STATE OF OREGON
DEPARTMENT OF STATE LANDS

Public Recreation Facility License
23348-LI

The STATE OF OREGON, by and through its Division of State Lands (STATE), GRANTOR, does hereby grant to City of Newport, LICENSEE, a License for the construction, maintenance, repair, and/or replacement of a public recreational facility for the specific purpose of public access dock (Abbey Street Pier)on the following described property, to wit:

All state-owned submerged lands in the Yaquina Bay in Section 8, Township 11 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the Northerly line of Tax Lot 1300 (Lincoln County Assessor's Map Number 11-11-8CA Newport) and the line of pre-fill Mean High Tide on the right bank of the Yaquina Bay;

thence riverward along a line perpendicular to the thread of the stream to the line of pre-fill Mean Low Tide and the TRUE POINT OF BEGINNING

thence continuing riverward along said perpendicular line a distance of 75 feet, more or less;

thence downstream and 75 feet parallel, more or less to said line of pre-fill Mean Low Tide a distance of 31 feet, more or less;

thence shoreward along a line perpendicular to the thread of the stream a distance of 75 feet, more or less to the line of pre-fill Mean Low Tide;

thence upstream along said line of pre-fill Mean Low Tide a distance of 30 feet, more or less, to the TRUE POINT OF BEGINNING, containing 2,304 square feet (.05 acres), more or less, and as shown on the attached Exhibit "A".

1. LICENSE TERM AND RENEWAL

The LICENSEE, subject to compliance with the terms and provisions of this License, shall have and hold the Licensed Premises for the purposes stated above for fifteen (15) years beginning December 1, 2015 and expiring on November 30, 2030.

The LICENSEE Shall have an option to renew this License for an additional period of 15 years after the original and each renewal license term provided that Licensee has submitted a completed license renewal application form to State not less than one hundred and eighty (180) days prior to the License Expiration Date. Upon receipt of such application, this License shall be renewed by State unless:

State determines, in its sole discretion, that Licensee has not complied with the terms of this License, the applicable statutes and Oregon Administrative Rules; or

State determines that the renewal of this License for all or any portion of the License area would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2. CONSTRUCTION

Construction in navigable waters shall conform to standards and specifications set by U.S. Army Corps of Engineers or U.S. Coast Guard for the project. The bed and banks of the waterway shall be restored to a condition acceptable to the STATE as soon as construction or maintenance is completed. Any blasting construction shall be performed according to the laws of the state. Underwater blasting permits are required under ORS 509.140.

3. PREVENTION OF WASTE, DAMAGE AND INJURY

LICENSEE shall exercise reasonable diligence in its operation on and from said Licensed Premises; shall carry on all operations hereunder in a good and workmanlike manner having due regard for public safety and the prevention of waste and for the restoration and conservation of said Licensed Premises for future use, and shall take all reasonable steps to avoid damage to soil, timber, fish and fish habitat, wildlife and wildlife habitat and water quality of both ground water and surface water; shall make all reasonable efforts to minimize interference with existing navigational and recreational activities and scenic values; shall substantially restore the Licensed Premises to its original condition and shall do all things reasonably necessary to minimize erosion.

4. HAZARDOUS WASTE

LICENSEE shall refrain from storing on, or discharging from or onto, the Licensed Premises any hazardous wastes or toxic substances as defined in 42 USC§ 9601-9657, except as otherwise permitted by law.

5. COMPLIANCE WITH LAW

LICENSEE shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in its use of the Licensed Premises. This License does not give LICENSEE permission to conduct any use on the Licensed Premises which is not in conformance with applicable land use requirements, and it is the LICENSEE's responsibility to determine and comply with those and all other requirements.

LICENSEE shall use the Licensed Premises only in a manner, or 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.

6. DELIVERY OF PREMISES

Delivery of the Licensed Premises will occur upon the date of execution of this License. STATE will not provide a survey or pay any costs of a survey to determine boundaries. It is the LICENSEE's responsibility to make an accurate determination of the boundaries. The legal description provided by STATE is drawn from an assessor's map and/or other data deemed to be reliable. If LICENSEE elects not to have a survey performed and a discrepancy or boundary overlap later becomes evident, STATE, at its discretion, may provide a corrected description of the Licensed Premises.

7. ALTERATIONS AND IMPROVEMENTS

LICENSEE shall obtain the written consent from the STATE prior to making any alterations or additions to the Licensed Premises or improvements upon the Licensed Premises. Any removal/fill activity in the waters of the state shall require a permit from the Director in accordance with ORS 196-800 et seq.

