



PUBLIC MEETING: Port Special Commission Meeting

DATE: Thursday **May 11, 2023 5 PM**

LOCATION: Marine Park Pavilion 395 SW Portage Rd, Cascade Locks, OR 97014

<https://us02web.zoom.us/j/85806615790>

AGENDA

- 1)** Commission meeting called to order
 - a.** Pledge of Allegiance
 - b.** Roll Call
 - c.** Modifications, Additions and Changes to the Agenda
 - d.** Declarations of Potential Conflicts of Interest
- 2)** Public Comment (Speakers may be limited to three (3) minutes)
- 3)** Business Action Items
 - a.** Consider Ixtapa Lease – Mark Johnson
- 4)** Executive Session under ORS.192.660(2)(e) Real Property Negotiations
- 5)** Adjournment

LEASE AGREEMENT

This Lease Agreement (this “Lease”), dated as of the Effective Date, is by and between Landlord and Tenant, whereby Landlord agrees to lease the Premises to Tenant and Tenant agrees to lease the Premises from Landlord on the terms and conditions provided in this Lease. Capitalized terms not otherwise herein defined shall have the meaning assigned below.

1. Defined Terms:

Effective Date: April __, 2023

Tenant: Ixtapa Cascade Locks, Inc., a _____

Tenant Notice Address: P.O. Box 2449, The Dalles, OR 97058

Landlord: PORT OF CASCADE LOCKS, an Oregon Port District

Landlord Notice and Payment Address: P.O. Box 307, Cascade Locks, Oregon 97014

Premises: approximately 4394 square feet of building space, as depicted in Exhibit A-1 within the building (the “Building”) located at 355 Wa Na Pa Street, within Marine Park, on the real property (the “Property”) legally described in Exhibit A-2 attached hereto.

Term: commencing on the Commencement Date and continuing for sixty (60) months thereafter, as may be earlier terminated or extended as provided in this Lease.

Commencement Date: the date on which the Premises are delivered to Tenant.

Rent Commencement Date: the date on which Tenant shall commence paying Rent, which shall be upon the Commencement Date.

Rent: any amounts due under this Lease, including Monthly Base Rent and Tenant’s Proportionate Share of the Operating Expenses, Taxes and Insurance.

Monthly Base Rent:

Months 1 through 12*	\$ 3,500.00
Months 13 through 24	\$ 3,605.00
Months 25 through 36	\$ 3,713.15
Months 37 through 48	\$ 3,824.54
Months 49 through 60	\$ 3,939.28

*So long as Tenant is not in default of the Lease and diligently pursuing completion of its tenant improvements, Monthly Base Rent for the first three (3) months of the Term will be reduced to \$1,750.00.

Tenant’s Proportionate Share: 93 Percent.

Permitted Use of the Premises: A full-service restaurant, operated year-round, in compliance with all applicable laws and regulations and for no other purpose without Landlord’s prior written consent, which may be withheld in Landlord’s sole discretion.

Security Deposit: \$3,500.00

Guarantor: _____

2. Delivery of Premises. Delivery of the Premises to Tenant (“Delivery”) shall occur upon full execution of the Lease. If Delivery is delayed because of strikes, acts of God, or any other cause beyond Landlord's control, then Delivery shall occur when Landlord notifies Tenant that the Premises are ready for possession. Landlord shall have no liability for such delays in delivery of possession, and neither party shall have the right to terminate except that Landlord may cancel this Lease without liability if the Delivery does not occur within ninety (90) days of the estimated Delivery date. Unless otherwise agreed in writing in Exhibit C to this Lease, Tenant shall be deemed to accept the Premises “as-is” on the Delivery date. If Landlord consents in writing to Tenant’s early access to the Premises, Tenant may access the Premises prior to the Commencement Date, subject to all of the terms and conditions of this Lease except for the payment of Rent. The expiration date of this Lease shall be the date stated in the Basic Lease Terms or, if later, the last day of the calendar month that is the number of full calendar months stated in the Basic Lease Terms from the month in which the Commencement Date occurs.

