

Application for a Permit to Use Ground Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

A. Individuals		
Applicant:		
Mailing Address:		Last
City	State	Zip
Phone:		
	Work	Other
*Fax:	*Email Address:	
B. Organizations		
•	rtnerships, joint stock companies, cooperative	es, public and municipal corporations)
Name of Organization:	AN Tonneson, L	LC
Name and Title of Person Applyin	18: Stan Tonneso	n, co-owner
Mailing Address or Organization:	23586 NW. St.	Helens Rd
Portland		97231 Zip
	7003 503-23	4-3466 Evening
*Fax: 503-543-5	S170 *Email Address: Sta	Ne RPMARINA, CON
*Optional CERC #	503-329-0298	(BEST)
App. No. G-17176	For Department Use Permit No. Date	

Last Updated: 11/24/2008

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2. PROPERTY OWNERSHIP

A. Well Information Number of well(s): Name of nearest surface water body: Thomah Chancl This distance from surface water is less than one mile, indicate elevation difference between nearest surface water a well head: 10 20 3 3 4 3 3 4 4 3 3 8 Well Characteristics Wells must be constructed, please enclose a copy of the well constructor's log and the well D number, if available, for each well withthis application. Identify each well with a number corresponding to the well on please complete the following: Well(s) will be constructed by:	This land is encumbered by easements, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s)) (Please check the appropriate box below) have a recorded easement or written authorization permitting access. Written authorization or an easement permitting access. Written authorization or an easement permitting access. Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). DSL Legge MLTI46, Athorization permitting access. Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). DSL Legge MLTI46, Athorization permitting access. Written authorization of: (1) the property from which the water is to be diverted, (2) any yerosed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used steed on the map. Information	Yes (Please check	appropriate box below the	hen skip to section 3 'Grour	nd Water Develop <mark>n</mark>	ient')
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	ortland or 97231	ell(s) will be construc	eted by:			
Tailing Address: 23586 NW St Helens Rd	ortland or 97231	existing	- well loc	AHACKED.		
	ORHand OR 97231 City State 2ip			St Helens	<i>k9</i>	
Portland or 97231	City State Zip	Portland		OR	972	31
City State Zip		City		State		Zip

We	Diamento-	Type and size of casing	No of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total wel depth
								_	

Note: Well numbers in this listing must correspond to well locations(s) shown on accompanying map.

If well log is not available, or well is not yet constructed, you must provide: proposed total depth, depth of casing and seal, and the anticipated perforation and open intervals.

C. Artesian Flows

Completion Date:

If your water well is flowing artesian, describe your water control and conservation works:

- SANITARY SERT WITH PRESSURE UAIVE 50-60ps natural pressures daily Reading of 14+ meters facility wipe with Alert levels

4. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number domestic expanded (from 40 more) of households to be supplied with water: 76
- If your proposed use is irrigation, please attach Form I
- If your proposed use is mining, attach Form R
- o If your proposed use is municipal or quasi-municipal, attach Form M
- If your proposed use is commercial/industrial, attach Form Q

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B. Amount of Water

Provide the production rate in gallons per minute (gpm) and the total annual amount of water you need from each well, from each source or aquifer, for each use. You do not need to provide source information if you are

Well No.	Source or aquifer	Type of use	Total rate of water requested (in gpm)	Total annual quantity (in gallons)	Production rate of well (in gpm)
1		domestic equinoco	.38cfs	Nállim Z	100 gpm
			100gpm		
C. Maximu	m Rate of Use Reques	ited	<u> </u>		<u>'</u>
		us rate of water that will b	e used?	00 97m	
The fees for	your application will be b	pased on this amount.)			
). Period of			60		
	time of year you propo	ose to use the water: ates when water use would b	Conflix		per 31)
	ases like irrigation give o	aces when water use would b	egin and end, e	.g. March 1-Octo	50. 51.,
. Acreage					
•	e applying water to lan cres where water will b		2,000, 5	12 05	
	should be consistent with		<i>3</i> ,000 .	<u> </u>	
		5. WATER MANAGE	MENT		
Diversion					
	will you use to divert	water from the source?			
	•			ما تور م	20Vl 5
Pump	give horsepower and	l pump type): 2 hr	74	CUZZIII	KHURUM DOMY 3
other	means (describe):				
. Transpor	t				
How will yo	ou transport water to yo	our place of use?			RECEIVED
D	itch or canal (give aver	rage width and depth):			FEB 0 9 200 9
Width		Depth	WATER RESOURCES DE		
Is the ditch	or canal to be lined?	C Yes C No			SALEM, OREGON
∀ Pi₁	oe (give diameter and t	otal length):			
Diameter	11/2" - 11/4"	Tength 4200'	\	V 5 1000	on land
Diameter	112 -11	religii A LOO	ON 000	V2) Y T	J. J
		, , , , ,			

