

# GURA Application Requirements

## 307 Mooring Basin Road

- ☒ Proof of legal ownership of property
- ☒ Detailed Plot Plan of the property
- ☐ Cross section of proposed improvements (optional)
- ☒ Photos of the site
  - ☒ Current site and building
  - ☒ Current building use, including tenant names and contact information
  - ☒ Historic photos of the building
  - ☒ Building Historic Name - if known
  - ☒ Annotated photos showing the intended results of the project
- ☒ Description (narrative) of the project and explanation why this work is needed (Detailed text and/or visual description of project)
  - ☒ What the goal of the project is
  - ☒ How this project will increase either the assessed or real market value of the property
  - ☒ How this project will facilitate job growth
  - ☒ How this project improves local economy
  - ☒ How this project improves aesthetic conditions
- ☒ Project timeline
  - ☒ When project will begin
  - ☒ Benchmarks for project
  - ☒ Expected completion of the project
- ☒ Project budget
  - ☒ Funding amount requested
  - ☒ Cosmetic
  - ☒ Structural
  - ☒ Weatherization
  - ☒ ADA Compliancy

(Site sources of proposed costs: contractor quotes, engineering estimates, etc.)

  - ☒ Applicant funding sources (bank loan, cash on hand, etc.)
  - ☒ Funding amount requested of GURA (not more than 50% of the total project cost as estimated)
  - ☒ Letters of Support from individuals & organizations
- ☐ GURA Requires
  - ☒ Project should begin within 12 months of application
  - ☒ 18 months for completion of project
  - ☒ Minimum \$10,000 total cost
  - ☒ GURA funds up to 1/2 project cost (up to \$25,000)
  - ☒ Applicant must pay other half
  - ☒ Funds dispursed on reimbursement only at completion of project
  - ☒ Request for progress payments (no more than 2/year)

## GURA DOWNTOWN REVITALIZATION AND REDEVELOPMENT INCENTIVE PROGRAM

Applicant: <u>Dennis/Amanda Cavitt</u>	Property Owner: <u>Dennis/Amanda Cavitt</u>
Mailing Address: <u>P.O. Box 275</u>	Mailing Address: <u>P.O. Box 275 Trustees</u>
City: <u>Garibaldi</u> State: <u>OR</u> Zip: <u>97118</u>	City: <u>Garibaldi</u> State: <u>OR</u> Zip: <u>97118</u>
Home Phone: <u>(503) 894-1477</u> Cell Phone: <u>(503) 550-1082</u>	Home Phone: _____ Work Phone: _____
Work Phone: <u>(503) 842-9148</u> Other Phone: _____	Physical Address of Project: <u>307 Mooring Basin Rd</u>
E-Mail: <u>garibaldiportsidebistro@gmail.com</u>	Map: <u>1N1021AC</u> Tax Lot: <u>14107</u>
Signature of Property Owner: 	Lot Number: _____ Block: _____ Addition: _____
Signature of Applicant: 	Date of Application: <u>13 January 2025</u>

This application packet includes a complete set of program guidelines. It is recommended that all applicants familiarize themselves with these guidelines before preparing and submitting a grant application. Complete application must be submitted by one of the following:

By US Postal Service: Garibaldi City Hall, P.O. Box 708, Garibaldi, OR 97118;  
by email: [city@ci.garibaldi.or.us](mailto:city@ci.garibaldi.or.us); or physically delivered to 107 6<sup>th</sup> Street, Garibaldi, OR

Completed applications must include the following items unless otherwise noted below:

- ☐ Proof of legal ownership of property (deed, bank mortgage records, etc...) – *no page limit; page size must be no larger than 11" X 17"*
- ☐ Written consent of application by legal property owner if different than the applicant (must be notarized) – *no page limit; page size must be no larger than 8½" X 11"*
- ☐ A detailed plot plan of the property (as would be required for a land use permit in the City of Garibaldi) – *1 page only; page size must be no larger than 11" X 17"*
- ☐ Cross section of proposed improvements – *optional; 1 page only; page size must be no larger than 11" X 17"*
- ☐ Photos of the site and building: must include one or more photos of the current site and building; historic photos of the building if available; annotated photos showing the intended results of project (if appropriate) – *no limit on number of photos; page size must be no larger than 8½" X 11"*
- ☐ A description (narrative) of the project and an explanation of why this work is needed. This narrative should address the following points: what the goal of the project is; how this project will increase either the assessed or real market value of the property; how this project will facilitate job growth; how this project improves the local economy; and how this project improves aesthetic conditions within the GURA district – *3 pages maximum; page size must be no larger than 8½" X 11"*
- ☐ A project time line that describes when the work could begin, bench marks for the project, and the expected completion of the project. – *1 page only; page size must be no larger than 8½" X 11"*
- ☐ A project budget that itemizes cosmetic, structural, weatherization, and ADA compliancy components; cites sources of proposed costs (contractor quotes, engineering estimates, etc...); describes applicant funding sources (bank loan, cash on hand, etc...); and states the funding amount requested of GURA by the applicant (this cannot be more than 50% of the total project cost as estimated) – *2 pages maximum; page size must be no larger than 8½" X 11"*
- ☐ Letters of support from individuals or organizations. Do not solicit letters of support individuals involved in the grant award selection process – *no more than 3 letters; one page limit per letter; page size must be no larger than 8½" X 11"*

**TICOR TITLE™**

## Property Profile Report

*Today's Date:***01/13/2025***Owner Name:***Cavitt, Dennis W Trustee****Cavitt, Amanda L Trustee***Property Address:***307 Mooring Basin Rd****Garibaldi OR 97118 1316***Reference Number:***1N1021AC14107***Account Number:***379236R**

### Four North Coast locations to serve you:

630 Bond St.  
Astoria, OR 97103  
503.325.2144

2263 N. Roosevelt Dr.  
Seaside, OR 97138  
503.738.8433

507 Laneda Ave, Suite 3  
Manzanita, OR 97130  
503.368.5124

802 Main Ave.  
Tillamook, OR 97141  
503.842.5533

This title information has been furnished, without charge, in conformance with guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions that indiscriminate use only benefiting intermediaries will not be permitted. No liability is assumed for any errors in this record.

The information compiled in this report(s) was imported from a vendor-provided database source. Although the information is deemed reliable and every effort has been taken to correct data imperfections, Ticor Title cannot be held responsible for any inaccuracies.

### TITLE AND ESCROW SERVICES

For all your customer service needs: [nccs@ticortitle.com](mailto:nccs@ticortitle.com)

## Tillamook County Parcel Information

**Parcel Information**

Parcel #:	379236R
Tax Lot:	1N1021AC14107
Record Type:	Commercial
Site Address:	307 Mooring Basin Rd
	Garibaldi OR 97118 - 1316
Owner:	Cavitt, Dennis W Trustee
Owner2:	Cavitt, Amanda L Trustee
Owner Address:	PO Box 275
	Garibaldi OR 97118
Twn/Range/Section:	01N / 10W / 21 / NE
Parcel Size:	0.14 Acres (5,946 SqFt)
Plat/Subdivision:	
Lot:	
Block:	
Census Tract/Block:	960200 / 2067
Waterfront:	

**Assessment Information**

Market Value Land:	\$0.00
Market Value Impr:	\$817,590.00
Market Value Total:	\$817,590.00
Assessed Value:	\$425,680.00

**Tax Information**

Levy Code Area:	5614
Levy Rate:	13.1597
Tax Year	Annual Tax
2024	\$5,613.83
2023	\$5,556.83
2022	\$4,860.91

**Legal****Land**

Cnty Land Use:	201 - Commercial - Improved (typical of class)	Land Use Std:	2000 - Commercial (General)
Zoning:	GB_WM - Garibaldi - Waterfront Mixed-Use	Neighborhood:	201
Watershed:	Tillamook Bay-Frontal Pacific Ocean	Recreation:	
School District:	56 - Neah-Kah-Nie	Primary School:	Garibaldi Elementary School
Middle School:	Neah-Kah-Nie Middle School	High School:	Neah-Kah-Nie High School

**Improvement**

Year Built:	1976	% Complete:		Bedrooms:	
Eff Year Built:		Fin SqFt:	4,227	Bathrooms:	
Bsmt Fin SqFt:		Floor 1 SqFt:		Full Baths:	
Bsmt UnFin SqFt:		Floor 2 SqFt:		Half Baths:	
Deck SqFt:		Attic Fin SqFt:		Fireplace:	
Garage:		Attic Unfin SqFt:		Roof Style:	
Carport:		Patio SqFt:		Porch SqFt:	
Foundation:		Roof Covering:			

**Transfer Information**

Rec. Date:	10/04/2018	Sale Price:	\$305,000.00	Doc Num:	2018-5896	Doc Type:	Deed
Owner:	Dennis Cavitt			Grantor:	BAY VIEW BREWING LLC		
Orig. Loan Amt:				Title Co:			
Finance Type:		Loan Type:		Lender:			

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

After Recording Return to:  
Taylor S. Kittell  
Breakwater Law  
9900 SW Wilshire St., Suite 200  
Portland, OR 97225

Tillamook County, Oregon  
10/11/2023 02:37:01 PM  
DEED-DBS  
\$15.00 \$11.00 \$10.00 \$61.00 - Total =\$97.00  
I hereby certify that the within Instrument was received  
for record and recorded in the County of Tillamook,  
State of Oregon.  
Christy Biggs, Tillamook County Clerk

Until Further Notice, Send Tax Statements to:  
Dennis W. Cavitt and Amanda L. Cavitt, Trustees  
PO Box 275  
Garibaldi, OR 97118

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**BARGAIN & SALE DEED**

**DENNIS CAVITT and AMANDA CAVITT**, Grantors, convey to **DENNIS W. CAVITT and AMANDA L. CAVITT**, Trustees of the **D&A CAVITT JOINT TRUST** dated **July 26, 2023**, Grantee, all of Grantors' right, title and interest in and to the real property commonly known as 307 Mooring Basin Rd., in the City of Garibaldi, County of Tillamook and State of Oregon and legally described as:

**SEE EXHIBIT A**

*Subject to all matters of record.*

The true and actual consideration paid for this conveyance is: \$0.00. This transfer is for estate planning purposes.