3. Rent. Tenant shall pay to Landlord the Base Rent for the Premises and any additional rent provided herein, without deduction or offset. Rent for the first full month of the Lease term shall be paid upon execution of this Lease. All rent, including Base Rent, together with any other amounts to be paid to Landlord pursuant to this Lease, is payable in advance, commencing on the Rent Commencement Date and on the first day of each calendar month thereafter. Rent not paid within ten (10) days of when due shall bear a late charge of five percent (5%) of such amount. Landlord may at its option impose, in addition to late fee, interest (at the rate of nine percent (9%) per annum) and other remedies available for default from the date due until paid. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain, and that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment and is not a penalty. Neither imposition or collection nor failure to impose or collect such late charge shall be considered a waiver of any other remedies available for default. In addition to such late charge, an additional charge of \$75 shall be recoverable by Landlord for any returned checks. If this Lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date.

4. Security Deposit. Upon execution of this Lease, Tenant shall deposit the Security Deposit with Landlord to secure the faithful performance by Tenant of each term, covenant, and condition of this Lease. If Tenant shall at any time fail to make any payment or fail to perform any obligation under this Lease, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within ten (10) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the Premises in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interests hereunder) within thirty (30) days after the termination of this Lease and vacancy of the Premises by Tenant.

5. Use of the Premises.

(a) Use of Premises. Tenant shall use the Premises only for the Permitted Use. In connection with its use, Tenant shall at its expense (i) comply with all applicable local state and federal laws, ordinances, and regulations of any public authority (together “Laws”), including those requiring

alteration (subject to Section 8 below) of the Premises because of Tenant's specific use; (ii) obtain any licenses, permits or other authorizations required to lawfully conduct Tenant's business; (iii) conduct its business in accordance with the best management practices and industry standards applicable to Tenant's business; (iv) create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises and shall not annoy, obstruct, or interfere with the rights and/or businesses of other tenants; (v) store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the Premises; and (vi) not overload the floors or electrical circuits of the Premises or alter the plumbing or wiring of the Premises or Building. Tenant shall not store any materials, supplies, or equipment outside in any unapproved or outdoor area. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise, and other personal property in or about the Premises. Landlord shall have the right, but shall not be obligated, to make, revise, and enforce rules and regulations or policies for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including, but not limited to, moving, use of common areas, and prohibition of smoking. All such regulations and policies shall be complied with as if part of this Lease and failure to comply shall be a default.

(b) Roof and Electrical Rooms; Cables and Utility Lines. In no event shall Tenant have the right to use any portion of the roof or any electrical rooms outside of the Premises unless expressly provided otherwise in this Lease. In the event that any electrical room is located within the Premises, use of such electrical room shall be reserved to Landlord and any other tenant Landlord permits such use. Tenant shall not install any cables or utility lines within the Building without Landlord's prior consent, and in no event shall Tenant or Tenant's contractors use or tie into any existing cables or utility lines without Landlord's prior consent. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits or special lighting installed by Tenant shall be installed and operated at Tenant's expense and, at Landlord's written request shall be removed by Tenant at Tenant's sole cost and expense.

(c) Common Areas. Landlord shall have the right to designate areas of the Property as common areas. Landlord may perform alterations or additions to or change the configuration of the Building, the parking area, and other common areas. Landlord may restrict, regulate or limit the use of the common areas, and do and perform such other acts in and to the common areas as Landlord deems necessary or desirable.