WATER RESOURCES DEPT SALEM, OREGON

C. Application/Distribution Met	thod	
What equipment will you use to a	apply water to your place of use?	
Irrigation or land application meth	hod (check all that apply):	
☐ Flood	High pressure sprinkler	Low pressure sprinkler
Drip	Water Cannons	Center pivot system
☐ Hand Lines	☐ Wheel Lines	
Siphon tubes or gated pipe	with furrows	
other, describe:		
Distribution method		
Direct pipe from source	☐ In-line storage (tank or pond)	Open Canal
E. Conservation		
Have you considered other method	onserve water? Why did you choose this di ods to transport, apply, distribute or use wa rip irrigation, explain. If you need addition	nter? For example, if you are using
daily Reading o	on 14 meters with v	alert flow levels,
	6. PROJECT SCHEDULE	
Indicate the anticipated dates that begun, or is completed, please ind	t the following construction tasks should be licate that date.	egin. If construction has already
Proposed date construction will b	begin: expanded domes tic	2-2010
Proposed date construction will be	be completed: 6-2010	
Proposed date beneficial water us	se will begin: 6 - 2010	
	7. REMARKS	
If you would like to clarify any inf reference the specific application	formation you have provided in the applica question you are addressing.	ation, please do so here and
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		FEB 09 2009

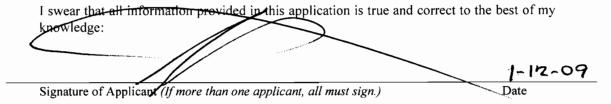
8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed well location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

9. SIGNATURE

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.



Before you submit your application be sure you have:

- Answered each question completely.
- Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- Included a Land Use Information Form or receipt stub signed by a local official.
- Included the legal description of all the property involved with this
 application. You may supply a copy of the deed, land sales contract,
 or title insurance policy, to meet this requirement.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

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WRD on the web:

www.wrd.state.or.us

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WATER RESOURCES DEPT SALEM, OREGON OU2138
OU2138
WATER WELL REPORT
STATE OF CREGON
HAPR 5 1063 Liplease type or print)

NOTICE TO WATER WELL CONTRACTOR

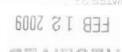
The original and first copy
of this report are to be
filed with the

STATE ENGINEER, SALEM 10, ORIGIN APA 5 1063
within 30 days from the date
of well completion.

State Well No. 3N/240-36

of well completion.	E EHGINEER	State Permit No	
	EM. ONEGON	(11) WELL TESTS: Drawdown is amount we lowered below static levered belo	vel
Address 2838 N.E.Glisan		Yield: / O O gal./min. with 20 ft. drawdown	after 24 hrs.
Portland, Oregon		17 79 79	,,
		29 26 29	"
(2) LOCATION OF WELL:	_	Bailer test gal./min. with ft. drawdow	n after hrs.
County Multnomah Driller's wel		Artesian flow 60 g.p.m. Date 3/1	/63
	N.2W R.1,240 W.M.	Temperature of water Was a chemical analysis m	nade? 🗌 Yes 🗎 No
Hocky Point	lon corner	(12) WELL LOG: Diameter of well below cs	• " • •
		Depth drilled 90 ft. Depth of completed we	
		Formation: Describe by color, character, size of material show thickness of aquifers and the kind and nature of t stratum penetrated, with at least one entry for each cl	and structure, and he material in each lange of formation.
		MATERIAL	FROM TO
TYPE OF WORK (check):		Old well	56
	ditioning	Rock gray hard	56 91
If abandonment, describe material and proced		black	91 111
		Yellow clay	181 135
(4) PROPOSED USE (check):	(5) TYPE OF WELL:	Rock porus	135 146
Domestic 🕱 Industrial 🗌 Municipal 📋	Rotary 🔲 Driven 📋	110011	
Irrigation Test Well Other	Cable 🖾 Jetted 🗌 Dug 🗍 Bored 🗍		
	readed 🖂 Welded 😭		
6	8 ft. Gage		
	ft. Gage		
Plam. from ft. to	ft. Gage		
(-)	forated? 🗌 Yes 🔼 No		
Type of perforator used	•		
Size of perforations in, by	fn.		
perforations from		DEC	EIVED
perforations from		HEU	CIVED
perforations from perforations from			
•		FEB	09 2009
perforations from	It to It.		
(8) SCREENS: Well screen in	stalled 🗌 Yes 🖼 No	WATER RES	OURCES DEPT
Manufacturer's Name		SALEM	, OREGON
Mo	odel No		
Diam Slot size Set from	ft. to ft.	Work started Feb, 25 1963. Completed Mar	.4 1963
Diam,Slot sizeSet from	ft. to ft.	Date well drilling machine moved off of well Ma.	
Tomon	ted off leak		
(9) CONSTRUCTION: General 8 to 18	feet.artesian	(13) PUMP:	
Well seal-Material used in seal	Well	Manufacturer's Name	
Depth of seal ft. Was a pa	acker used?	Type:	C.P
Diameter of well bore to bottom of seal	in.	YY An YY Y Control of the Control	
Were any loose strata cemented off? Yes	No Depth	Water Well Contractor's Certification:	
Was a drive shoe used? Yes No		This well was drilled under my jurisdiction a true to the best of my knowledge and belief.	and this report is
Was well gravel packed? Yes No Size			
Gravel placed from ft, to	<u>tt</u>	NAME Barron & Strayer (Person, firm or corporation) (T	
Did any strata contain unusable water?	es 🖺 No		ype or print)
Type of water? Depth of	strata	AddressRt.1, Box 254, Beaverton	. Ore
Method of sealing strate off		Drilling Machine Operator's License No.	
(10) WATER LEVELS:		1 74 R-61-	
Static level ft. below land	surface Date	[Signed] (Water Well Contractor)	
	are inch Date 3/1/63		rch 20 ₁₉ 63
non per adu			
	ATTOTAL ATTITUTE AND AVAILABLE	HEETS IF NECESSARY)	