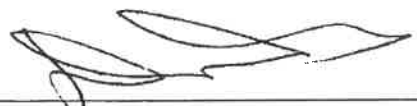
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

*(Signature and notary on following page)*



EXECUTED: October 10, 2023

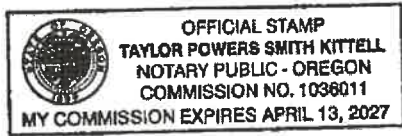
GRANTOR:


  
\_\_\_\_\_  
DENNIS CAVITT

  
\_\_\_\_\_  
AMANDA CAVITT

STATE OF OREGON            )  
                                      ) ss.  
County of Tillamook        )

This record was acknowledged before me on October 10, 2023, by **DENNIS CAVITT** and **AMANDA CAVITT**.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires: 4/13/27

## EXHIBIT A

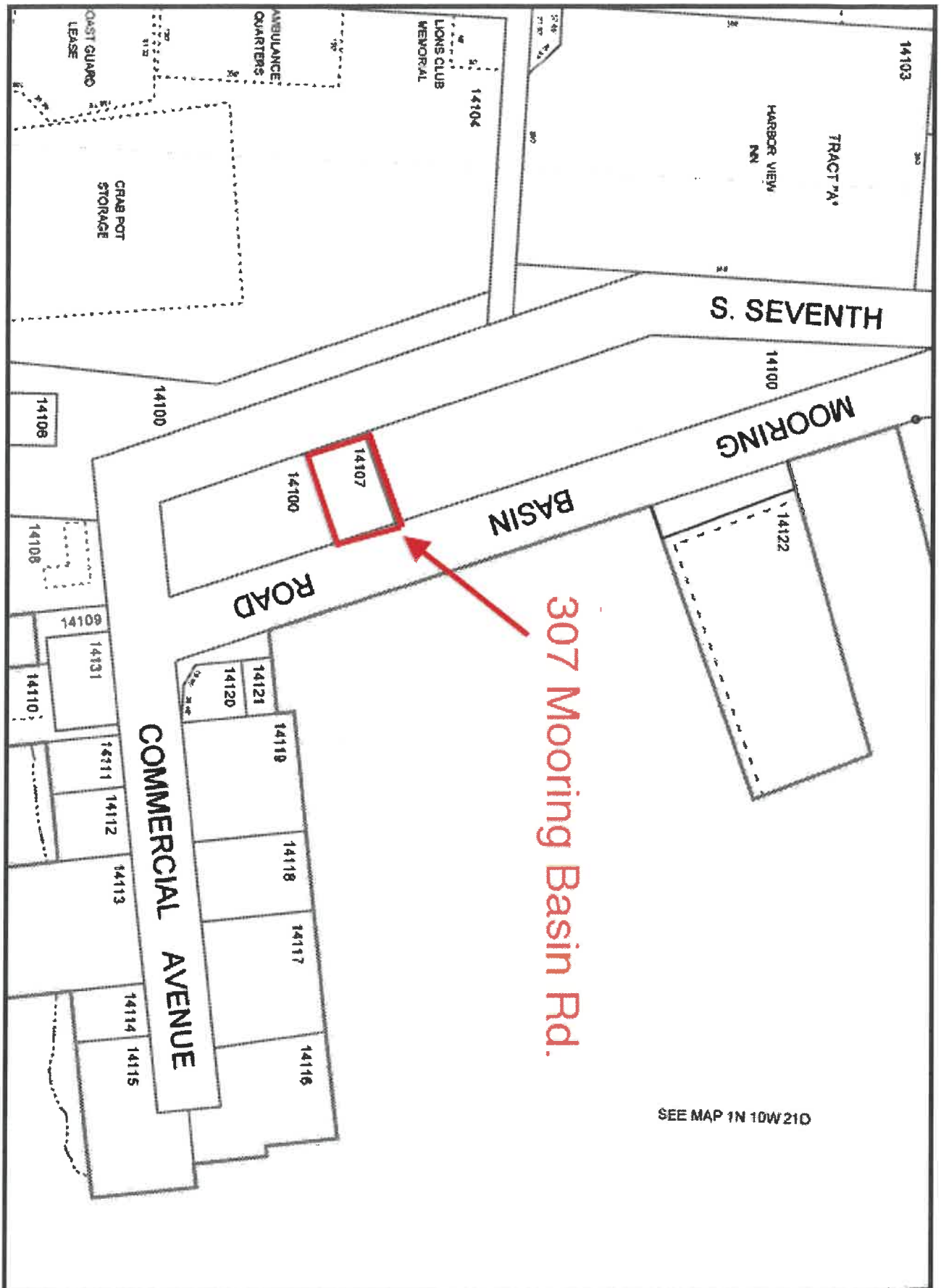
Commencing at a 1" iron bar in the common centerline of Boat Basin Road whose North Oregon Zone Lambert Coordinate is North 706,803.87 feet and East 1,126,088.28 feet; said coordinate being derived from U.S.E. Station "Hobson 2, 1954" which has a published coordinate of North 704,108.07 feet and East 1,127,802.99 feet; thence along the centerline of said Road on a grid azimuth of  $161^{\circ} 34' 42''$ , 219.20 feet; thence on a grid azimuth of  $71^{\circ} 34' 42''$ , 30 feet to the point of beginning of the following described tract: thence continuing on a grid azimuth of  $71^{\circ} 34' 42''$ , 80 feet; thence on a grid azimuth of  $161^{\circ} 34' 42''$ , 65 feet; thence on a grid azimuth of  $251^{\circ} 34' 42''$ , 80 feet; thence on a grid azimuth of  $341^{\circ} 34' 42''$ , 65 feet to the point of beginning.

# The Oregon Map

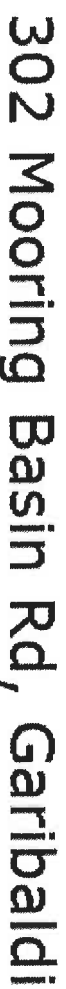
New Directions







**Covered Entry** [Area: 10 ft<sup>2</sup>]



# PHOTOS OF THE SITE -

- Current Use is the popular Garibaldi Portside Bistro Restaurant.
- The site is the historic Troller Restaurant that served the Port, Garibaldi and the Coast for over 100 years. The local legendary Vandecouvering Family historically operated 24 hours a day, 7 days a week, serving local fishermen and the community.
- Before and After Photos

## Troller Restaurant Front and Side Views – Circa 2018





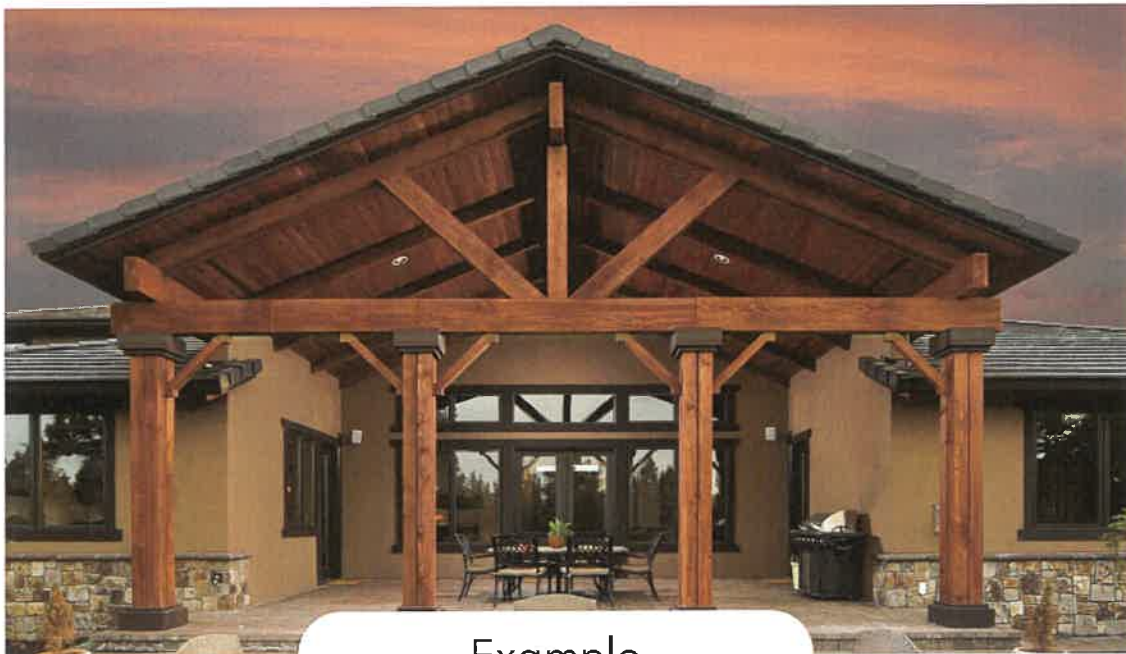
## Troller Restaurant Front and Side Views – Circa 2018





# PATIO EXPANSION

Current Patio Cover



Example

Current Patio



Example



Expand Current Patio to the expanse of the building. This will provide additional seating and a waiting area as well as viewpoint.



# SIDING & PAINT



Current plans for the building include replacing siding and trim that is cracking/separating and to repaint. Siding will be broken up into two different materials for an aesthetic appeal.



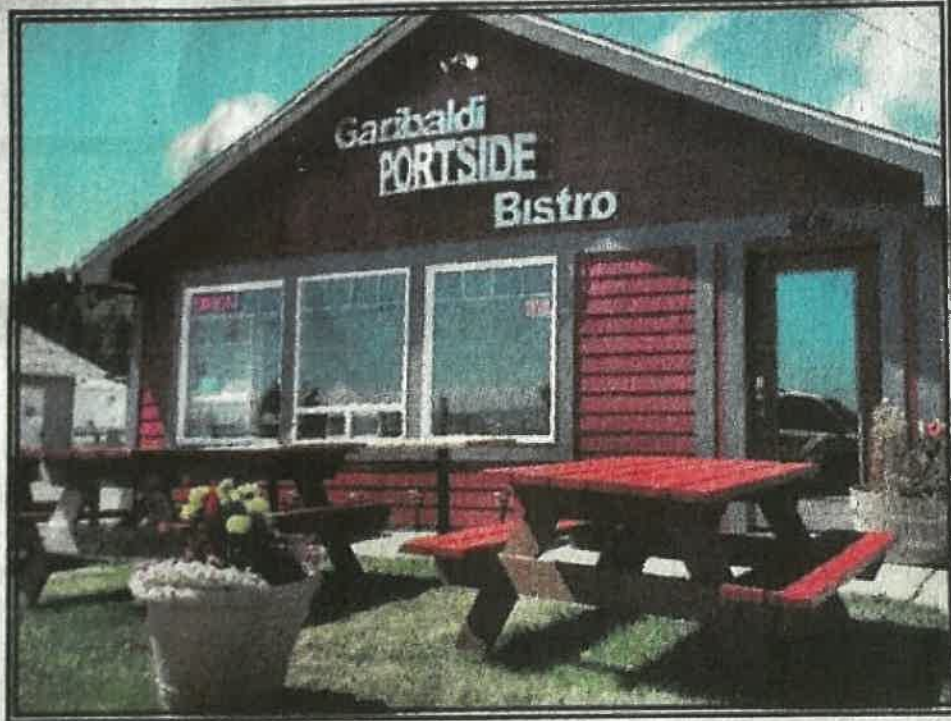




"Heritage redefined," by Mike A.

The immediate future primarily involves learning how to navigate our new location. Our team is incredible. Not only are they great people, but standing shoulder-to-shoulder in the "Little Bistro", they learned how to work together. It'll take time for them to feel their way around the new location. Then we'll need to find additional





## Garibaldi PortSide Bistro

*We will be open for Garibaldi Days!*

Join us for drink and food specials,  
featuring smoked ribs.

*Follow us on Facebook and Instagram.*

**971.265.1567 • Located at 606 Biak Ave.**

H42784

Back when we wrote "PortSide" with a capital "S."

Success has grown slowly, organically, one customer at a time. First with family, then friends – and their friends, and neighbors. Word-of-satiated-mouth has been the predominate marketing mechanism.



**GARIBALDI PORTSIDE BISTRO**  
**307 Mooring Basin Road**

**DESCRIPTION/NARRATIVE -**

**Ongoing Renovation of the Garibaldi Portside Bistro Property in the Port of Garibaldi Continuing the Legacy of the Iconic "Troller Restaurant" into the dynamic Garibaldi Portside Bistro**

**Goal of Project.**

Continue to offer better and better restaurant service, experiences, accommodation and facilities to attract locals, visitors and tourists to address year-round activity in Garibaldi and the Port of Garibaldi.