6. Hazardous Materials. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises. Tenant may use on the Premises only those Hazardous Substances typically used and only in such quantities as required for the prudent and safe operation of the business permitted by the Permitted Use and in full compliance with law. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. As used herein, "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment, and "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. Tenant shall immediately notify Landlord upon becoming aware of the following: (a) any spill, leak, disposal or other release of a Hazardous Substance on, under or adjacent to the Premises; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under or adjacent to the Premises; or (c) any violation of any Environmental Law with respect to the Premises or Tenant's activities on or in connection with the Premises. Tenant shall indemnify, defend and hold harmless Landlord, its contractors, agents, employees, principals, affiliates or invitees, any persons holding a security

interest in the Premises, and the respective successors and assigns of each of them (together, the “Landlord Parties”) from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the Premises during the Lease Term, except to the extent caused by Landlord Parties. Tenant's obligations under this Section shall survive the expiration or termination of this Lease for any reason. Landlord's rights under this Section are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this Lease or otherwise.

7. Signage. No signs, awnings, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent, and Landlord's approval as to design, size, location, and color. Tenant may erect a sign stating its name, business, and product after first securing Landlord's written approval of the size, color, design, wording, and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this Lease with the sign location restored to its original condition.

8. Alterations. Tenant shall make no alterations, additions, or improvements to the Premises without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Notwithstanding the foregoing, Tenant may make nonstructural cosmetic changes to the Premises so long as the same does not affect any Building systems and the cost of which does not exceed a cumulative sum of \$2,000 annually. Upon termination of this Lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner that will not interfere with the quiet enjoyment of other tenants of the Building. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with work being performed by Tenant in the Premises. Work by Tenant shall comply with all laws then applicable to the Premises. Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities or any alterations.

9. Maintenance: Damage to Building. Landlord shall repair and maintain the roof, the foundation, the slab, the load-bearing walls and the structural elements of the Building (the “Structural Elements”) subject to reimbursement as provided in Section 10 below, provided, however, except that any repair of damage or penetration caused by Tenant or any of the Tenant Parties (including any damage resulting from removal of Tenant's property) shall be at Tenant's expense. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs or alterations to the Building, and Landlord shall have no liability for interference with Tenant's use because of such work. Work may be done during normal business hours. Tenant shall have no claim

against Landlord for any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance and repair, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Tenant shall be responsible for maintaining and repairing the Premises and all systems located within the Premises in good order and repair, including without limitation, walls, floors, and ceilings, all interior doors, partitions and windows, and all Premises systems, fixtures, and equipment, the electrical system, plumbing, drainpipes to sewers, air-conditioning and heating systems, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system. Tenant shall be responsible for its own janitorial service and regular removal of trash and recycling debris. Tenant shall refrain from discharging any materials that could damage the septic tank, storm facilities or sewers serving the Premises and/or Building. If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the Premises and any separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

10. Operating Expenses.

a. Operating Expenses Defined. This is a triple net lease, and, in addition to the monthly Base Rent, Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Expenses within thirty (30) days of written demand. As used herein, "Operating Expenses" shall include costs incurred by Landlord relating to the ownership, operation, repair, and maintenance of the Property, including, but not limited to, the following: (a) all common area improvements, including parking areas, loading and unloading areas, trash disposal areas, roadways, parking areas, sidewalks and walkways, driveways, landscaped areas, bumpers, irrigation systems, lighting, fences and gates, elevators, Building exteriors, roofs, and roof drainage systems; (b) exterior signs and any tenant directories; (c) any Building sprinkler systems; (d) any Building heating and cooling systems; (e) the cost of water, gas, electricity, telephone, and other utilities to service the common areas; (f) trash disposal, recycling, pest control services, property management, security services, the cost to repaint or repair the exterior of any structures, and the cost of any environmental inspections not attributable to a specific tenant; (g) reserves set aside for maintenance, repair, or replacement of common area improvements and equipment, including the Building; (h) Taxes (as defined in Section 10(b) below) excluding any Taxes directly assessed to any tenant) and any costs incurred in connection with appeals thereof; (i) the cost of any Insurance (as defined in Section 10(b) below) maintained by Landlord; (j) any deductible portion of any insured loss concerning the Building or the common areas; (k) management, accounting, administrative, attorney fees, and all other costs related to the operation, maintenance, repair, and replacement of the Property; (l) the cost of any reasonable capital improvement to the Building or the Property; (m) any other services provided by Landlord; and (n) all assessments under recorded covenants or master plans and/or by owners' associations. Nothing contained herein imposes any obligation on Landlord to provide any of the improvements or services listed above that are not already provided to the Property. Operating Expenses will not include any expenses paid by any tenant directly to third parties or expenses for which Landlord is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

