property after the expiration of this lease, the holding over shall not result in a renewal or extension of this lease but shall create a tenancy from month-to-month which may be terminated at will at any time by either party on not less than 30 days' notice. If Company remains in possession of the premises without the City's consent, the tenancy shall be at sufferance. The City may eject Company from the premises and recover damages caused by the wrongful holdover.

22. **Indemnification**. Company shall defend, indemnify and hold City harmless from and against any and all claims arising out of any violation or alleged violation of, or failure or alleged failure of Company to comply with any applicable law, ordinance or regulation, including any environmental law or regulation, including costs of investigation, defense, compliance, remediation and any penalties imposed by any governmental body.

    Company agrees to hold harmless, indemnify and defend City from and against any and all claims arising out of any hazardous substances on the premises or any other

properties directly or indirectly resulting from any act or omission of Company or its agents or representatives, or from any activities on the property occurring during the tern of this lease. However, Company is not required to hold harmless, defend or indemnify the City for any condition relating to hazardous substances on the premises that were on the premises prior to Company's first possession of the premises. "Expense" includes but is not limited to attorneys' fees, costs, and expenses of, or in preparation for, any administrative or judicial proceeding or review or appeal, and the cost of any remediation.

City shall not be responsible or liable in any way for the injury or death of any person or damage to any property in or about the premises, nor shall City be liable for any damage or loss suffered by Company arising or resulting from any accident or injury to goods or persons in or about the premises.

Company shall indemnify, defend and hold the City, its officers, agents and employees, against any and all actions, claims, losses, damages or liabilities, costs and expenses resulting from or arising out of any accident or injury on or about the premises, or in any manner arising from Company's use or occupancy of the premises or its operations, or any act or omission of Company or that of any employee, representative or invitee of Company. Company agrees at its own cost and expense to defend City against any action and any and all appeals and to satisfy and discharge any judgment which may be awarded against City arising from any accident or injury to goods or persons on or about the premises.

Company shall have no obligation to indemnify the City from or against any actions, claims, losses, damages or liabilities, costs and expenses attributable solely to the acts or omissions of the City or its officers, employees or agents.

Company shall also indemnify the State in the manner required of the City in the State leases.

23. <u>Insurance</u>. All insurance required below shall be with companies duly licensed to do business in the State of Oregon. Each insurer shall have a current A.M. Best rating of not less than "A."

A. Fire Insurance Coverage. The premises, including personal property on the premises shall be insured for full replacement value, at Company's cost. Company shall obtain fire and other hazard extended coverage insurance in a form and with a company satisfactory to City, with coverage limits of at least $1,800,000 per occurrence and $3,600,000 aggregate. The policy shall name the City and Company as insureds.

B. City Property Insurance Coverage. City may, in City's discretion and at City's option, obtain a separate policy of insurance for the City's real and personal property. If City obtains a policy, Company shall not be obligated to obtain any other or additional casualty insurance for City's property, but Company shall reimburse to City the premiums for any such insurance coverage.

C. Company Property Insurance Coverage. Company shall maintain comprehensive personal property insurance to insure Company's personal property in the premises for losses and risks of direct physical loss and theft. The amount of the coverage shall be the replacement value of the personal property insured.

D. Commercial General Liability Insurance Coverage. Company shall maintain liability insurance policies insuring the State, the City and the Company. The policy shall include coverage for bodily injury, broad form property damage, and personal injury. It shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause or any provision which would serve to eliminate third party action over claims. In the event it is written on a claims-made basis, coverage shall extend two years past completion of the lease. The policy shall have limits not less than $1,800,000 per occurrence and $3,600,000 aggregate. At no point shall it be less than the Oregon Tort Claims limits as applied to the State of Oregon.

E. Workers' Compensation Coverage. Company and any and all employers providing work, labor or materials under this lease are subject employers under Oregon Workers' Compensation Law and shall comply with all applicable statutory and regulatory requirements.

F. Owned, Non-owned, and Hired Automobile Coverage. Company shall maintain such coverage with at least $1,000,000 per occurrence for any vehicle owned or used by Company and operated on or from the premises. At no point shall it be less than the Oregon Tort Claims limits as applied to the State of Oregon.

G. Additional Insured Endorsement. The liability insurance required for performance of the lease shall include the State of Oregon, the Division of State Lands, the City of Newport, and their sections, officers and employees as additional insureds but only with respect to Company's activities to be performed under the lease.

H. Certificates. Company shall obtain all described insurance at its own expense, and keep it in effect during the term of the lease. Upon execution of the lease, Company shall provide the City with a copy of the insurance policies or a certificate of insurance, executed by a duly authorized representative of the insurer, showing full compliance with the requirements of this lease. Each applicable insurance policy shall be written on a primary coverage basis, including any self- insured retention, unless otherwise specified. If Company's liability policies do not contain a separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. The policies shall provide that the coverage shall not be canceled or amended without at least fifteen (15) days' notice to City.