**How This Project will increase either the Assessed or Real Market Value of the Property.**

As noted in the attached Tillamook County Real Property Assessment Reports from 2018 and 2024, Applicants through renovation, inside and outside of the Property, have already increased the "Real Market Value" by over \$500,000. Applicants continued exterior updates are expected to continue to increase the Property's value.

**How will this Project facilitate Job Growth.**

Applicant is one of the largest City of Garibaldi employers, employing 20 to 30 employees at any given time. The expansion and weatherization of the front seating deck allows for a larger and more comfortable area for outside events leading to increased staffing.

**How this project improves Local Economy.**

The continued improvements and expansion will provide additional seating outside and provide for a separate event space that could be used simultaneously with the restaurant also in operation.

**How the Project improves Aesthetic Conditions.**

The changes over the applicant's ownership have been substantial. They have performed critical maintenance, structural work with replacing the rotted-out floor and addressing all code issues including new electrical and ADA restrooms. As noted in the attached before and after photos of the proposed front patio/deck area, showing the architectural new presentation.



Garibaldi Portside Bistro  
Amanda and Dennis Cavitt  
PO Box 275, Garibaldi, OR 97118  
503-894-1477 or 503-550-1082  
garibaldiportside@gmail.com

**GURA APPLICATION FOR GARIBALDI PORTSIDE BISTRO**  
**TOTAL PROJECT: \$60000**

**SCOPE OF WORK DETAILED BELOW:**

- |  |         |
|--|---------|
| • Front Doors - Work Completed   | \$4510  |
| ◦ Replaced original double doors with updated aluminum doors.  |         |
| • Siding and Paint   | \$15000 |
| ◦ Repaint, repair and replace siding   |         |
| ◦ Two toned design to reflect a more coastal aesthetic   |         |
| • Patio/Deck Expansion   | \$35000 |
| ◦ Bring patio out by 12-15'  |         |
| ◦ Replace deck cover over entire patio including expansion   |         |
| ◦ Electric heaters throughout entire patio   |         |
| ◦ Add lighting to rooftop  |         |
| • Additional Labor   | \$5490  |
| ◦ Although we will be doing most of the work ourselves, we will hire additional labor to expedite the process. |         |

**TIMELINE:**

- Work will begin Spring/Summer 2025
- Benchmarks:
  - We plan on doing the work in this order:
    - Spring/Early Summer 2025
      - Front Doors **Completed**
      - Expand Patio
      - Recover
      - Add lighting and heat
      - Add waiting area seating and heat
    - Late Summer/ Early Fall 2025
      - Replace siding
      - Paint
- Expected Completion:
  - Pending no setbacks, Fall 2025
  - With setbacks, Spring of 2026

# Project Budget

## Front Dining Patio and Entrance

Lumber for Pation Expansion (Rosenbergs)	\$8,000
Outdoor Treatment of Patio (Rosenbergs)	\$300
Labor for Patio Expansion	\$2,500
Outdoor Seating for Waiting Area (Webstaurant)	\$2,600
Outdoor Lighting (Webstaurant)	\$350
Six Outdoor Electric Heaters (Webstaurant)	\$3,541
Propane Firepit for Waiting Area (Webstaurant)	\$1,709
Permanent Patio Cover	\$15,000
Electrical (EC Electric)	\$1,000
<b>TOTAL</b>	<b>\$35,000</b>

## Building Exterior

Exterior Paint (Rosenbergs)	\$1,000
Genstone Stacked Stone Siding (Home Depot)	\$14,000
Labor (Doing the work ourselves)	\$0
<b>TOTAL</b>	<b>\$15,000</b>

## Front Door / Entrance (Work Completed)

Double Aluminum Doors	\$4,510
<b>TOTAL</b>	<b>\$4,510</b>
<b>Additional Labor</b>	<b>\$5,490</b>

<b>TOTAL PROJECT BUDGET</b>	<b>\$60,000</b>
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**Applicant has funded improvements to date through a combination of Cash, Bank Funding, Community and Personal "In-Kind" labor and contractor support.**

**Funding Request \$25,000 reimbursement, half now and half upon completion of the front patio/deck upgrades.**

Front Dining Patio and Entrance	
Already Spent / Invested	
Lumber from Rosenbergs	\$12,000
Outdoor Treatment of Patio (Rosenbergs)	\$600
Labor	\$3,500
Galvanized Planters (Tillamook Co-op)	\$2,000
Fencing and Gates (Tillamook Co-op)	\$500
Plants / Greenery (Costco & Home Depot)	\$500
Outdoor Temporary Heat	\$500
Temporary Patio Cover/Roof (Carport)	\$2,985
Repairing Railing and Ramp	\$300
<b>TOTAL SPENT</b>	<b>\$22,885</b>
Building Exterior	
Already Spent / Invested	
Exterior Paint	\$3,000
Roof Eave	\$20,536
Lighted Sign	\$15,895
<b>TOTAL SPENT</b>	<b>\$39,431</b>
Other Exterior Improvements	
Already Spent / Invested	
Back Deck and Ramp	\$3,500
Side Deck	\$7,000
Bar Door and Entry	\$4,000
Building Expansion (Adding Office Space)	\$15,000
Propane System	\$6,000
Roof Maintenance and Repairs	\$5,000
<b>TOTAL SPENT</b>	<b>\$40,500</b>
<b>TOTAL SPENT/INVESTED</b>	<b>\$102,816</b>



CONSTRUCTION ACCOUNT REIMBURSEMENT  
FOR WORK DONE ON  
GARIBALDI PORTSIDE BISTRO 2018-2019

SKELTON CONSTRUCTION

INVOICE TO  
MISTYKITT LLC

Amanda & Dennis Cavitt

PRODUCT	PRICE	QTY	TOTAL
Copper Roof Eave	\$20536.00	1	\$ 20536
Back Deck & Ramp	\$ 3500	2	\$ 3500
Side Deck	\$ 7000	1	\$ 7000
Exterior Paint	\$ 3000	4	\$ 3000
PAYMENT METHOD	SUB-TOTAL		\$ 34036

Name Skelton Construction

**TOTAL \$ 34036**



Coast Construction  
PO Box 103  
60 1<sup>st</sup> Street  
Wheeler OR 97147-0103  
CCB 217051  
Email: [robert@coastconstruction.biz](mailto:robert@coastconstruction.biz)  
Phone: (408) 840-6545

January 10, 2025

Estimate #25103

Dennis & Amanda Cavitt  
PO Box 275  
Garibaldi OR 97118

RE: 307 Mooring Basin Rd., Garibaldi OR - Patio Dock Expansion

- **Scope of Work - See Page 2 & 3**

**Patio Expansion**

- Expand Patio
- Install New Roofing
- Add Lighting and Heat
- Add Electrical to include Heaters - Waiting Area/Seating

**Siding Replacement**

- Replace Siding
- Paint

**Total Labor & Materials**                      **\$ 35,000.00**

**Estimate/Contract Conditions:**

You must approve all Scope changes that will result in a cost change.

Any changes to this Scope due to re-evaluation, such as dry rot damage or other unseen items, will be made in writing.

50% Due at Signing

25% Due at Completion of Doors

25% Due at Completion of Contract

Work will be scheduled upon Signing of Contract and First Payment is received.

If a Port a Potty is necessary, an additional charge of \$250 per month will be applied to final billing.

NOTE: Additional Time is charged at \$90 per man hour. Cost of all "Additional" Materials will be billed at cost of Materials, with an additional 15% Overhead & Profit Charge, unless otherwise agreed upon.

***This Estimate Expires on January 31, 2025 at midnight PST.***

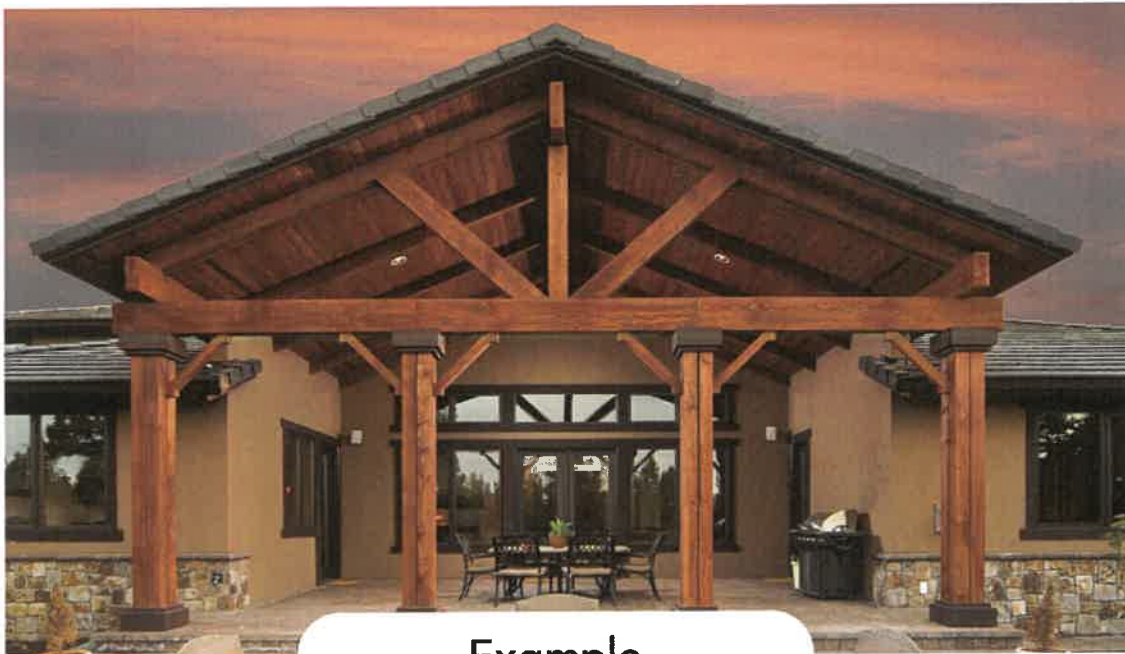
We appreciate your business. Please feel free to call with any questions or concerns you may have.

*Robert Schumann*

Coast Construction/Owner

# PATIO EXPANSION

Current Patio Cover



Example



## Current Patio



Example

Expand Current Patio to the expanse of the building. This will provide additional seating and a waiting area as well as viewpoint.





We currently have stand up propane heaters and pellet stove heaters. We will keep the pellet stove, but would like to install approximately ten outdoor electric heaters.



We currently have string lights around the building, and would like to continue that onto the patio. This will also include electrical work for a power source.



Stricker Construction, Inc.  
17380 SE 232nd Drive  
Boring, OR 97089

Estimate

Date	Estimate #
2/7/2023	197

Name / Address
Dennis and Amanda Cavitt

			Project
Description	Qty	Rate	Total
Supply and install new entry doors for Portside Bistro. Re-frame opening to accommodate new tall doors. Supply and install new trim amid dispose of old doors.		4,510.00	4,510.00
		Total	\$4,510.00

## FRONT DOORS



In 2023, we replaced the front doors of the Bistro. The original doors had been there since the 1970's and were in disrepair.