b. Taxes and Insurance. As used herein, "Taxes" shall mean all taxes and assessments of any public authority against the Building and/or Property, the cost of contesting any tax, and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If, during the term of this Lease, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, that may be adopted to replace or supplement real property taxes shall be added to taxes for purposes of this Section. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay one hundred percent (100%) of such increase. Tenant agrees to pay all taxes assessed against its business

and/or personal property. As used herein, "Insurance" shall mean any insurance carried by Landlord during the Term relative to the Building and/or Property. Landlord will keep and maintain in force and for Landlord's sole benefit, a policy of property insurance covering the Building in such amounts and coverages as determined by Landlord in Landlord's sole discretion. Landlord shall also have the option of carrying comprehensive and loss of rent insurance on the Property. Such insurance shall be secured and maintained in a company or companies reasonably satisfactory to Landlord, shall be carried in the name of Landlord and shall name Landlord as the loss payee, and any deductible shall be in an amount acceptable to Landlord in its reasonable discretion. Landlord may also elect to carry commercial general liability insurance in coverages as determined by Landlord in Landlord's sole discretion.

11. Utility Charges. Tenant shall pay when due all utility charges of any kind furnished to the Premises during the Term, including without limitation electricity, natural gas, water, sewer, and telecommunications. If charges are not separately metered or stated, Landlord shall apportion the utility charges to the tenants on an equitable basis. If Tenant's use of the Premises causes the commonly metered utilities to increase, Landlord shall reapportion Tenant's charges to a fair and appropriate share. Landlord shall have no liability resulting from any interruption of utility services. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord shall have the exclusive right to choose the utility service providers to the Premises and may change providers at its discretion. Tenant shall cooperate with Landlord and the utility service providers at all times as reasonably necessary, and shall allow Landlord and utility service providers reasonable access to the pipes, lines, feeders, risers, wiring, and any other machinery within the Premises. Tenant shall not contract or engage any other utility provider without prior written approval of Landlord, which approval Landlord may withhold or condition in Landlord's sole and absolute discretion.

12. Parking. Tenant, its employees, and customers shall have the non-exclusive right to use any parking spaces, if any, as designated by Landlord on the Property. Under no circumstances shall trucks serving the Premises be permitted to block streets or other public access.

13. Tenant's Indemnification; Liability Insurance. Tenant shall indemnify, defend and hold Landlord and the Landlord Parties harmless from any claim, liability, damage, or loss arising out of (a) any activity on the Premises, (b) the use of the Building or the common areas serving the Building by Tenant or any Tenant Parties, (c) Tenant's failure to comply with any term of this Lease, or (d) Tenant's business. In no event shall Landlord or the Landlord Parties be responsible for any damage or liability caused by other tenants in the Building or other third parties. Tenant shall carry general liability insurance on an occurrence basis with combined single limits of not less than \$2,000,000, Tenant's insurance shall include employer's liability insurance and business auto liability insurance covering owned, non-owned, and hired vehicles with coverages of not less than \$1,000,000 and, if applicable, liquor liability or "dram shop" coverage, in addition to worker's compensation insurance and any other insurance required by law. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be canceled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