G-17176





Oregon Water Resources Department **Land Use Information Form**

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; or 2) the application is for a water-right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply: a) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone. STAN Tonneson / Applicant Name: Mailing Address: Zip: 97231 State: OR City: A. Land and Location Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below. Plan Designation (e.g. Rural Residential/RR-5) Proposed Townshin Range Section Tax Lot# Water to be: Land Use: 00 Diverted Conveyed W Used 36 -20 3N AUM Conveyed Used Diverted Diverted Conveyed Used Diverted Conveyed Used NAMONTIUM List all counties and cities where water is proposed to be diverted, conveyed, or used. B. Description of Proposed Use Type of application to be filed with the Water Resources Department: Permit to Use or Store Water Exchange of Water ☐ Water-Right Transfer ☐ Allocation of Conserved Water Limited Water Use License Permit Amendment or Ground Water Registration Modification Ground Water ☐ Surface Water (name) Source of water: Reservoir/Pond ☐ cubic feet per second ☐ gallons per minute ☐ acre-feet Estimated quantity of water needed: Domestic for 76 household(s) Industrial Intended use of water: Irrigation ☐ Commercial Quasi-municipal Instream Other Briefly describe: dome stic CHAMPENT WATER

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt below and include it with the application filed with the Water Resources Department.

MCYCASING

12 DMCS

Receipt for Request for Land Use Information

State of Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, OR 97301-1266

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form.

This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Ple	L	and uses to be served by propose	elow and provide the requested d water uses (including proposed cor plan. Cite applicable ordinance section	nstruction) are allowed outright or a	re not
	a _l	pprovals as listed in the table belonger by the life advisers of the life and been obtained. Record of	d water uses (including proposed con ow. (Please attach documentation of Action/land-use decision and accomp but all appeal periods have not end	applicable land-use approvals whic panying findings are sufficient.)	
#1		Type of Land-Use Approval Needed (e.g. plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
100	١.	COMP. PLAN AMENDMENT	STATEWIDE PLANNING GOALS	Obtained Being pursued Denied Not being pursued	1.
0.5	2.	CONDITIONAL USE PERMIT, WILLAMETTE RIVER ORENWAY & DESIGN REVI	VARIOUS SECTIONS OF RURAL ABOUT POWN, CHAPTER 34 EN PERMIT	Obtained Being pursued Denied Not being pursued Obtained Being pursued Denied Not being pursued	2.
047.	3.	FLOOD HAZARD & GRADING & BLOSION CONTROL RAPINAT	VARIOUS SECTIONS OF COUNTY CODE, CHAPTER 29	Obtained Being pursued Denied Not being pursued Obtained Being pursued Denied Not being pursued	3.
Dep The	artme	nt regarding this proposed use of policant HAS Appued NO the MARINA WITH	special land-use concerns or make re water below, or on a separate sheet. FOR ALL NECESSALY LA 36 NEW FLOATING HO. ALEA, ADO 73 AUTO P.	NO USE PERMITS to MES RELOCATE 30 BOA	T SLIPS,
41	120	& ADD SZO FART OF	DOCK. Approval REON	TRES the ABILITY to SE	we wi
-	KPA	MSION OR LIST OF	ED VARIFICATION EXISTING PEQUIRED IMPROVEMENTS Title: SENIO	S to ACHIEVE THIS GO	M HANDU
Signa				88.3043 Date: 1.21.09	
Gove	rnme	nt Entity: MULTNOMAH	County X 22	579	_
Note	to lo	cal government representative:	Please complete this form or sign th	he receipt below and return it to the	applicant.

If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: STAN TENNESON -	ROCKY POINTE MARINA
City or County: MUTNOMAH CO	
Signature: Home Alexed	Phone: 503.988.3043 Date: 1.21.09
	X 22599 RECEIVED

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WATER RESOURCES DEPT SALEM, OREGON

tel 503-543-2785

G-17176



23586 NW St. Helens Hwy. Portland, OR 97231



Oregon Water Resources Department 725 Sumner St NE Suite A Salem, Or 97301-1266 2-12-09

Re: G17176 expanded domestic water permit application

A brief description of our request. We are an existing marina and floating home community on Multnomah Channel that has 40 existing floating homes that are provided water by a well on our property. Current water use is less than 5000 gallons per day.

We are in the permit process with Multnomah County to add 36 additional floating homes to our facility. One of the requirements is that we obtain the necessary water rights to service these new homes. Our application has been made with your office #G17176.