Attached is the PAID INVOICE for the work totaling:

**\$4510.00**

**Skillright Construction LLC**

1220 McCormick Loop Rd.  
Tillamook, OR 97141  
[kyle@skillrightllc.com](mailto:kyle@skillrightllc.com)

**Invoice**

Date	Invoice #
3/31/2021	GB001

Bill To
Amanda Cavitt

Project Address
307 Mooring Basin Dr. Garibaldi, OR 97118

Description	Amount
Materials and Labor for small office snaplock roof	\$ 1,200.00
Rot repair - one sheet of 5/8 CDX at eave	\$ 200.00
Additional trim between main building and small office	\$ 100.00

TOTAL \$ 1,500.00



**PAYMENT  
ADDRESS**  
PO Box 35146  
#43035  
Seattle WA  
98124-5146

**PORTLAND**  
2121NW  
Thurman  
Portland OR  
97210  
(503)224-3511  
Fax (503)  
224-8670

**SEATTLE**  
981 Powell Ave SW  
Renton WA 98057  
(206) 242-3010  
Fax (206) 436-6023

**ALBANY**  
PO Box 925  
Albany OR  
97321  
(541) 926-4266  
Fax (541)

**BAY CITY**  
PO Box 3318  
Bay City OR  
97107  
(503)  
377-2154  
Fax (503)  
377-2762

**EUGENE**  
1126 Gateway  
Loop Ste 102  
Springfield  
OR 97477  
(541)  
345-0669

**REDMOND**  
2747 SW 6th  
St Ste 101  
Redmond OR  
97756

# Invoice

PLEASE REMIT ALL PAYMENTS TO THE PAYMENT ADDRESS

GARIBALDI PORTSIDE BISTRO  
EMAIL TO: garibaldiportside@gmail.com  
PO BOX 275  
GARIBALDI OR 97118

18407

**Job Site Location:**  
307 Mooring Basin Dr.  
Garibaldi OR 97118

**Invoice#:** 214639

**Date:** 09/30/21

**Contract :** 57496 -03

**Application #:** 1

**Customer Reference:**

**Customer Job#:**

**PM/Biller:** JVS/JLD

**Payment Terms:** NET/30

**If Any Questions Please Call Billing: Jana @ 541-2599472**

Deck Power and Lot Sign

7/2/21 - 7/19/21

Outside lights and add parts/ haven't heard from customer on sign.

**Labor:**

687.50

**Material Stores/Van Stock:**

57.76

## Summary

Labor:

687.50

Material Stores/Van Stock:

57.76

CURRENT DUE :

**745.26**

## Payment Receipt

SALEM SIGN CO INC  
1825 FRONT ST NE  
SALEM, OR 97301

**Received From:**

GARIBALDI PORTSIDE BISTRO  
GARIBALDI PORTSIDE BISTRO  
ATTN: ACCOUNTS PAYABLE  
307 MOORING BASIN DRIVE  
GARIBALDI, OR 97118

**Date Received** 05/27/2021  
**Payment Method** Visa  
**Check/Ref. No.** Visa

**Payment Amount** \$8,500.00

**Invoices Paid**

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
04/21/2021	43434 HALF	-\$8,500.00





**Salem Sign Co., Inc.**

1825 FRONT ST. N.E.  
SALEM, OR 97301

**503-371-6362**

CCB# 65297

**SPECIFICATIONS**

- \* **CABINET**
  - Aluminum Fabricated
- \* **ILLUMINATION**
  - White LED
- \* **CABINET FACES**
  - White Flex face
- \* **VINYL**
  - 230-53 Cardinal Red
  - 230-51 Silver Grey
  - 3M Matte Black

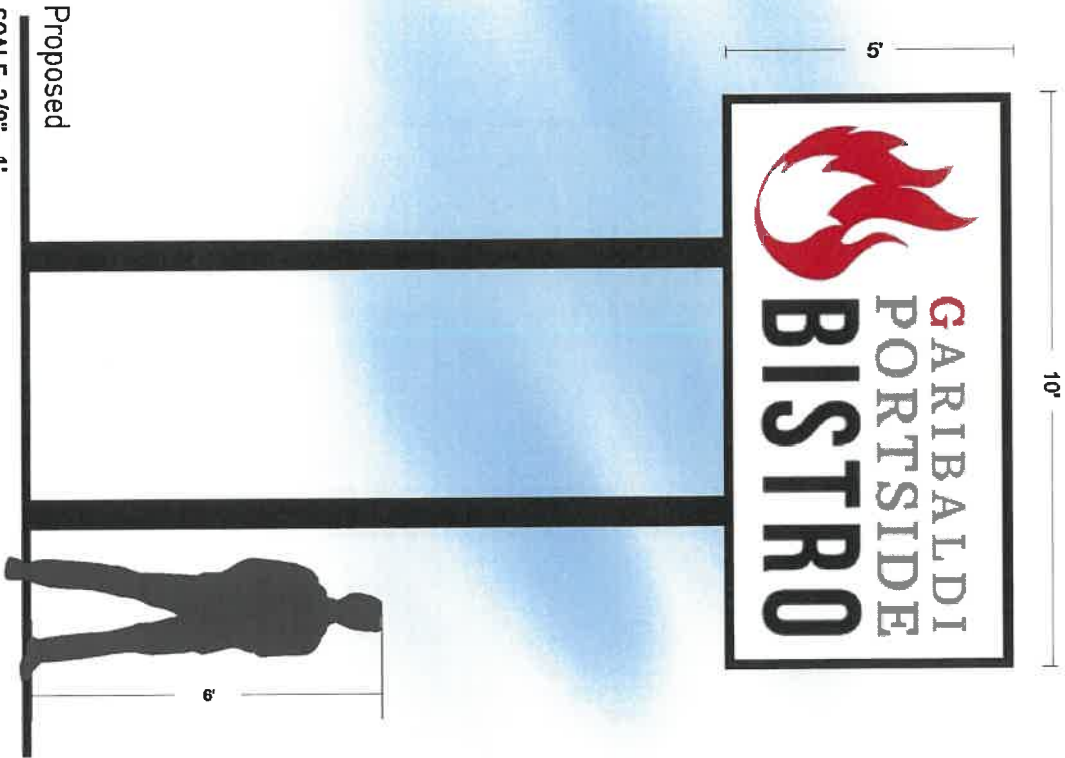


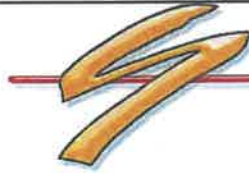
**SK # 24255-21**

**Double Face Internally Illuminated Pylon Display**



Note: Verify Placement





## Salem Sign Co., Inc.

1825 Front Street NE Salem, Oregon 97301  
503-371-6362 Fax 503-371-0901  
Email: signs@salem-sign.com

PROPOSAL SUBMITTED TO	PHONE	EMAIL	DATE
GARIBALDI PORTSIDE BISTRO	(503) 550-1082	GaribaldiPortside@gmail.com	2/17/2021
STREET	JOB NAME		
307 MOORING BASIN DRIVE	SAME		
CITY, STATE AND ZIP CODE	JOB LOCATION		
GARIBALDI, OR 97118	SAME		

MANUFACTURE AND INSTALL ONE DOUBLE FACE INTERNALLY ILLUMINATED  
PYLON DISPLAY PER SKETCH #24255-21

\$15,895.00

ANY REQUIRED PERMITS/ENGINEERING TO BE BILLED AT COST PLUS STAFF TIME  
SALEM SIGN TO HOOK UP ELECTRICAL IF EXISTING AND WITHIN 6' OF THE SIGN

WE PROPOSE hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

SEE ABOVE PRICES

50% DOWN / BALANCE UPON COMPLETION

  
COMPANY REPRESENTATIVE SIGNATURE

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS  
ARE SATISFACTORY AND ARE HEREBY ACCEPTED YOU ARE AUTHORIZED TO DO THE WORK  
AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE

DEFAULT OF PAYMENTS WILL GIVE SALEM SIGN CO., INC. THE RIGHT TO TAKE  
POSSESSION OF SAID PROPERTY WITHOUT ANY LEGAL PROCESS, AND ALL  
PAYMENTS MADE UP TO THE TIME OF DEFAULT SHALL BE APPLIED TOWARD

A SERVICE CHARGE OF 2% WILL BE CHARGED ON ALL ACCOUNTS OVER 30  
DAYS. \$1.50 MINIMUM

CUSTOMER SIGNATURE

PRINT NAME

NOTWITHSTANDING THAT THIS ACCOUNT IS ESTABLISHED IN THE NAME OF A COMPANY, I PERSONALLY GUARANTEE PAYMENT OF THIS ACCOUNT

Itiel's Carports & Metal  
Buildings, LLC  
PO Box 1139  
Woodburn, OR 97071  
5039842415  
itielscarports@outlook.com  
www.itcarports.com



**Estimate 2807**

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Dennis C. Garibaldi, Or	Dennis C. Garibaldi, Or	05/08/2020	\$2,985.37	06/08/2020

ACTIVITY	AMOUNT
<b>Vertical A-Frame 12G</b>	2,495.00
24x16	
<b>Height</b>	300.00
10'	
<b>Braces 3 ft</b>	67.50
Braces for carport stability	
<b>Anchors</b>	280.00
x8- Mobile Home Anchors	
<b>Other</b>	0.00
Built for:	
25lbs Snow Load	
105mph Wind Gust	
<b>Discount</b>	-157.13
SPRING SALE	

\*TAX NOT INCLUDED BUT WILL IF NEEDED

\*FREE INSTALLATION ON LEVELED LAND

\*FREE CHOICE OF COLORS

\*FORKLIFT NEEDED ON BUILDINGS OVER 30' WIDE AND  
14' FT LEG HEIGHT

**TOTAL**

**\$2,985.37**

**THANK YOU.**

Accepted By

Accepted Date

Thank YOU for choosing Itiel's Carports to help you build your dream carport!  
@ITIELSCARPORTS ITCARPORTS.COM  
#ITCARPORTS





Here is your CDF Quote 467674

dennis cavitt

5035501082

garibaldiportside@gmail.com

Ship To:97118 OR, Valid Until Mar 12, 2019

## Door Package 1

**\$1019**



### Single Aluminum

\$1019

1

\$1019

Storefront 3'0" X 7'0", Aluminum Pre-Finished, Knockdown, 10" Bottom Rail, Rim Exit Pull Handle, Pivot Hinges, Closer, 1/4" Gray Seamed Tempered Glass, #3 Right Hand Outswing"

-Aluminum

## Commercial Freight Shipping to 97118

**\$246**



Crate Charge

\$60

Common Carrier Freight Shipping

\$186

### Terms & Conditions

To Place order, please submit payment through our secure online payment form: [www.cdfdistributors.com/pay](http://www.cdfdistributors.com/pay). Special Order products cannot be returned. Full Terms and Conditions can be found on our site at [www.cdfdistributors.com](http://www.cdfdistributors.com)

Quote Subtotal

\$1019

Total Shipping

\$246

**Total \$1265**



**We'll Beat Their Price!**

On Equal Grade Material







Here is your CDF Quote: QB-09224435

Quoted: 2023-03-22

jason stricker

+1-503-307-8975

strickerconstruction@msn.com

Ship to: 97118 OR

**Ships in 12 Business Days or Less!**

**FASTER Shipping With CDF Xpress**

**Call 855-769-9895**



Job Name: Portside Bistro

Door Package 1

x1

Double Storefront Door

x1

Door Only, Storefront, 6'0" X 7'0", Aluminum Pre-Finished, 10" Bottom Rail, Concealed Vertical Rod Pull Handle, Continuous Hinge, 1/4" Tempered Glass, #9 Both Doors Active - Double Storefront Door