14. Casualty. "Major Damage" means damage by fire or other casualty to the Building or the Premises that causes the Premises or any substantial portion of the Building to be unusable, or that will cost more than twenty-five percent (25%) of the predamage value of the Building to repair, or that is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing to the Tenant within thirty (30) days after such date. If this Lease is not terminated following Major Damage, or if damage occurs that is not Major Damage, Landlord shall promptly restore the Premises to the condition

existing just prior to the damage, to the extent insurance proceeds are available to effect such restoration. Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises, and Tenant shall promptly restore all damage to tenant improvements or alterations installed or paid for by Tenant. Unless the casualty was caused by Tenant, rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not usable by Tenant. Landlord shall have no liability for any damage sustained or claimed to have been sustained by Tenant as a result of interruption of Tenant's business during the restoration period. Neither Landlord, nor any Landlord Parties will be liable to Tenant or any Tenant Parties for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are covered by property insurance, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. Landlord and Tenant grant this release on behalf of themselves and their respective insurance companies and each represents and warrants to the other that it is authorized by its respective insurance company to grant the waiver of subrogation contained in this Section. This release and waiver shall be binding upon the parties whether or not insurance coverage is in force at the time of the loss or destruction of property referred to in this Section.

15. Condemnation. If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. If this Lease is not terminated, then rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

16. Assignment and Subletting. Tenant shall not assign, sublease or transfer its interest under this Lease nor sublet the Premises without first obtaining Landlord's consent in writing, which consent shall be in Landlord's sole discretion. This provision shall apply to all transfers by operation of law or through mergers and changes in ownership and/or control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no one assignment or subletting shall be a consent to any further assignment or subletting. If Tenant proposes a subletting or assignment for which Landlord's consent is required, Landlord shall have the option of terminating this Lease and dealing directly with the proposed subtenant or assignee, or any third party. If Tenant assigns this Lease or sublets the Premises for an amount in excess of the rent called for by this Lease, such excess shall be paid to Landlord promptly as it is received by Tenant. Landlord may also require any subtenant to pay rent directly to Landlord.

17. Default. Any of the following shall constitute a default by Tenant under this Lease, each, an "Event of Default": (a) Tenant's failure to pay rent or any other charge under this Lease within ten (10) days when due; (b) Tenant's failure to provide or maintain the insurance required of Tenant pursuant hereto or failure of Tenant to comply with any Laws as required pursuant hereto within twenty-four (24) hours after written demand by Landlord; (c) Tenant's failure to execute the documents identified in Sections 20 and 22 within the time indicated therein; (d) Tenant's failure to comply with any other term or condition within ten (10) days following written notice from Landlord specifying the noncompliance; (e) Tenant's or Guarantor's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties; and (f) Tenant's abandonment of the Premises for more than ten (10) days.

18. Remedies for Default. If an Event of Default occurs, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- a. Terminate this Lease without relieving Tenant from its obligation to pay damages.
- b. Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.
- c. Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease equal to the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of nine (9%) percent per annum.
- d. Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest at the rate of nine percent (9%) per annum from the date of the expenditure.
- e. Recover reasonable costs of collection and other expenses incurred by Landlord in connection with Tenant's default hereunder, including reasonable attorneys' fees, regardless of whether or not a court action is commenced.

19. Surrender on Termination; Holdover. On expiration or early termination of this Lease, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out and paid, and surrender the Premises clean and free of debris inside and out, all signing removed and affected areas restored, and all repairs or remediation called for under this Lease completed. Tenant shall return the Premises to Landlord in the same condition as at Delivery, subject only to reasonable wear from ordinary use. In addition, Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be an abandonment of same, and Landlord may dispose of it in any manner without liability and at Tenant's cost and expense. If Tenant fails to vacate the Premises with all of its property removed when required, Landlord may elect either to treat Tenant as a tenant from month to month, subject to all provisions of this Lease except the provision for term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Rent for any holdover period shall be equal to twice the Base Rent in effect on the termination date, plus all additional rental, as defined herein, computed on a daily basis for each day of the holdover period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

20. Landlord's Liability. Landlord's liability under this Lease and otherwise shall be limited to Landlord's interest in the real property comprising the Premises. All parties dealing with Landlord must look solely to the real property comprising the Premises for the payment of any claim against Landlord or for the performance of any obligation of Landlord and none of the Landlord Parties shall have any personal liability for obligations entered into on behalf of Landlord (or its predecessors or successors in interest) and their respective properties. Landlord shall not be subject to the claims of any person in respect of any such liability or obligation or arising out of the acts, including criminal acts, of other tenants of the Building or third parties. In no event shall Landlord be liable for consequential damages.