8. ACCESS TO PROPERTY AND RECORDS

The STATE shall have access to the Licensed Premises at all reasonable times for the purpose of ensuring compliance with the terms and conditions of this License. The STATE shall have the right to examine pertinent records of LICENSEE for the purpose of ensuring compliance with the License.

Public access to the navigable waters must be maintained.

9. REPAIRS AND MAINTENANCE

LICENSEE agrees to make all repairs to the Licensed Premises which are necessary for the purposes set forth in this License. LICENSEE further agrees to maintain the Licensed Premises in reasonable safe condition during the period of this License. If LICENSEE fails to make the repairs required under this provision or fails to maintain the Licensed Premises in reasonably safe condition, STATE may revoke this License, provided LICENSEE fails to make the necessary repairs or perform the required maintenance within a reasonable time not to exceed thirty (30) days after written notification by STATE.

10. ASSIGNMENT OR SUBLETTING

LICENSEE shall not assign, mortgage, or sublet nor enter into any third party agreement respecting the License 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 sublet or assignment. STATE reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this License.

11. DEFAULT, NOTICE AND CURE BY LICENSEE

A default by the LICENSEE shall occur if any of the following shall occur and if said default shall continue and not be remedied within sixty (60) days after the STATE shall have given notice specifying the breach:

a. LICENSEE charging the public for use of the Licensed Premises (a nominal charge for maintenance costs of the Licensed Premises may be allowed with written approval of the STATE).

b. Failure of LICENSEE to comply with any term or condition imposed by the STATE in the License.

c. Failure of LICENSEE to use the Licensed Premises for the purposes authorized under the terms of the License.

d. LICENSEE maintaining a nuisance on the Licensed Premises.

e. Failure by LICENSEE to remove any lien or encumbrances placed upon the Licensed Premises.

12. TERMINATION UPON LICENSEE'S DEFAULT

In the event of a default by LICENSEE, the License may be terminated at the option of STATE by thirty (30) days advance notice in writing to LICENSEE. In the event the License is terminated by either party, all remedies afforded under this License shall survive such termination. LICENSEE shall have sixty (60) days after date of termination to remove all fixtures and property from the Licensed Premises and to restore the Premises to its original (natural) condition. Failure to remove such items and restore the Premises within the sixty (60) day period will result in assignment of the file to the Department of Justice.

13. TERMINATION UPON MUTUAL CONSENT

This License may also be terminated by mutual written consent of LICENSEE and STATE.

14. INDEMNIFICATION

LICENSEE shall perform the services under this License as an independent entity. LICENSEE and STATE each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

15. RESERVATIONS

The interest of LICENSEE under this License shall at all times be subject to STATE's right to grant rights-of-way in and over said Licensed Premises or a portion of the Licensed Premises for other purposes, including but not limited to, railroads, telegraph and telephone lines, pipelines, irrigation or other water canals and ditches, and to STATE's right to lease all or part of the Licensed Premises for the exploration, discovery, development and production of oil, gas, or minerals of any nature whatsoever, provided the right-of-way or lease does not unreasonably interfere with the purpose of this License.

16. NON WAIVER

Waiver by either party of strict performance of any term of this License on any occasion shall not be construed as a waiver nor prejudice either party's right to require strict performance of the same provision in the future or any other provision.

17. PARTNERSHIP

STATE is not a partner nor a joint venturer with LICENSEE in connection with this License and shall have no obligation with respect to LICENSEE's debts or other liabilities.

18. MERGER

This License constitutes the entire agreement between the parties, and no oral statement, representation or agreement not herein expressed shall be binding upon any party.

19. MODIFICATION

This agreement may not be changed, altered or amended without mutual written consent of the parties.

This License is granted in order that LICENSEE can provide public recreational utilization of the Licensed Premises at no charge to the public, however, a nominal fee may be charged to cover maintenance costs of the Licensed Premises. If the facility is not used in compliance with this condition, the License will automatically terminate and the land shall revert to STATE.

WITNESS the seal of the Department of State Lands affixed this 14th of February, 2016.