I. Failure to maintain the required insurance may result in termination of the lease.

24. <u>Waiver of Liability</u>. Neither party shall be liable to the other for losses arising out of damage to or destruction of the premises when the losses are covered insurance.

Each party waives any claims it may have against the other party for claims for which the damaged party receives insurance proceeds.

25. **Destruction of Premises**. The City has no obligation to repair or replace any part or portion of the premises destroyed by fire or accident other than to make insurance proceeds available for repair or replacement. If available insurance proceeds are sufficient to pay the cost of the repairs, the City shall decide whether to repair the premises. The City shall provide Company written notice of City's decision within 30 days after the determination of the amount of insurance proceeds available. If the City decides not to repair, this lease shall be terminated as of the date of the damage. In the event of termination for this reason, City shall receive and retain insurance proceeds attributable to the loss or destruction of the real property and any City personal property on the premise, and Company shall be entitled to insurance proceeds attributable to Company's separate personal property or loss of occupancy (if Company has insurance covering loss of occupancy).

    Any repair or restoration after damage shall be done with reasonable speed. Company shall not interfere with any repair or restoration by City and City shall attempt to conduct any repairs or restoration so as to minimize impact on Company's operations. The City's obligation to repair any damage or destruction to the premises shall be limited to the amount of available insurance proceeds. If thirty (30) percent or more of the usable area of the premises is damaged or destroyed, then the parties shall negotiate a reasonable reduction in the rent for the period of repair. If they cannot agree on the rent reduction within fifteen (15) days after the written notice provided above, then the lease shall be terminated.

26. **Condemnation**. If the land and premises, or any portion thereof, shall be taken under condemnation proceedings, or an action shall be instituted for the taken, or if in lieu of any formal condemnation proceeding, the City shall grant an option to purchase or shall sell or convey the premises or any part thereof, to any government or other public authority, agency, body or public utility seeking the premises, then at the City's option, this lease shall terminate, and the term shall end as of the date the City fixes by notice in writing.

    The entire award for such taking shall be the property of the City, and Company shall have no claim or right to any portion of any amount which may be awarded as damages or paid as a result of the proceedings or paid as the purchase price in lieu of formal condemnation proceedings, and all right of Company to damages, except for damage to its business, is hereby assigned to the City. Any claim of Company for damages to its business shall be reserved to Company. Company agrees to execute and deliver any documents as may be deemed necessary to expedite the condemnation proceedings or facilitate the property transfer of title to the public entity seeking to acquire the premises or portion thereof. Company shall vacate the premises, remove its personal property and deliver peaceable possession to the City or the party designated by the City as specified in the notice of termination. Failure by Company to comply shall subject it to such costs, expenses, damages and losses as the City may incur by reason of this breach.

27. **Strict Performance; Waiver of Breach; Cumulative Rights**. Strict performance, including compliance with deadlines, is of the essence of this agreement. The various rights, remedies, options and elections of the City are cumulative, and the failure of the City to enforce strict performance by Company of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy or the acceptance by the City of any installment of rent after any breach by Company in any one or more instances, shall not be construed or deemed to be a waiver or relinquishment for the future by the City of any such conditions and covenants, options, elections or remedies, but they shall continue in full force and effect.

28. **Quiet Enjoyment**. City covenants that Company shall quietly and peaceably possess and enjoy the demised premises subject to and in accordance with this lease agreement during its term; subject to the provisions of this lease and the lease with the Oregon Division of State Lands.

29. **Severability**. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, but such other clauses or provisions shall remain in full force and effect.

30. **Amendment**. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

31. **Entire Agreement; Governing Law; Dispute Resolution Costs**. This lease contains the entire contract between the parties. No representative, agent or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof.

    If any arbitration, mediation, court proceeding, bankruptcy action or other action is instituted to enforce or interpret any of the terms of this Agreement, such action shall be subject to the applicable Oregon law. Venue shall be in Lincoln County, Oregon. The party not prevailing shall pay the prevailing party's actual fees and expenses, costs, and disbursements, and any other such sums as the court or decision maker may determine, including in any appeal.

CITY OF NEWPORT

Spencer R. Nebel, City Manager

Date: 08-10-16

PACIFIC CHOICE SEAFOOD COMPANY

By: Frank Dulcich

Title: President | CEO

Date: 9-1-16

City of Newport / Pacific Choice Seafood Co.
Lease Boundary Including Appurtenant
DSL In-water Lease Area (September, 2016)

Lincoln County government use only. Use for any other purpose is entirely at the risk of the user. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users should review the primary information sources to ascertain their usability.