21. Mortgage or Sale by Landlord. This Lease shall be subject to and subordinate to any mortgage, deed of trust, ground lease, master lease or land sale contract (hereafter collectively referred to as

encumbrances) now existing against the Building. At Landlord's option, this Lease shall be subject and subordinate to any future encumbrance, hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall, within ten (10) days of written demand, execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination so long as such subordination provides for a non-disturbance of Tenant's possession for so long as Tenant is not in default thereof. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to Tenant a written agreement to recognize Tenant's Lease, Tenant shall attorn to such purchaser and this Lease shall continue. If the Property is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the landlord under this Lease, and, provided the purchaser or transferee assumes all obligations under this Lease thereafter accruing, the transferor shall have no further liability hereunder.

22. Inspection. Landlord shall have the right to enter upon the Premises upon reasonable prior notice except in case of emergency to determine Tenant's compliance with this Lease, to make necessary repairs to the Building or the Premises, or to show the Premises to any prospective tenant, purchasers or lender, or to access any electrical rooms. Landlord shall have no liability for interference with Tenant's use because of such work or for any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance, repair or inspection, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Landlord shall have the right to erect on the Premises a suitable sign indicating the Premises are available during the last six (6) months of the Lease Term.

23. Estoppel Certificates. Tenant shall, within ten (10) days after notice from Landlord execute and deliver to Landlord a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches and any other matters that may reasonably be requested by Landlord. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon Tenant that the Lease is in full force and effect and has not been modified except as may be represented by Landlord. Such estoppel certificates may be relied upon by Landlord, Landlord's mortgagees and/or a potential purchaser of the Property and its mortgagees.

24. Financial Statements. Within ten (10) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements.

25. Security Interest. To secure the performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels and personal property which will be brought upon the Premises by Tenant, and all after-acquired property, replacements and proceeds. Landlord is authorized to prepare and file financing statements signed only by Landlord (as secured party) covering the security described above (but Tenant hereby agrees to sign the same upon request). Upon any default under this Lease by Tenant of any or all of Tenant's obligations to Landlord secured hereby shall, at Landlord's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Landlord under this Lease and the law, Landlord shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Landlord's security interest shall be subordinate to the lien or security interest of any vendor or lessor of equipment or chattels upon the Premises or of any lender taking or succeeding to a purchase money security interest thereon.

26. Mold. Tenant shall not allow or permit any conduct or omission at the Premises, or anywhere on Landlord's property, that will promote or allow the production or growth of mold, spores, fungus, or any other similar organism, and shall adopt housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms, and around outside walls) for mold prevention. Tenant waives any claim against Landlord from any liability caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises, and shall indemnify and hold Landlord harmless from any claim, demand, cost and expense (including attorney fees) arising from or caused by Tenant's failure to strictly comply with its obligations under this provision.

27. Security. Tenant may install a security system within the Premises with Landlord's written consent. Landlord will be provided with an access code to any security system and shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Building or the Premises at any time without notice. Landlord shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all reasonable security measures, if any, adopted by Landlord. Tenant shall not change any locks or locking systems to the Premises or Building without coordinating the same with Landlord.