Thank you,

Stan Tonnéson

Rocky Pointe Marina

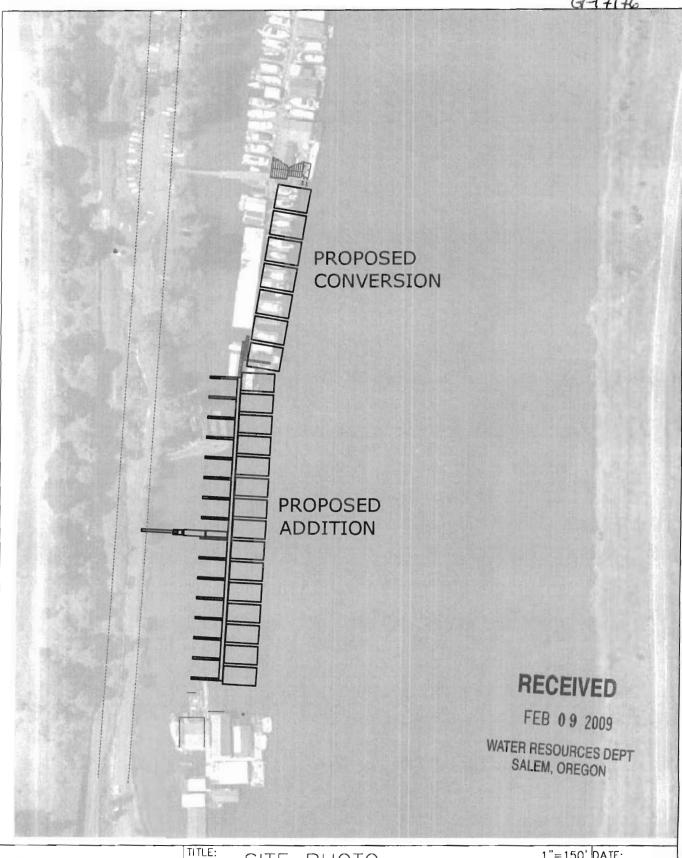
FEB 12 2009

WATER RESOURCES DEPT SALEM, OREGON



More than just a great marina!
Boat Yard • Professional Boat Repair • Fuel Dock





Flowing solutions

Flowing Solutions 3305 SW 87th Avenue Portland, OR 97225 Phone (503) 297-6311 Fax (503) 297-6053

SITE PHOTO

1"=150' DATE:

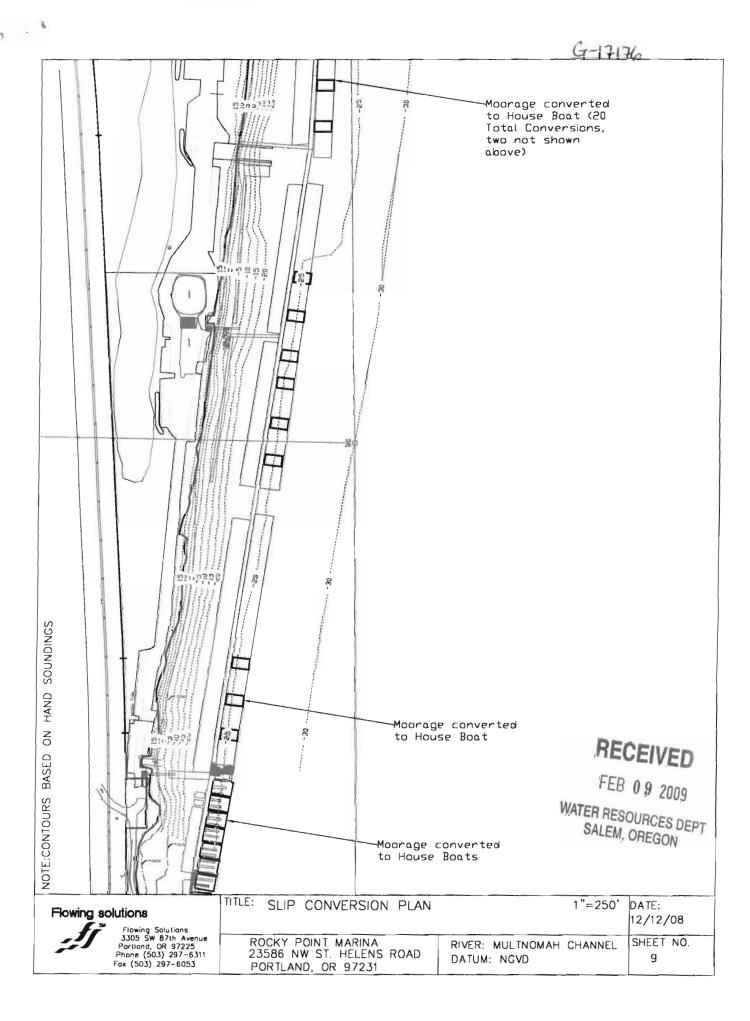
12/12/08

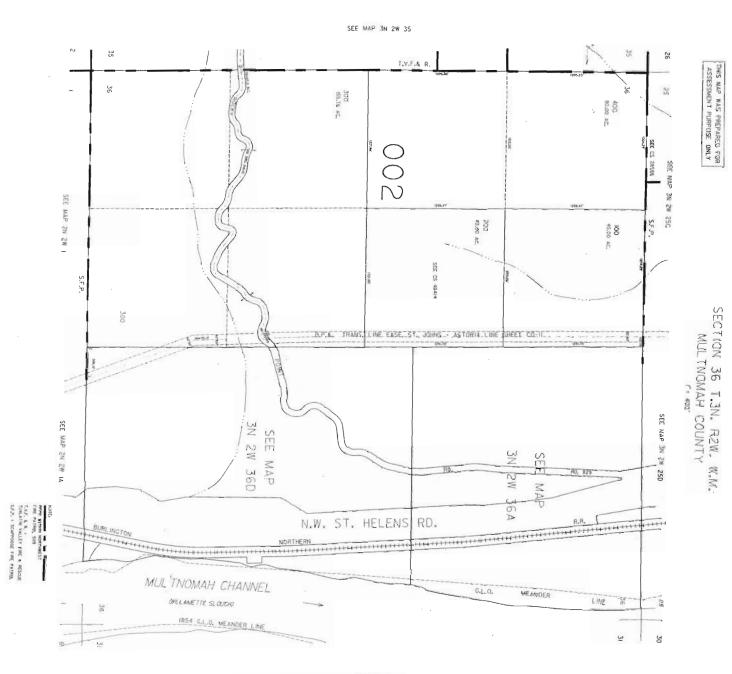
ROCKY POINT MARINA 23586 NW ST. HELENS ROAD PORTLAND, OR 97231

RIVER: MULTNOMAH CHANNEL

SHEET NO. 2

DATUM: NGVD





EE MAP 3% IN 31

& INDEX

1

3N 2W 36

STATE OF OREGON DEPARTMENT OF STATE LANDS SUBMERGED AND SUBMERSIBLE LAND LEASE

ML-7146 APP#16853

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE: Stan Tonneson

Jen Tonneson

ADDRESS: 211 NE 39th Portland, OR 97232

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Legal classification of Lessee is a Individual,

Lands situated in Multnomah County more fully described as follows:

WATER RESOURCES DEPT SALEM, OREGON

All state-owned submerged lands in the Multnomah Channel in Section 36, Township 3 North, Range 2 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the Northeasterly line of Tax Lot 400 (Multnomah County Assessor's Map No. 3N2W36A) and the line of Ordinary High Water on the left bank of the Multnomah Channel:

thence riverward along a line perpendicular to the thread of the stream to the line of Ordinary Low Water and the TRUE POINT OF BEGINNING:

thence continuing riverward along said perpendicular line a distance of 185 feet;

thence upstream and 185 feet parallel to said line of Ordinary Low Water a distance of 1957.50 feet, more or less, to a point which lies 185 feet riverward from the line of Ordinary Low Water as extended perpendicular to the thread of the stream;

thence continuing upstream a distance of 652.50 feet, more or less, to a point which lies 160 feet riverward from the line of Ordinary Low Water as extended perpendicula to the thread of the stream;

thence shoreward along said perpendicular line a distance of 160 feet to the line of Ordinary Low Water;

thence downstream along said line of Ordinary Low Water a distance of 2,610 feet, more or less, to the TRUE POINT OF BEGINNING, containing 10.90 acres, more or less and as shown on the attached Exhibit "A".

Total number of acres: 10.90 acres, more or less. Recorded in MULTNOMAH COUNTY, OREGON

C. Swick, Deputy Clerk

18

2006-126137

A67

Total :

106.00

07/10/2006 02:44:58pm

MIVTA

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Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM AND RENEWAL

- 1.1 <u>Term</u>: This Lease shall continue for the remaining 8 years of the original lease which commenced on February 1, 1994, the month and date of which shall be known as the "Lease Anniversary Date," and expiring on January 31, 2014, which date shall be known as the "Lease Expiration Date."
- 1.2 Renewal: Lessee shall have an option to renew this Lease for an additional period of 15 years after the original and each renewal lease term provided that Lessee has submitted a completed lease renewal application form to State not less than one hundred and eighty (180) days prior to the Lease Expiration Date. Upon receipt of such application, this Lease shall be renewed by State unless:
 - 1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes and Oregon Administrative Rules; or
 - 1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0020(49); or
 - 1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0010.
- 1.3 Except as otherwise provided in this Lease, State shall provide Lessee two (2) years advance written notice of its intent to not renew this Lease for all or any portion of the Leasehold. In the event State determines not to renew this Lease, but less than two (2) years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two (2) year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.

SECTION 2 - AUTHORIZED USES

2.1 <u>Purpose</u>: This Lease grants Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Commercial Marina and Floating Home Moorage with maximum of 40 floating homes, 150 boatslips and 7 boathouse spaces.

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WATER RESOURCES DEPT SALEM, OREGON ML-7146 APP16853 Page 2 of 17 Updated 10/19/05

SECTION 3 - RENT CALCULATION AND ADJUSTMENTS

- 3.1 <u>Initial Annual Rent</u>: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease shall be \$9,921.00, based on the Flat Rate as provided in Section 3.1.1. Receipt of the first year's Rent is hereby acknowledged.
 - 3.1.1 The initial annual Rent shall be calculated as follows:

Use Class	Area (square ft.)	Rate Choice	Annual Rent
Commercial Marina & Floating Home Moorage	474,694 square feet	Flat Rate	\$9,921.00
		TOTAL	\$9,921.00

3.2 <u>Annual Rent Adjustment:</u> The Rent shall be adjusted annually in accordance with the provisions of OAR 141-082-0100 in effect at the time. Each payment shall be due on the Lease Anniversary Date established in Section 1.1.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