Storefront Frame

x1

Frame Only, Storefront, 6'0" X 7'0", 4-1/2" Depth, Aluminum Pre-Finished, Prep for Concealed Vertical Rod Devices w/ Pull Handles, Continuous Hinge, ADA Threshold, #9 Both Doors Active - Storefront Frame

closer

x2

Door Closer, Grade 2, (2-5), Aluminum - Hardware

Remit to Address:

254 W Eastland Ave, Gallatin, TN 37066

# TILLAMOOK County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2017

January 3, 2018 12:22:53 pm

<b>Account #</b> 379236 <b>Map #</b> 1N1021-AC-14107 A1 <b>Code - Tax #</b> 5614-379236  <b>Legal Descr</b> See Record  <b>Mailing Name</b> BAY VIEW BREWING LLC <b>Agent</b> <b>In Care Of</b> TROLLER RESTAURANT AND LOUNGE DBA <b>Mailing Address</b> PO BOX 379 GARIBALDI, OR 97118  <b>Prop Class</b> 201 <b>MA</b> <b>SA</b> <b>NH</b> <b>Unit</b> <b>RMV Class</b> 201      07   ST   201   2713-1	<b>Tax Status</b> ASSESSABLE <b>Acct Status</b> ACTIVE <b>Subtype</b> NORMAL  <b>Deed Reference #</b> See Record <b>Sales Date/Price</b> See Record <b>Appraiser</b> KARI FLEISHER
--	--

<b>Situs Address(s)</b>	<b>Situs City</b>
ID# 1 307 MOORING BASIN RD	GARIBALDI

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
5614 Land	0			Land	0
Impr.	303,570			Impr.	0
<b>Code Area Total</b>	<b>303,570</b>	304,100	303,570		0
<b>Grand Total</b>	<b>303,570</b>	304,100	303,570		0

Land Breakdown									
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class
5614	1	R		WD1	Commercial Site	100	S	0.00	
<b>Grand Total</b>								0.00	

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
						TD%			
5614	1	1976	434	Restaurant - Dining w/Lounge		106	4,243		303,570
Grand Total							4,243		303,570

Exemptions/Special Assessments/Potential Liability									
Code Area	Type							Amount	Year
5614		<b>SPECIAL ASSESSMENT:</b>							
	■ SOLID WASTE							12.00	2017

**Comments:** 12/26/07 Added RMV PCA. KF // 3/17/08 Changed PCA to 201 from 993. Not exempt and under lease to a taxable entity. KF 8/18/10 Reappraised RMV for 2010-11. KF 2/28/13 Changed SA. KF

**Tillamook County**  
**2024 Real Property Assessment Report**  
 Account 379236

Map 1N1021AC14107A1  
 Code - Tax ID 5614 - 379236

Tax Status Assessable  
 Account Status Active  
 Subtype NORMAL

Legal Descr See Record

Mailing CAVITT, DENNIS W TRUSTEE &  
 CAVITT, AMANDA L TRUSTEE  
 PO BOX 275  
 GARIBALDI OR 97118

Deed Reference # 2023-4573  
 Sales Date/Price 10-10-2023 / \$0  
 Appraiser KARI FLEISHER

Property Class 201 MA SA NH  
 RMV Class 201 07 ST 201

Site	Situs Address	City
1	307 MOORING BASIN RD	GARIBALDI

		Value Summary			
Code Area		RMV	MAV	AV	RMV Exception CPR %
5614	Land	0		Land	0
	Impr	817,590		Impr	0
Code Area Total		817,590	425,680	425,680	0
Grand Total		817,590	425,680	425,680	0

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
5614	1	<input checked="" type="checkbox"/>		WD1	Commercial Site	100	0 SF		0
Code Area Total							0 SF		0

Improvement Breakdown									
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV
5614	1	1976	434	Restaurant - Dining w/Lounge	110	4,227			817,590
Code Area Total						4,227			817,590

Exemptions / Special Assessments / Notations									
Code Area 5614									
Special Assessments						Amount	Acres	Year Used	
■ SOLID WASTE						12.00	0.00	2024	

Contig Accts 8547

Comments 12/26/07 Added RMV PCA. KF // 3/17/08 Changed PCA to 201 from 993. Not exempt and under lease to a taxable entity. KF 8/18/10 Reappraised RMV for 2010-11. KF 2/28/13 Changed SA. KF 5/19/20 Interior and exterior of property was remodeled. KF 8/30/22 Added new yard sign on property. KF



January 14, 2025

To: Garibaldi Urban Renewal Agency  
Re: Application for funding for Garibaldi Portside Bistro

Hello

I am writing in support of the application for a GURA grant for improvements to Garibaldi Portside Bistro building.

Dennis and Amanda Cavitt have created a go-to restaurant in Garibaldi. They transformed an older building in much need of repair into an attractive and welcoming destination for both locals and visitors. Now they are at a stage to make improvements that will enhance the restaurant even more.

With replacement doors, new siding and paint, expanded patio and deck cover, new lighting, and outdoor heaters that will make it comfortable outside most of the year, it will not only make the building even more attractive and accessible, it will make the dining experience even better.

I encourage GURA to award this grant.

Sincerely,

A handwritten signature in black ink that reads "Nan Devlin". The signature is written in a cursive, flowing style.

Nan Devlin  
Executive Director, Tillamook Coast Visitors Association  
PO Box 1268, Tillamook OR 97141  
[nan@tillamookcoast.com](mailto:nan@tillamookcoast.com)  
503-842-2672





## TILLAMOOK ESTUARIES PARTNERSHIP

*Healthy watersheds for a thriving community*

503-322-2222

P.O. Box 493  
613 Commercial Street  
Garibaldi, Oregon 97118

[www.tbnep.org](http://www.tbnep.org)

January 13, 2025

Garibaldi GURA

To Whom It May Concern,

This letter is to express Tillamook Estuaries Partnership's (TEP) commitment and support for the Garibaldi Portside Bistro's application for façade and patio improvements.

TEP is part of 28 National Estuary Projects working throughout the Pacific, Gulf, and East Coasts of the United States and in Puerto Rico to protect and restore the health of estuaries while supporting economic and recreational activities. TEP partners with Garibaldi Portside Bistro through our Explore Nature program. Explore Nature events provide meaningful, nature-based events that showcase the uniqueness of Tillamook County and the work we do to conserve the area's natural resources, restore biodiversity, and preserve natural resource-based industries. Explore Nature is highlighted on the North Coast Food Trail map/website and promotes clean water, healthy lands, and sustainable lifestyle choices. The quality of local food and beverages depend upon the health of our estuaries and watersheds.

The Bistro served as a key location for past "Shop the Dock" events. "Shop the Dock", an Oregon Sea Grant program, is designed to showcase and promote products from local Garibaldi businesses, many of which involve seafood. It typically includes items like fresh fish, shellfish, and other goods that reflect the unique culture and economy that surround Tillamook Bay. These events support local fishermen, seafood processors, and restaurants, helping to connect them with consumers. The Bistro has in the past provided facility space, a health department approved kitchen, and recipe ideas for participants. Having an expanded patio seating and a covered area could enhance the experience for visitors and provide shelter during inclement weather.

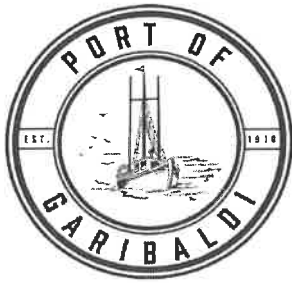
We are encouraged by GURA's dedication to developing value-added recreational opportunities and championing Tillamook Bay fisheries. TEP encourages you to join with us and support this proposal.

With gratitude,

Claudine Rehn, Deputy Director

### OUR MISSION

Tillamook Estuaries Partnership is a nonprofit organization dedicated to the conservation and restoration of Tillamook County's watersheds through active stewardship, scientific inquiry, community engagement, and education.



P.O. Box 10  
Garibaldi, Oregon 97118  
Port Office (503) 322-3292  
FAX (503) 322-0029  
Email: [info@portofgaribaldi.org](mailto:info@portofgaribaldi.org)  
Web site: [www.portofgaribaldi.org](http://www.portofgaribaldi.org)

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January 13, 2025

Garibaldi Urban Renewal Agency  
Garibaldi, Or. 97118

Dear GURA Members:

The Port of Garibaldi strongly supports the Garibaldi Portside Bistro's funding support request application for upgrades to the restaurant building in Garibaldi.

Since first opening in the small building on Biak Ave in 2016, they have built a steady and growing reputation for quality. This led to them outgrowing the small building and purchasing their current location in 2018. Since that time, they have continued to thrive and become a destination for not only local residents but also for many visitors from out of town.

Their strength and resilience prove that they are a local Garibaldi business that is here to stay. Surviving the Covid years, while many restaurants failed, cements them as a true anchor business for our community. Their survival during these years was not easy and forced them to make many sacrifices. Now that they are back in the "flow", support from GURA would be very beneficial in the next chapter of Garibaldi's future.

Garibaldi and the Port of Garibaldi have become synonymous with commercial fishing, recreational fishing, beautiful views, and good food. After the completion of the 101 project and the vision of a revitalized business sector, the Portside shines as an example of this concept.

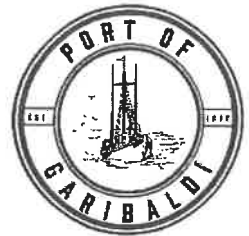
Your support would be appreciated and have a lasting positive impact.

Sincerely,

Michael Saindon, General Manager  
Port of Garibaldi



## LEASE FOR PARCEL 4



THIS LEASE, dated this 6th day of October 2018, by and between the PORT OF GARIBALDI, a municipal corporation of the State of Oregon, herein called "Port" and THE MISTYKITT, LLC., dba GARIBALDI PORTSIDE BISTRO, an assumed business name, herein referred to as "Lessee."

### IT IS HEREBY MUTUALLY AGREED:

Port hereby leases to Lessee as tenant, and Lessee hereby leases from the Port as landlord, for the term and on the rents, conditions, and provisions herein contained that certain real property situated in Tillamook County described in Article I, together with any and all rights, privileges, easements, and encumbrances described within this lease agreement.

## ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the real property commonly known as 307 Mooring Basin Dr, Garibaldi, OR 97118, Garibaldi, Tillamook County, Oregon (Land only) and as more particularly described in Exhibit A attached hereto and incorporated by reference herein.

Section 1.02 - Use of Premises: Lessee shall use the premises for the following purposes: a restaurant, deli, store, retail outlet, conference center, the production/sales/service of sprits/wine/beer, and other directly related business. Additional uses must have prior written approval of Port.

Section 1.03 - Compliance with Law: Lessee shall ensure compliance with zoning and land use laws, rules, and regulations. Lessee shall ensure compliance with all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, any components hereof, or any activity thereon conducted.

## ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on 06 October 2018 and shall continue for fifty years (50) through 05 October 2068.

Section 2.02 - Right of First Refusal: Upon the expiration of the term of this lease, if the Port desires to continue leasing the land, and the lessee is not then in default and has given notice as herein required, Lessee shall have the right of first refusal to re-lease the property described herein for such term and upon such conditions as Port deems appropriate. Lessee shall give Port written notice at least one hundred eighty (180) days before the expiration of this lease of Lessee's intent to continue the lease.

The rent payable under a subsequent lease shall be determined by applicable Resolutions of the Port.

If the Port decides not to continue leasing the land and the Lessee is not in default of any lease provisions, the Port will notify the Lessee in writing no less than 1 year before the end of the lease term about the Port's decision not to re-lease the land.