28. OFAC. Tenant hereby represents and warrants that Tenant is not, nor any persons or entities holding any legal or beneficial interest whatsoever in such party are, (1) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (2) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (3) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

29. General Provisions.

a. Attorneys' Fees. In any litigation arising out of this Lease, including any bankruptcy proceeding, the prevailing party shall be entitled to recover its reasonable attorney fees at trial and on any appeal or petition for review. If Landlord incurs attorney fees because of a default by Tenant, Tenant shall pay all such reasonable fees whether or not litigation is filed. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all reasonable collection agency and other fees charged to Landlord in addition to rent, late charges, interest, and other sums payable under this Lease.

b. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

c. Quiet Enjoyment. So long as Tenant complies with all terms of this Lease and subject to the terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord.

d. Consent. Except where otherwise provided in this Lease, Landlord shall not unreasonably withhold its consent or approval; provided, however, that Tenant's sole recourse for unreasonably withholding Landlord's consent or approval shall be to seek injunctive relief, and in no event shall Landlord be liable for any monetary damages in connection therewith.

e. Waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

f. Successors and Assigns; Joint and Several Liability. Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns. Each party comprising Tenant shall be jointly and severally liable for Tenant's obligations under this Lease.

g. Notices. Notices between the parties relating to this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

h. Force Majeure. If performance by Landlord of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by governmental approvals, war, acts of terrorism, strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, governmental actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Landlord, performance by Landlord for a period equal to the period of that prevention, delay, or stoppage is excused.

i. Broker Commissions. Tenant covenants and represents that Tenant had no negotiations or agreements regarding the Building or the leasing of space with any broker, and Landlord shall not be responsible for any brokerage commissions except as otherwise agreed in writing by Landlord. Tenant agrees to indemnify, defend and hold Landlord harmless from any party claiming a commission by or through Tenant, except to the extent that Landlord has agreed in writing to pay such commission.

j. Guaranty. If a Guarantor is identified in Section 1 of this Lease, Tenant will cause Guarantor to execute a Lease Guaranty in the form provided by Landlord.

k. Entire Agreement; Severability. This Lease and the attached Exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties, except as expressly set forth in this Lease. Tenant is not relying on any representations other than those expressly set forth herein. If any provision of this Lease is held to be invalid, unenforceable or illegal the remaining provisions shall not be affected and shall be enforced to the fullest extent permitted by law.

l. Law/Jurisdiction. This Lease shall be governed by the laws of the State of Oregon, and each party hereto consents to the jurisdiction of the state courts in Hood River County, Oregon.

m. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed or delivered electronically or sent by other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

n. Exhibits and Additional Provisions. The following Exhibits are attached hereto and incorporated herein into this Lease:

- Exhibit A-1: Depiction of Premises
- Exhibit A-2: Legal Description of Property

Exhibit B: Additional Provisions

Exhibit C: Landlord Work

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the Effective Date.

LANDLORD:

PORT OF CASCADE LOCKS,
an Oregon Port District

Date: _____, 2023

By: _____
Name: _____
Its: _____

TENANT:

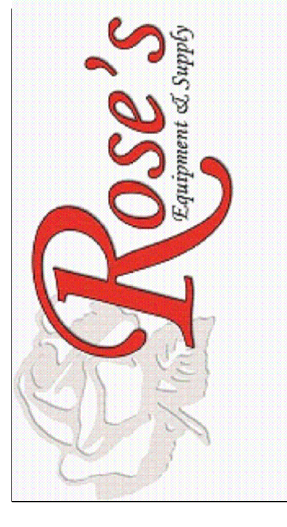
_____,
a _____

Date: _____, 2023

By: _____
Name: _____
Its: _____

REVISION	REMARKS	BY	DATE

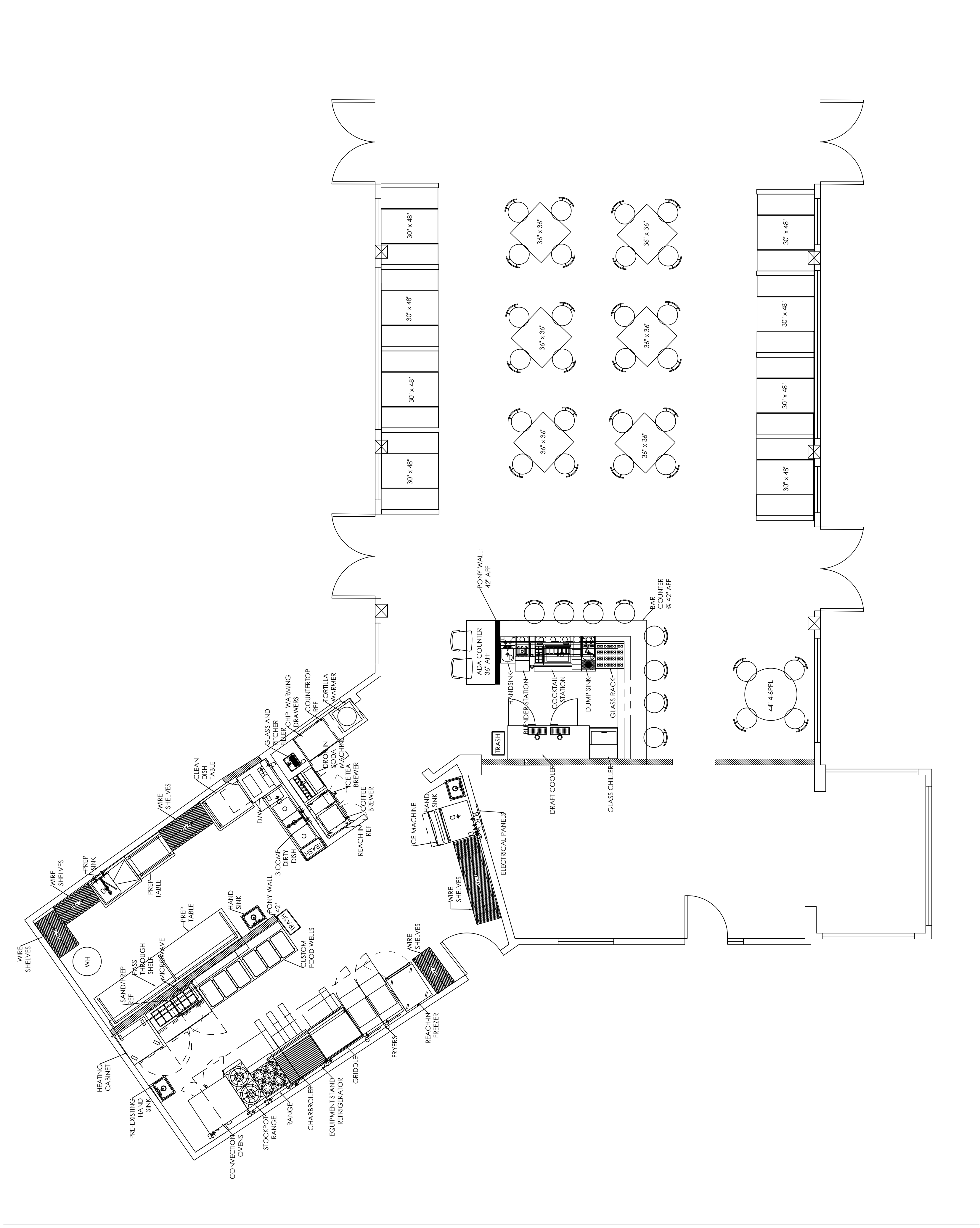
PROJECT NAME & ADDRESS:
 XTAPA
 STREET ADDRESS
 SUITE/UNIT #
 CITY/STATE/ZIP



FOODSERVICE
 EQUIPMENT
 PLAN

DRAWN: A. WRIGHT	CHECKED:
DATE: 21MAR2023	ARCH:
SCALE: 1/4" = 1'-0"	
SHEET NUMBER	

K-1



FOODSERVICE EQUIPMENT PLAN

1

SCALE: 1/4" = 1'-0"