- 4.1 <u>Modification of Leasehold Area or Use:</u> Lessee may request that State expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such change shall occur unless authorized in writing by State.
 - 4.1.1 This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease is not in use and does not contain any structures or improvements (an "Improvement"). If the amendment results in a reduction of Rent due under the Lease, such reduction shall become effective commencing on the Lease Anniversary Date that falls at least twelve (12) months after the later of: (a) the date of the change of area; or (b) the date of the issuance of State's written approval.
 - 4.1.2 Requests to change an authorized use or increase the Leasehold area shall be processed and reviewed in the same manner as a new lease application.
 - 4.1.3 Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 5.5 or 5.6 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

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SECTION 5 - RESERVATIONS AND RESTRICTIONS

- 5.1 <u>Compliance</u>: State shall have access to the Leasehold at all reasonable times for the purpose of evaluating and ensuring compliance with the terms and conditions of this Lease. State shall have the right to examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.
- 5.2 Reservations: State reserves:
 - 5.2.1 All rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits with the right of ingress and egress thereto, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.
 - 5.2.2 The right to enter in and upon the Leasehold at any time for purposes of inspection or management.
 - 5.2.3 The right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, with right of ingress and egress thereto. State shall include in any such grant of easement a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.
 - 5.2.4 All rights not expressly granted to Lessee are reserved by State.
- 5.3 Public Access and Recreational Use Reservation: All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation shall not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

- 5.4 Restriction on Use: Lessee shall:
 - 5.4.1 Comply with all applicable local, state and federal laws and regulations affecting the Leasehold and the use thereof, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

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- 5.4.2 Dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold; provided that, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, State shall have the right to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;
- 5.4.3 Not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State. Lessee shall promptly report to State the cutting or removal of vegetation by other persons;
- 5.4.4 Conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;
- 5.4.5 Maintain all buildings, docks, pilings, floats, gangways, similar structures, and other improvements located within the Leasehold in a good state of repair; and
- 5.4.6 Not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.
- 5.5 <u>Waste Water Disposal</u>: In addition to any other applicable laws and regulations, Lessee shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

5.6 Hazardous Substances:

- 5.6.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions and shall take all necessary precautions to protect human health and the environment and to prevent discharge or release of any Hazardous Substance to the environment from the Leasehold.
- 5.6.2 Lessee shall keep and maintain accurate and complete records of the amount of all such Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any such Hazardous Substance to the environment from the Leasehold or otherwise attributable to operations or activities on the Leasehold.
- 5.6.3 In the event any Hazardous Substance is released, arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold, Lessee shall promptly and fully remediate such release in accordance with State and federal regulations and requirements. If Lessee fails to so remediate, State shall have the right to remove and remediate

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ML-7146 APP16853 Page 5 of 17 Updated 10/19/05 any release of a Hazardous Substance on the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and to collect the cost of such removal or remediation from Lessee.

5.6.4 In addition to any duty to indemnify described elsewhere in this Lease, Lessee shall to the extent allowed by Oregon law, indemnify State against any claim or costs arising from or related to a release of a Hazardous Substance on or from the Leasehold arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold.

SECTION 6 - REQUIREMENTS

- 6.1 Assignment and Sublease: Except as provided in Section 6.2, Lessee shall not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by State at least thirty (30) calendar days prior to the effective date of sublease or assignment. State shall make a good faith effort to complete its review of such applications within thirty (30) days. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications shall be extended and the proposed sublease or assignment shall be delayed pending the completion of such review. State reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest shall be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee shall remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability hereunder.
 - 6.1.1 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) shall be deemed an assignment subject to the provisions of this Section if the result of said transfer shall be the change of management control or controlling interest of Lessee.
 - 6.1.2 Lessee shall not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor shall require the prior written approval of State.
- 6.2 <u>Permitted Assignments and Subleases</u>: Notwithstanding the provisions of Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold shall be allowed without further State approval:

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WATER RESOURCES DEPT
SALEM, OREGON

- 6.2.1 Subleases of portions of Lessee's interest in the Leasehold area, in the ordinary course of Lessee's business for the purposes approved under this Lease as specified in Section 2.1;
- 6.2.2 Subleases of the entire Leasehold for a term that is less than one year for a purpose specified in Section 2.1; or
- 6.2.3 The transfer of ownership of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; provided that, any other transfer of ownership following the death of Lessee shall be considered an assignment requiring State's approval.
- 6.3 Condition of Leasehold and Improvements: Lessee has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and any such Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold, or its Improvements, if any, nor their fitness or suitability for any purpose.
- Liability: Lessee agrees to defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 6.4 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.
- 6.5 <u>Assessments</u>: Lessee shall pay all taxes, assessments, or both, that are levied against the Leasehold, whether or not such taxes, assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.
- Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 7 - MISCELLANEOUS

- 7.1 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and shall have no obligation with respect to Lessee's debts or other liabilities.
- 7.2 <u>Non-Waiver</u>: Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.



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- 7.3 Notices: 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 Section 7.3.