### **ARTICLE III - RENTAL**

Section 3.01 - Rent: Lessee shall pay to Port annual rent of \$5,000.00 (\$416.66 monthly) for the first year, which is based upon previous assessments but not equal to ten percent (10%) of \$105,130.00 which is the present valuation of the leased property, (land, and improvements only if Port owns improvements). Rent shall increase \$500.00 annually (\$41.66 monthly) for the next 10 years, but not to exceed 10% of real market value as determined by the county assessor, unless the property is re-appraised under Section 3.03.

Section 3.02 - Appraised Value: The initial appraised value of the leased real property and improvements is: \$105,130.00 as of October 2017.

Section 3.03 - Re-appraisal of Property: Port may re-appraise the leased real property during the third year of this lease and during every third year thereafter for the purpose of setting rent. Upon every re-appraisal being made, Port shall notify Lessee in writing of the re-appraisal being made, Port shall notify Lessee in writing of the re-appraisal figure by delivering said notice to Lessee's place of business on the leased premises either personally or by certified mail. If Port does not receive written objection to the re-appraisal figure within twenty (20) days of the date the re-appraisal figure notice is delivered to Lessee, such re-appraisal figure shall be the figure to be used by Port in determining rent for the leased premises. If Lessee objects to the re-appraisal figure as aforesaid, Lessee shall submit to Port within thirty (30) days after the date of the filing of its objection, an appraisal of the property performed by a qualified appraiser selected by and paid for by Lessee. Within twenty (20) days after Lessee's appraisal is submitted to Port, Port (as a body, through its manager and/or through its appraiser) shall meet at Port's office with Lessee's representatives, agents and/or its appraiser, for the purpose of arriving at a mutually acceptable re-appraisal figure. If the parties fail to agree within said twenty (20) day period, then Lessee shall have the right to arbitration if such right is claimed within ten (10) days of the date the parties failed to arrive at a mutually acceptable re-appraisal figure. The right to arbitration shall be claimed by Lessee's giving written notice to Port and designating an arbitrator selected by Lessee. If the right to arbitration is not claimed, then Port's appraiser's re-appraisal figure shall stand as the figure to be used in determining rent.

Upon Lessee's claiming the right to arbitration as herein provided, Port shall within ten (10) days designate an arbitrator and notify Lessee. The two arbitrators shall select a third arbitrator within fifteen (15) days. In the event that the two arbitrators first selected are unable to agree upon a third arbitrator, said third arbitrator shall, upon the



petition of either party, be appointed by the presiding Judge of the Circuit Court of the State of Oregon for the County of Tillamook. All arbitrators must be licensed Oregon lawyers experienced in real property valuation disputes. Each party will submit its appraisal prepared by a licensed appraiser to the arbitrators. After the third arbitrator is appointed, the arbitrators shall reach a decision in writing within thirty (30) days thereafter and furnish Port and Lessee with copies thereof. The determination by any two of the arbitrators so selected as to the re-appraisal figure shall be deemed the judgment of the Board of Arbitration.

Section 3.04 - Rental Rate Increase: After the first year, rental rates shall increase \$500.00 annually for the next 10 years. Maximum rental rates are set by resolution of the Port and are subject to change based on new resolutions (currently, Resolution No. 2010-03 states the maximum Base Annual Lease Rate shall be ten-percent 10% of appraised value). After the first 11-year period, rental rates may increase three percent (3%) annually. Upon re-appraisal of the property in accordance with Section 3.03, rental rates may be increased more than three percent. In no event, however, shall the rental percentage figure during the term of this lease exceed the maximum rental rate set by resolution or other port policy.

Section 3.05 - Time and Place of Rent Payment: The rent shall be paid annually before June 15th. All payments shall be made to Port at its office in Garibaldi, Oregon. Any rent, taxes, or other charges and claims of Port not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum.

#### **ARTICLE IV - LESSEE OBLIGATIONS**

Section 4.01 - Construction of Improvements: Prior to any construction, alteration or changes upon the leased property, Lessee shall submit to Port final plans and specifications, and shall not commence any construction until he has received Port's written approval. Port has 30 days to respond to Lessee's request.

Section 4.02 - Maintenance: Lessee shall keep and maintain, repair, and replace the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition, including the exterior thereof, and shall keep said property and the improvements thereon in a safe, orderly and clean condition, throughout the entire Term of the Lease. Lessee's obligations will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items. Lessee shall provide proper containers for trash and garbage and shall keep the leased property free and clear of rubbish, debris and litter at all times. Port shall at all reasonable times during ordinary business hours have the right to enter upon and inspect such premises, to ascertain that the covenants herein are being complied with, and also for the purpose of leasing and/or sale of the property.

Section 4.03 - Title to Improvements: Upon termination of this Lease by the passage of time or otherwise, the Port shall have the title to all structures including all

partitions, plumbing, wiring, additions to or improvements made to said structures upon the leased property during the existence of the Lease. All personal property, equipment, machinery, and furniture placed or used by the Lessee upon or about the leased premises during the term of this Lease, shall at all times be considered as personal property and Lessee shall have the right to remove all such property at the expiration of the term of this Lease or other termination thereof, including such thereof as may be firmly attached and affixed to the leased premises, subject, however, to Port's lien rights herein provided in this lease, and pursuant to Section 9.13.

Section 4.04 - Liens: Lessee agrees to pay when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished or ordered with Lessee's consent to be furnished to and for the Lessee in, upon or about the premises herein leased, which may be secured by any mechanics', materialmen's or other liens against the premises herein leased or Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that the Lessee may in good faith contest any mechanics or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest so long as Port's rights and interest in the property is not jeopardized.

Section 4.05 - Liens for Security Purposes: Under ORS 87.162, Port is granted a continuing lien upon any structure, improvements, equipment, machinery, and personal property placed and/or maintained upon the leased premises by Lessee as security for the payment of rent, taxes, damages, and other obligations to be performed under this lease, and, in the event of a default, Port may foreclose the lien by an appropriate action. Lessee agrees not to contest or challenge the validity of this lien, and will take no action that will impair the Port's ability to protect the Port's security interest.

Upon request by Port, Lessee shall furnish Port with an accurate description of the items of personal property. Upon request of Port, Lessee shall execute any necessary financing statements and shall file the statements, at Lessee's expense, in all appropriate public offices. Port may, at any time, and at its option and without further authorization from Lessee file copies of this lease as financing statements, and in this regard, Lessee authorizes Port to file a financing statement in all places where necessary to protect Port's security interest. Upon default hereunder, Lessee shall within three (3) days of receipt of written demand from Port, assemble the personal property and make it available to Port.

The Port recognizes that situations may arise that require Lessee to utilize structures, improvements, equipment, machinery, and personal property located on the leased premises as collateral when seeking loans from a qualified lender for the benefit, growth or improvements to Lessee's business. Therefore, with prior approval from the Port Commission, and as long as the Lessee is not currently in default under any provisions of this agreement, a request by the tenant for the port to subordinate their

lien to a new lender may be granted to allow them to acquire a security interest or other interest in any structures, improvements, equipment, machinery, and personal property located on the leased property as Collateral. The Port may also allow the lessee to assign Lender all of Lessee's rights in the Lease, as partial security for the Loan. This assignment will be a present transfer to Lender the Lessee's rights under the Lease, subject to the Lenders compliance with the terms of this lease.

Section 4.06 - Taxes, Assessments & Utilities: Lessee agrees to pay promptly when due and before the same is in default or delinquent all the following taxes, assessments, obligations, and utilities:

- A. All charges for all utilities furnished to the leased property including but not limited to electricity, water, and sewer.
- B. Taxes, charges, and other assessments general or special, of every kind or nature whether now anticipated or not, levied, assessed, or imposed, by any and all governmental authority upon the leased property and/or structures and improvements situated thereon, and which may hereafter be erected thereon.
- C. A fair and equitable portion of the cost of any improvement or project undertaken by the Port which is of a direct benefit to the tenant (For example, road improvements, sewer and water improvements, and drainage improvements. The itemization of the foregoing is not to be construed as a limitation on the types of improvements intended to be covered by this paragraph.). Any cost to the tenant will not exceed 10% of their current annual lease amount. The lessee will be issued a written 30-day notice requesting payment of their share of improvements. Lessee will be given 90 days from the end of the 30-day notice to submit payment or enter into a payment plan with the Port.

## **ARTICLE V**

Section 5.01 - Improvements to Remain: Except as provided in Sections 4.01 and 4.03 herein, no structure nor improvement now existing upon the leased premises, and no structures placed on said leased premises during the term of this lease shall be removed from the leased premises without the prior express written agreement of Port.

## **ARTICLE VI - INDEMNITY AND INSURANCE**

Section 6.01 - Indemnity: Lessee agrees fully to indemnify, save harmless, and defend the Port, its commissioners, officers, employees, and contractors (all referred to in this section and Section 6.02 collectively as "Port") from and against all claims and actions and all expenses incidental to the investigation and defense thereof, made or brought by any person, firm or corporation, based upon or arising directly or indirectly out of damages or injuries to their persons or their property, caused in whole or in part by acts of commission or omission of the Lessee, their subtenants, contractors, agents,

employees, guests, licensees or business invitees in the use or occupancy of the property hereby leased, or work performed thereon; provided that the Port shall give to the Lessee prompt notice of any such claims or actions which come to the attention of Port, and the Lessee shall investigate, compromise, and defend same.

Section 6.02 Insurance: Lessee further agrees at all times during the term hereof, at their own expense, to maintain, keep in effect, furnish, and deliver to the Port, liability insurance policies in form and with an insurer satisfactory to the Port insuring "Port" against all liability for damages to person or property in or about said leased property arising from any claim, loss or liability based upon or arising directly or indirectly, by acts of commission or omission of Lessee, their subtenants, contractors, agents, employees, guests, licensees or business invitees in the use or occupancy of the leased property, or work performed thereon. The amount of said liability insurance shall not be less than \$1,000,000 for injury to one person, \$2,000,000 for injuries arising out of one occurrence and not less than \$500,000 for property damage, providing however, the extent of the coverage shall never be less than the limits set by the Oregon legislature for a municipal corporation, or as may be determined by a court of competent jurisdiction. In the event any court removes the limits of damages, the amount of insurance to be carried will be as set by agreement of the parties or by arbitration in the event agreement cannot be reached. The designation of the foregoing coverage is not a limitation on the extent of Lessee's obligations under this lease. Lessee agrees to and shall indemnify and hold "Port" harmless from any and all claims and demands arising from the acts and conduct of the lessee, their subtenants, contractors, agents, employees, guests, licensees or business invitees, as well as those arising from Lessee's failure to comply with any covenant of this lease on their part to be performed, and Lessee shall at their own expense defend the Port against any and all suits or actions arising out of such acts and conduct, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against "Port" in any such suit or action.

Section 6.03 - Waiver of Subrogation Rights: The Port shall not be liable to Lessee for any loss arising out of damage to or destruction of any property belonging to Lessee, or any improvement made on the leased property, when such loss is caused by any of the perils which are or could be insured against. All such claims for any and all loss, however, caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by negligence. Lessee shall fully provide their own insurance protection with respect to the leased property, improvements, and personal property thereon, at their own expense, and look to their insurance carriers for reimbursement of any such loss, and insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against Port.