STATE OF OREGON, acting by and through its Department of State Lands

Sandra N. Roumagoux
Authorized Signature/Printed Name

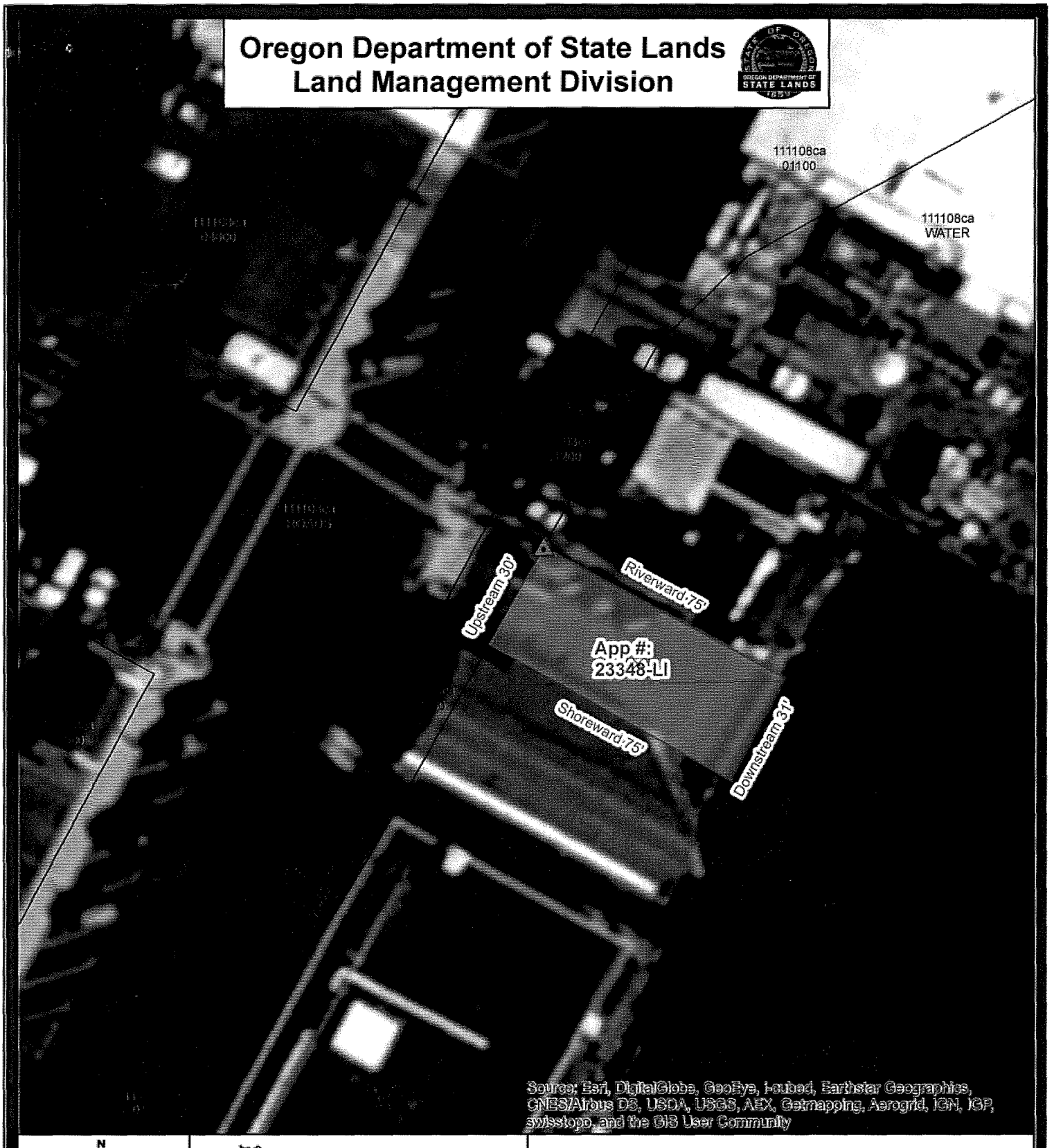
LICENSEE

Sandra N. Roumagoux
Authorized Signature

Mayor
Title

APPROVED AS TO FORM

Oregon Department of State Lands
Land Management Division

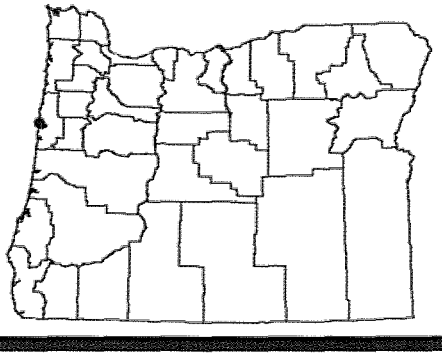


N
W E
S

0 10 20
Feet

1 inch = 36 feet

Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet



Legend

Legal Description Point

Authorization Area

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

Exhibit A

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

Date: 11/30/2015

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STATE OF OREGON, acting by and through its Department of State Lands

Charles Perino

Authorized Signature/Printed Name

LICENSEE

Sandra N. Rommaxux

Authorized Signature

Mayor

Title

APPROVED AS TO FORM