If to Tenant:

Stan and Jen Tonneson 211 NE 39th Portland, OR 97232

Telephone: 503-234-3466

Fax: 503-543-5170

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WATER RESOURCES DEPT SALEM, OREGON

If Notices to Landlord:
Department of State Lands
775 Summer Street, NE Suite 100
Salem, OR 97301-11279
Telephone: (503) 378-3805
Fax: (503) 378-4844

If Rent Payments to Landlord: Department of State Lands Unit 18 PO Box 4395 Portland, OR 97208-4395

- 7.3.1 Lessee shall provide State with a written notice of any change of address, change in corporation/partnership/ownership, or change in person(s) authorized to represent Lessee. State shall provide written acknowledgment of such Lessee written notices. Lessee's failure to receive such written acknowledgment within thirty (30) days of the date Lessee sent the original notice shall be constructive notice to Lessee that: (1) State has not properly received the notice, and (2) such attempted notice shall be of no force and effect until such time as the notice is actually received and acknowledged by State.
- 7.4 <u>Liens</u>: With the exception of mortgages or other security interests authorized by State under Section 6.1.2, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold, including land or improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any such lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether such costs, damages or charges are incurred prior or subsequent to any termination of this Lease.
- 7.5 Default: The following shall be events of default:
 - 7.5.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due hereunder within twenty (20) days of the date such payment is due. For the purposes of this subsection, if the due date for such payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, such payment shall be due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to pay such charge or payment.
 - 7.5.2 Failure of Lessee to comply with applicable laws, Oregon administrative rules or any non-payment-related term or condition or obligation of the Lease within thirty (30) days after written notice by State specifying the nature of the deficiency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing such non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the thirty (30) day period; (2) the interests of State will not be harmed by an extension; (3) such default was not due to the willful act or gross negligence of Lessee; and (4) State and Lessee are able to mutually agree upon a written plan and timeline for curing the non-compliance.

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- 7.5.3 Insolvency of Lessee; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee 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 Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Lessee consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual or entity unless within ten (10) days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6.1 of this Lease, the events of default specified in this subsection shall apply only with respect to the one then exercising the rights of Lessee under the Lease.
- 7.5.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or its fiduciary duties under law, State may declare an immediate default without any right of Lessee to cure the deficiency.
- 7.6 <u>Termination of Occupancy Upon Default</u>: State shall have the right to terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.5. State shall exercise its right to terminate Lessee's occupancy under this Section by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the notice. State shall be entitled to recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 7.8, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State shall be entitled to recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. All Improvements located on the Leasehold shall be disposed of as provided by Section 9.3 of this Lease. If Lessee owns a floating home and has placed such home on the Leasehold pursuant to the provisions of Section 2.1 of this Lease, the lease termination provisions of ORS 90.630 shall apply to the extent the provisions of this Lease are inconsistent with such statute.

7.7 State's Right to Cure Defaults:

- 7.7.1 If Lessee fails to perform any obligation under this Lease, State shall have the option to perform the obligation of the Lease after thirty (30) days written notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.
- 7.7.2 Notwithstanding the foregoing, in the event any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a

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- 7.8 <u>Termination Upon Mutual Consent</u>: This Lease may be terminated by mutual written consent of Lessee and State.
- 7.9 <u>Weed Control</u>: Lessee shall control noxious weeds including aquatic weeds, plant pests and diseases within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which may now or in the future have authority with regard to the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.
- 7.10 Holdover: If Lessee does not vacate the Leasehold at the time required at expiration or upon termination of the Lease, State shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State shall have the option to unilaterally establish a new Rent for the month-to-month tenancy, with said Rent payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period upon written notice from State given not less than thirty (30) days prior to the termination date which shall be specified in the notice.
- 7.11 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities hereunder are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties hereunder, and such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LESSEE, BY EXECUTION OF THIS LEASE, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.

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- 7.12 <u>Binding on Successors</u>: This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by State to any disposition or transfer of the Lease or any interest herein by Lessee except as otherwise expressly provided in this Lease.
- 7.13 Nondiscrimination: The Leasehold shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 7.14 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages shall bar later actions for damages subsequently accruing.
- 7.15 Remedies Cumulative: The remedies contained in this Lease shall be in addition to, and shall not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same default or breach by the other party.
- 7.16 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party shall be entitled to recover all costs and disbursements incurred, including such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings.
- 7.17 Exhibits: All Exhibits 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. References to "this Lease" include matters incorporated by reference.
- 7.18 Compliance With Applicable Law: State's performance under this Contract is conditioned on Lessee's compliance with the provision of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein.
- 7.19 Late Charges and Interest: It is understood by both parties that late payments by Lessee of rent and other charges due hereunder will cause State to incur costs and other damages not otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. As recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted hereunder and in addition thereto, if Lessee has not made full payment of amounts due within twenty (20) days of the date such payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law, or (2) twelve percent (12%) per year.

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WATER RESOURCES DEPT SALEM, OREGON ML-7146 APP16853 Page 12 of 17 Updated 10/19/05 7.20 <u>Survival</u>. Termination or expiration of the Lease shall not extinguish or prejudice State's right to enforce the indemnification, access to records, governing law, venue and consent to jurisdiction provisions of this Lease.