## **ARTICLE VII - DEFAULT**

Section 7.01 - Events of Default: Lessee shall be in default when any of the following exists:



- A. Default in Rent: Failure of Lessee to pay any rent, taxes, assessments or other charge within ten (10) days after it is due.
- B. Default in Other Covenants: Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent, taxes, assessments or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds diligently and in good faith to affect the remedy as soon as possible. If Lessee fails to comply with the same term or condition or fails to fulfill any obligation of the Lease (other than the payment of rent, taxes, assessments or other charges) after receiving notice and correcting a prior default under this section, the Port shall have the discretion to determine the Lessee is in default under Section 7.02 without allowing for correction under this section.
- C. Insolvency: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; and adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the 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 the Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.
- D. Assignment of Interest: An assignment, sale, gift, transfer, sublease or alienation in any manner of this lease, any interest therein, or interest in the property which is the subject of this lease.
- E. Failure to Use Premises: Failure of Lessee to actively undertake and continuously use the premises for the purposes designated in Section 1.02 preceding.

Section 7.02 - Remedies on Default: In the event of a default, the Port at its option may terminate the Lease by notice in writing to Lessee. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance. If the property is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

- A. Damages: In the event of termination of Lessee's interest in this lease and in the property covered by this lease, Lessee and its guarantors shall remain liable for and shall pay the rental payments required by the terms of this lease for the full term of this lease or until another tenant is found who fully performs

obligations of rent payment and performance of a lease agreement which is the equivalent of this lease.

Upon termination of Lessee's interest hereunder, Port may, but shall not be required to do so, enter into another lease of the real property herein on such terms and conditions as may in Port's sole discretion be deemed appropriate. Lessee shall be credited for the net amount of rent received by Port from any such new lease, up to the amount of Lessee's obligation. For any rent amount short of Lessee's obligation, Lessee shall remain liable.

Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

1. The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Lessee's property (if deemed appropriate by Port) and fixtures, or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs to repair damages, to carry out any obligation not performed by Lessee or to provide for or accommodate a new tenant, attorney fees, court costs, broker commissions, and advertising cost.
2. The loss of rent from the date of default until the end of the lease term, unless a new tenant has been secured. All other damage, direct, and indirect, general, special, and consequential resulting from Lessee's breach of the lease.

B. Reentry after Termination: If the Lease is terminated for any reason, Lessee's liability to Port for damages and attorney fees as provided herein shall survive such termination, and the rights and obligations of the parties shall be as follows:

1. Lessee shall vacate the property immediately, and subject to Port's prior right to exercise its lien rights, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the property in the condition required at the end of the term, and deliver all keys to the Port.
2. Any damage occasioned to the leased premises by such removal shall not be permitted if Lessee is in default in payment of rent, the performance of any term of this lease or otherwise indebted to Port or owes damages to Port. In any such event, Port may exercise the rights of a possessory lien or under the rights granted by this lease.

3. Port may reenter, 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; in addition, Port may on taking possession impound all equipment and property of the Lessee, place another padlock on the leased premises and proceed to sell or otherwise dispose of said property at public auction after posting on the outside of the leased property for a period of ten (10) days the time and place of sale; all proceeds shall apply first to all reasonable costs of sale, then to the unpaid rent, and charges, damages, if any, service charges and attorney fees, if any, and the balance, if any, mailed to Lessee at the designated address herein stated. If Port mails a notice of default to Lessee, Port shall recover from Lessee the mailing costs, the cost of the preparations of the notice including any reasonable attorney fee incurred with respect to the preparation and mailing of said notice.

C. Reletting: Following reentry or abandonment, Port may relet the property and in that connection, may:

1. Make any suitable alterations or refurbish the property or both, or change the character or use of the property, but Port shall not be required to relet for any use or purpose (other than that specified in the Lease) which Port may reasonably consider injurious to the property, or relet to any tenant which Port may reasonably consider objectionable.
2. Relet all or part of the property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Section 7.03 – Additional Remedies: The foregoing remedies in this section will be in addition to, and will not exclude any other remedy available to the Port under applicable law, and may be exercised concurrently or successively in such order or combination as the Port in its sole discretion may elect.

## **ARTICLE VIII - TERMINATION**

Section 8.01 – Termination: Upon termination of the Lease for any reason, Lessee shall deliver all keys to the Port and surrender the leased property in good condition. Alterations constructed by the Lessee with permission from the Port shall be removed or restored to the original condition unless the terms of permission for the alteration so permit. Any removal or restoration performed shall be performed by Lessee in conformity with the terms of the permit issued by Port.

## **ARTICLE IX - GENERAL PROVISIONS**

Section 9.01 - Assignment of Interest: It is the intention and agreement of the Port and the Lessee that the rentals reserved by this lease have been fixed in contemplation of only Lessee's use and occupation of the leased property and the improvements constructed and to be constructed upon the leased property. Lessee shall not part with the possession of the leased property, nor shall Lessee in any manner, directly or indirectly, by operation of law or otherwise, sublease, sell, set over, assign, transfer, lease or encumber the within described property or any part thereof, this lease or any of Lessee's right in or to this lease or any interest therein, nor license or permit the use of the rights herein granted, in whole or in part without the prior written consent of the Port.

Lessee shall not assign all or any part of their rights and interests under this Lease to any successor to their business through merger, consolidation, or voluntary sale or transfer of substantially all of their assets, without prior written approval of the Port, however, the written approval will not be unreasonably withheld. Port shall have the right to require a new lease with a proposed assignee of Lessee, as an alternative to granting consent to a sale, transfer, assignment or alienation of Lessee's interest in said leased premises or this lease. Furthermore, leases are not transferable upon sale of a business or structure located on the property.

Section 9.02 - Condemnation: If the leased property or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the operation of the facility by the Lessee, the Lessee shall have the right to cancel. Such cancellation shall be effective as of the date of taking. Port shall be entitled to that portion of the award as represented by the property taken, excluding improvements or business value. Lessee shall be entitled to any portion of the award attributable to any personal property belonging to Lessee and Lessee's improvements on the property.

Section 9.03 - Nonwaiver: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 9.04 - Attorney Fees; Venue: In the event this lease is rescinded, or, in the event action is instituted to collect any sums payable under terms of this lease, (including any suit, action or proceedings instituted subsequent to any judgment, suit, action or proceedings instituted subsequent to any judgment, to discover assets to satisfy any judgment and/or to reach equitable interests such as through a Creditor's Bill action) to obtain or regain possession of the leased premises by Forcible Entry and Detainer proceedings, or otherwise, or to enforce any provision of this lease, or to protect, assert, or determine in any way either party's rights in or to said property, or to gain possession of said property, the prevailing party shall be entitled to collect from the opposing party and any successors in interest, as part of the costs in such suit, action or



interest, action or proceedings, such sum as the judge of the court may adjudge reasonable as attorney fees; and, in the event of an appeal to an appellate court, the prevailing party shall be entitled to recover such sum as a reasonable attorney fee as may be determined by such court. Further, in the event of a default by Lessee in any respect of the terms of this lease, and Port shall consult with an attorney with respect to such default or defaults, Lessee agrees to pay all reasonable and necessary costs and attorney fees as a condition to reinstating and/or keeping this lease in force for Lessee's benefit even though no litigation is instituted. Lessee's liability for attorney fees as provided for in this lease shall survive any termination of this lease. The venue of any action brought to enforce any term of this lease shall be in Tillamook County, Oregon. The parties waive any right to have any action transferred to federal court by reason of any diversity of citizenship of the parties.

Section 9.05 - Clause Paramount - Choice of Oregon Law and Forum: For all claims, demands, suits, actions, and proceedings against the Port, of every kind and nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claims Act. Any and all suits, actions, and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit Court of the State of Oregon for the County of Tillamook.

Section 9.06 - Statutory Provision: This Lease is subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim, and Lessee shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167, and shall pay to all governmental entities and agencies all taxes, fees, withholding, and other obligations accruing as part of the operation of Lessee's business.

Section 9.07 - Waste; Compliance with All Laws; Burning: Lessee shall not permit or suffer the commission of any waste on the leased property or permit the same to be used for any purpose in violation of the state laws, federal laws, state or federal aviation, maritime or environmental rules and regulations, municipal ordinances, zoning, use and environmental laws, rules and regulations, rules and regulations of the Port of Garibaldi now or hereafter in force and applicable thereto. Lessee shall keep and maintain said premises and every part thereof in a clean condition. No burning shall be permitted on the leased premises without obtaining written permission from the Manager of Port and all other regulatory bodies authorized to issue burning permits.

Section 9.08 - Time of Essence: It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this lease. Time of the Essence is defined as "Not to exceed 60 days".

Section 9.09 - Warranties/Guarantees: Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the leased

property, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any loss, damage or costs which may be incurred by Lessee by reason of any such physical condition. The parties agree that neither Port nor any agent, employee or representative of Port has made any representation of any kind, written or oral, not contained within this lease, (a) pertaining to the physical condition of the premises leased; (b) promising to make repairs to premises, (c) promising to construct any improvement on the premises, (d) promising to make a loan to Lessee, or (e) promising to obtain for Lessee, or assist Lessee, in obtaining financing through private or public sources for Lessee's business or personally. The parties further agree that the entire agreement between the parties is set forth in this lease, and that there are not side agreements or commitments, written or oral, between the parties, other than that specifically set forth in this lease.

Section 9.10 - Headings: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Section 9.11 - Consent of Port: Whenever Port's consent is required hereunder, it shall be in writing and shall contain all terms designated by Port as conditions to giving consent.

Section 9.12 - Notices: All notices required under this Lease shall be deemed to be properly served if personally presented to one of Lessees, or if sent by certified mail to the Port at;

Port of Garibaldi  
P.O. Box 10  
Garibaldi, Oregon 97118

and to the Lessee at;

Dennis and Amanda Cavitt,  
P.O. Box 275  
Garibaldi, OR 97118

Date of service of such notice is date such notice is personally delivered or is deposited in a post office of the United States Post Office Department, postage prepaid, and addressed as herein provided.

Section 9.13 - Modification: Modification of the Lease as to term, area, or for any other provision, or consent to an assignment or transfer of interest, may at the option of Port, result in an increase in the rental. All modifications to this Lease Agreement must be in writing, signed by both the parties.

Section 9.14 - Fixtures:

- A. Subject to other terms of this lease, and to Port's exercise of its lien rights under Section 4.05 preceding, at the end of the term of this lease or at the time of its earlier termination by default or otherwise, the

Lessee shall remove all furnishings, furniture, and trade fixtures which remain the property of the Lessee and shall repair any physical damage resulting from the removal. If the Lessee fails to do so, this shall be an abandonment of the property, and the Port may retain the property and all rights of the Lessee with respect to it shall cease or, by notice in writing given to Lessee within ten (10) days after removal was required, the Port may elect to hold the Lessee to their obligation of removal. If the Port elects to require the Lessee to remove, the Port may affect a removal and place the property in public storage for the Lessee's account. The Lessee shall be liable to the Port for the cost of removal, transportation to storage, and storage, with interest at eighteen percent (18%) per annum on all such expenses from the date of expenditure by the Port.

- B. The time for removal of any property or fixtures which the Lessee is required to remove from the leased property upon termination shall be as follows:
1. On or before the date the Lease terminates because of expiration of the original or a renewal term or because of default.
  2. Within ten (10) days after notice from the Port requiring such removal where the property to be removed is a fixture which the Lessee is not required to remove except after such notice by the Port, and to remove except after such notice by the Port, and such date would fall after the date on which the Lessee would be required to remove other property.
  3. Removal of improvements at the option of Port at the termination of the lease, shall be within ten (10) days after termination.

Section 9.15 - Recordation: This Lease shall not be recorded without the prior consent in writing of Port.

Section 9.16 - Binding Effect: This lease agreement shall be binding upon the heirs, personal representatives, successors in interest and assigns of the respective parties hereto.

Section 9.17 - Signs: Subject to prior written approval by Port of the design and number, Lessee shall have the right to install and affix to the premises signs for purposes of identifying the leased premises as a place of business occupied by Lessee. Lessee shall ensure that signs comply with local laws, regulations, and ordinances. Upon the termination of this lease, any sign installed, or any damage caused by the installation and/or removal of the sign(s) shall be remedied and/or repaired by Lessee.

Section 9.18 – Environmental Compliance: Lessee shall control, storage, remove, and dispose of all hazardous materials which hereafter come into existence upon said premises. The control, storage, removal, and disposal shall be at the expense of Lessee, and shall be in accordance with all federal, state, and local laws, rules and regulations, now in existence, as well as those hereafter enacted or promulgated by any governmental authority which has jurisdiction over hazardous materials. The indemnity Section 6.01 hereinbefore set forth, applies to this section and protects Port against damage or loss by reason of Lessee's default in the performance of this Section 9.17.

The Port warrants and represents to the Lessee that it has no knowledge of the presence or of the release, now or in the past, of any hazardous substance or material on the Premises. The Port agrees to hold Lessee free, harmless, and indemnified from any penalty, fine, liability, cost or charge whatsoever related to any damage or condition that might be caused by any existing environmental condition that currently exists on the Premises.

Lessee covenants and agrees that throughout the Term its use and occupancy of the Premises will at all times be in strict compliance with all governmental regulations, be they federal, state or local, that pertain to the use and storage of hazardous materials and substances, and Lessee shall save and hold Lessor free, harmless, and indemnified from any penalty, fine, liability, cost or charge whatsoever which Lessor may incur by reason of Lessee's failure to comply with this Paragraph. Such covenants, however, shall not apply to any condition that existed at the time Lessee first took possession of any part of the Premises, or which is caused or results from acts of others, including the Port.

Lessee's obligations under this Paragraph shall automatically terminate and expire one (1) year after Lessee no longer occupies the Premises unless an action has been filed in some judicial tribunal of competent jurisdiction prior to that time which related to a period during which Lessee in fact did occupy any part of the Premises.

Section 9.19 - Construction of Terms in Lease: In construing this lease, it is understood that Port or Lessee may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations and to individuals. The law of the State of Oregon shall be applied in the interpretation and construction of this Lease. Provided, however, the statute of limitations for enforcing any right under this lease shall be six (6) years as provided in contract actions in general. The article and section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections themselves. This Lease will not be construed against the drafting party. The parties do not intend that any other person will obtain any rights as a third-party beneficiary of this Lease. Nothing in this Lease, express or implied, is intended or may be construed to confer on any person, or legal entity, other than the parties to this lease, any right, remedy, or claim under or with respect to this lease.

Section 9.20 - Guarantor Provision: The performance of all the lease terms by Lessee is guaranteed by the person(s) whose name(s) has/have been affixed hereto as guarantor(s). The undersigned guarantor(s), by affixing their signatures(s) hereto, personally assure and guarantee to Port the full performance of this agreement as to all its terms on the part of Lessee. Provided, however, there shall be a monetary limit with respect to the performance of all covenants and terms to be performed by guarantor(s). Where guaranty of performance has been given to Port by guarantor(s), they agree that it is for valuable consideration and Port's reliance upon such guaranty agreement in entering into said lease with Lessee.

Section 9.21 - Work to be Performed by Lessee: Lessee shall perform the work upon the improvements on the premises, as more particularly specified by a licensed contractor, which shall be in accordance with all the laws, rules, and regulations, now in existence, as well as those hereafter enacted or promulgated by any governmental authority which has jurisdiction.

Section 9.22 - Retention of Records: All records in the possession of the Lessee pertaining to this Agreement shall be retained for a period of three (3) years after the expiration of the Agreement or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

Section 9.23 - Non-Discrimination: Lessee agrees that in the performance of this Lease that it will not discriminate by segregation or otherwise against any person or persons because of race, color, national origin, religion, sex, age, or physical or mental disability.

Lessee hereby agrees to comply with Title VI of the Civil Rights Act of 1964, and implementing regulations as set forth in 15 CFR part 8, which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, and implementing regulations as set forth in 15 CFR part 8b, which prohibits discrimination on the basis of handicap; the Age Discrimination Act of 1975, as amended and implementing regulations as set forth 15 CFR part 20; the Americans With Disabilities Act of 1990, which prohibits discrimination on the basis of disability; and any other applicable non-discrimination law(s).

Section 9.24 - Audits and Inspections: At any time during normal business hours and as frequently as is deemed necessary, Lessee shall make available to Lessor and EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Agreement and only matters relating to the Agreement.

Section 9.25 – Severability: If any term or provision of this Lease is to any extent held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law. All terms of this



Lease will be interpreted to avoid illegality, invalidity, or unenforceability.

Section 9.26 – Integration: This Lease is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Lease. This Lease supersedes all prior communications, representations, and agreements, oral or written, of the parties.


Section 9.27 – Authority: The Port and Lessee each warrant and represent to the other that the person or persons signing this Lease on their behalf has or have authority to enter into this Lease and to bind the Port and Lessee, respectively, to the terms, covenants, and conditions contained in this Lease.

Section 9.28 – Survival: The obligations and liabilities of Lessee arising under this Lease will survive the expiration or earlier termination of this Lease or the termination of the right of possession of Lessee.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first herein written dated this 6th day of October 2018.

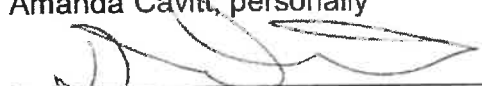
LESSEE:

THE MISTYKITT, LLC

  
Amanda Cavitt, Authorized Rep.  
P.O. Box 275  
Garibaldi, OR 97118  
(503) 894-1477

GUARANTOR:

  
Amanda Cavitt, personally


  
Dennis Cavitt, personally.  
P.O. Box 275  
Garibaldi, OR 97118  
(503) 894-1477  
(503) 550-1082

LESSOR:

PORT OF GARIBALDI

  
Valerie S. Folkema, President  
P.O. Box 10  
Garibaldi, OR 97118

ATTEST

  
John Luquette,  
Secretary/Treasurer

## BAYSIDE SURVEYING

11765 HWY 101 South  
Tillamook, Oregon 97141

Terry L. Jones  
503-842-5551  
Fax 503-842-5552

SEPTEMBER 25, 2018  
LEGAL DESCRIPTION  
LEASE FOR TROLLER RESTAURANT AND LOUNGE

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 21, TOWNSHIP 1 NORTH, RANGE 10 WEST, WILLAMETTE  
MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 1/2 INCH BRASS CAP STAMPED "CL CL LS 2507  
2016", SET ON MAP A-8571, TILLAMOOK COUNTY SURVEY RECORDS AT THE  
CENTER LINE OF COMMERCIAL AVENUE AND MOORING BASIN ROAD; THENCE  
NORTH 18°25'18" WEST 219.20 FEET; THENCE SOUTH 71°34'42" WEST  
5.00 FEET TO A LARGE MAG NAIL WITH 1 1/2 INCH BRASS WASHER BEING  
THE TRUE POINT OF BEGINNING;

THENCE SOUTH 71°34'42" WEST 105.00 FEET;

THENCE NORTH 18°25'18" WEST 65.00 FEET, TO A LARGE MAG NAIL WITH  
1 1/2 INCH BRASS WASHER;

THENCE NORTH 71°34'42" EAST 105.00 FEET, TO A LARGE MAG NAIL  
WITH 1 1/2 INCH BRASS WASHER;

THENCE SOUTH 18°25'18" EAST 65.00 FEET TO THE POINT OF  
BEGINNING.

THIS DESCRIPTION IS BASED ON MAP BY THIS FIRM DATED SEPTEMBER  
25, 2018 AND ON FILE AT THE TILLAMOOK COUNTY SURVEY OFFICE.

# Exhibit A:Dennis and Amanda Cavitt, dba: GARIBALDI PORTSIDE DELI AND RESTAURANT

## BASIS OF BEARING

THE LINE BETWEEN FOUND MONUMENTS NUMBERED 1 AND 8 BEARS NORTH 82°38'42" EAST.  
THE RECORD VALUE FROM MAP A-8571 AND PORT OF GARIBALDI LEASES.

## NARRATIVE

THIS IS A DEPENDENT SURVEY OF THE A LEASE FROM THE PORT OF GARIBALDI.

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE CORNERS AS SHOWN HEREON.

THE ROADWAYS WERE LAID OUT USING DATA FROM MAP B-27 PAGE A AND B AS FOLLOWS:  
MONUMENTS 101 AND 102 WERE HELD AS THE WEST LINE OF SOUTH SEVENTH ST. POINT  
"A" WAS HELD AS THE ANGLE POINT FOR SEVENTH ST. SEVENTH ST SOUTH OF POINT "A"  
WAS HELD PARALLEL TO MOORING BASIN RD. SEGMENT 1 WAS HELD FOR THE CENTERLINE  
OF MOORING BASIN RD. POINT "B" WAS HELD FOR THE EASTERLY LINE OF MOORING BASIN  
RD.

## LEGEND

- SET LARGE MAG NAIL WITH 1 1/2" BRASS WASHER STAMPED "LS 2507"
- FOUND MONUMENT AS NOTED, HELD
- FOUND MONUMENT AS NOTED
- ⊙ MONUMENT FROM MAP B-27 SEARCHED FOR NOT FOUND, POSITION CALCULATED AS  
INDICATED
- ( ) RECORD VALUE FROM MAP B-27 PAGE A OR B
- NO ( ) MEASURED VALUE

## MONUMENT NOTES

- ① FOUND 2 1/2" BRASS CAP IN ASPHALT, STAMPED "CL CL LS 2507 2016". SEE MAP  
A-8571, HELD
- ② FOUND 2 1/2" BRASS CAP IN CONCRETE, STAMPED "CL LS 2507 2016". SEE MAP  
A-8571, HELD
- ③ FOUND 5/8" REBAR WITH ALUMINUM CAP ELEVABLE, 1.0' BELOW GRADE, HELD AS A  
PERPETUATION OF THE 2" IRON PIPE AT THE SOUTHEAST CORNER OF TRACT 35  
FROM MAP B-27 SHEET A, ALSO SEE MAP B-880
- ④ FOUND 1" IRON PIPE WITH WOOD PLUS AND MAG NAIL, 0.2' BELOW TOP OF PAVING  
HELD AS A PERPETUATION OF THE 2" IRON PIPE AT THE NORTHEAST CORNER OF  
TRACT 35 FROM MAP B-27 SHEET A, ALSO SEE MAP B-880
- FOUND 5/8" REBAR, TOP 0.1' BELOW TOP OF PAVEMENT, S 18°25'18" E 0.06' FROM  
CORNER LOCATION, ORIGIN UNKNOWN, NOT HELD
- FOUND 5/8" REBAR WITH CENTER PUNCH, FLUSH WITH GRADE, S 18°25'18" E 0.06'  
FROM CORNER LOCATION, ORIGIN UNKNOWN, NOT HELD