SECTION 8 - INSURANCE

- 8.1 Commercial General Liability: Lessee shall obtain at Lessee's expense, and keep in effect during the term of this Lease, comprehensive or commercial general liability insurance covering bodily injury and property damage with an insurance company acceptable to State. This insurance shall include personal injury coverage, contractual liability coverage for the indemnities provided under this Lease and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.
- 8.2 Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, Pollution Liability Insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Combined single limit per occurrence shall not be less than N/A. Annual aggregate limit shall not be less than N/A.
- 8.3 Workers' Compensation Insurance: All employers, including Lessee, that employ subject workers who perform work under this Lease in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Lessee shall ensure that each of its sublessees (if permitted) complies with these requirements.
- 8.4 Revisions/Amendments/New Requirements: The amounts and types of insurance (including those specified in Section 8) and the party responsible for procuring the insurance shall be established and reviewed when circumstances warrant. The requirements may be revised or amended by State periodically at State's sole discretion after State:
 - (a) consults with its insurance advisor;
 - (b) consults with Lessee;
 - (c) considers the commercial reasonableness of any requirements, amendments or revisions; and
 - (d) considers State's need for adequate insurance protection and State's fiduciary obligations.

Within thirty (30) days notice to Lessee of State's revision or amendment of the insurance requirements, Lessee shall provide State with satisfactory evidence that Lessee has obtained new insurance coverage which conforms with the revised/amended insurance requirements. If mutually agreed in writing, Lessee may have additional time to obtain such insurance.

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- 8.5 Named Insured Parties: The liability insurance coverages required for performance of the Lease shall include the State of Oregon, the Department of State Lands and its Departments, sections, officers and employees as additional insureds but only with respect to Lessee's activities to be performed under this Lease.
- 8.6 Certificate(s) of Insurance: As evidence of the insurance coverages required by this Lease, Lessee shall furnish certificate(s) of insurance to State prior to the execution of this Lease, and not less often than annually thereafter and as reasonably requested by State. The certificate(s) will specify all of the parties who are additional insured (or loss payees). Insurance coverages required under this Lease shall be obtained from acceptable insurance companies or entities reasonably acceptable to State. Lessee shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- 8.7 "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the termination or expiration of this Lease for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Lessee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following termination or expiration of the Lease. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Lease. If continuous "claims made" coverage is used, Lessee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the termination or expiration of the Lease.

SECTION 9 - IMPROVEMENTS

- 9.1 Limitation on Improvements: Lessee shall not construct or place upon the Leasehold any Improvement that exceeds fifteen thousand dollars (\$15,000) in cost or value unless Lessee shall have first obtained the prior written authorization of State or unless such Improvement is exempt under OAR 141-082-0030(4). Approval for Improvements consistent with the purposes of this Lease shall not be unreasonably withheld or delayed. All Improvements must be consistent with the authorized use(s) of this Lease as stated in Section 2.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 5.4.1.
- 9.2 <u>Disposition of Unauthorized Improvements or Structures</u>: Unauthorized improvements shall, at the election of State, be removed from the Leasehold by Lessee or, if State so elects, by State at Lessee's cost and expense.
- Removal of Authorized Improvements: Any authorized Improvement must be removed within ninety (90) days of the termination or expiration of the Lease or modification of the Lease under Section 4.1.1, unless otherwise agreed by the parties or exempt from authorization under OAR 141-082-0030(4). Lessee shall be responsible for any damage done to the Leasehold as a result of the removal of the Improvement. Any Improvement remaining on the Leasehold after the ninety (90) day period may at the option of State become the property of State, unless otherwise agreed by the parties.

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SECTION 10 - ADDITIONAL CONDITIONS AND STIPULATIONS

10.1 None.

SECTION 11 - ENTIRE AGREEMENT

ENTIRE AGREEMENT: THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS AND ATTACHMENTS, 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. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY EACH PARTY. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE LEASEHOLD DESCRIBED IN THIS LEASE.

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Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this lease, understands it and agrees to be bound by its terms and conditions. In addition, and without limiting the foregoing, Lessee expressly agrees to all

covenants herein and binds him/herself for the payment of the Rent specified in the Lease.

STATE:

The State of Oregon, acting by and through the Oregon State Land Board and the Department of State Lands 775 Summer ST NE, STE 100 Salem, OR 97301-1279

LESSEE:

Stan Tonneson Jen Tonneson Commercial Marina & Floating Home Moorage 211 NE 39th Portland, OR 97232

503-234-3466

Stan Tonneson/Title (Note requirement below)

Date

Jen Tonneson/Title (Note requirement below)

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

The foregoing instrument was acknowledged before me this

day of

\$ignature

My commission expires

OFFICIAL SEAL RONI WINTERS NOTARY PUBLIC-OREGON COMMISSION NO. A371242 MY COMMISSION EXPIRES OCTOBER 9, 2007

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CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury that to the best of my knowledge, I am not in violation of any Oregon Tax Laws.

For the purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Stan Tonneson Signature:
Date: 7-7-0/9
Printed Name: Stan Toursay
Title:
Jen Tonneson Signature: Date: 7-7-06 Printed Name: Jen Tenneson
Title:

J:\AttachmentAwest\ML Waterway Leases\ML-7146 Transfer 2006.doc

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