

## LEASE

1. THIS INDENTURE of lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the CITY OF PORTLAND, OREGON, a municipal corporation, hereinafter called the Lessor; and Ray and Arlene Beach, Ernest C. and Dorothy M. Stempel and Dennis and Opal K. Beach, hereinafter called the Lessee.

## WITNESSETH

2. In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises as are situated in the City of Portland, County of Multnomah, and State of Oregon, known and described as follows:
3. A tract of land in Section 22, T1S, R1E, W.M., in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a stake in SW Macadam Avenue 22.16 chains north and 12.84 chains west of the southeast corner of the Thomas F. Stephens DLC, said stake also being the point of beginning of the description of that tract of land conveyed to the City of Portland by Warranty Deed recorded September 12, 1955 in Book 1744, at Page 290; thence N 79° E, 195 feet, more or less, to a point on the east side line of the Southern Pacific Railway Company right-of-way; thence northerly along said right-of-way 195.00 feet, more or less, to the northwest corner of said City of Portland tract and the true point of beginning; thence N 89°50' E along the south line of Willamette Oaks Park and its extension 665.43 feet to the west Harbor Line of the Willamette River as established in 1968; thence S 03°59'49" W along said Harbor Line 617.57 feet; thence S 11°43'38" E along said Harbor Line 135.00 feet; thence departing from said Harbor Line, S 51°49'40" W, 167.5 feet to mean low water line of the Willamette River; thence N 19°20' W, 140.00 feet; thence N 17°59' W, 110.00 feet; thence at right angles, S 72°01' W, departing from said mean low water line, 197.45 feet; thence S 18°32'14" E, 274.80 feet; thence S 67°39' W, 70.00 feet; thence N 22°21' W, 378.92 feet; thence N 76°52'04" E, 95.47 feet; thence S 18°32'14" E, 69.64 feet; thence N 72°01' E, 197.64 feet to said mean low waterline; thence N 17°59' W along said mean low water line, 65.00 feet; thence N 11°59' W, 388.69 feet to a point

which lies 153.00 feet south of, when measured at right angles, the north line of said City of Portland tract; thence, S 89°50' W parallel with said north line, 335.28 feet, more or less, to a point on said east side line of the Southern Pacific Railway Company right-of-way; thence northerly along said right-of-way 153.08 feet, more or less, to the true point of beginning.

4. Lessor shall take all actions necessary to maintain any title or leasehold rights it may have, as the case may be, to any submersible lands in the leased premises. Lessor shall assign or Lessee shall sublease from Lessor all such submersible lands within the lease boundaries by paying and being responsible for all costs of application, and for all rents, taxes or other charges attributable to such leased lands during the term of this lease.
5. TO HAVE AND TO HOLD the said described premises unto the said Lessee for a period of time commencing with the date of execution of this lease and ending at midnight of the day 30 years hence at and for a rental of the considerations specified below.
6. At the end of the term of this lease, if Lessee is not then in default, he shall have the right, at his option, to renew his lease of these premises for a period of ten (10) years immediately consecutive to the end of the initial lease term. If such option is so exercised and Lessee is not in default of the lease at the end of that renewal term, he shall then have the right, at his option, to lease the premises for a second immediately consecutive ten (10) year term. Exercise by Lessee of such renewal options shall be by written notice to Lessor not less than ninety (90) days and not more than one hundred

and eighty days (180) prior to the end of the immediately preceding lease term. Immediately following such notice, the parties shall promptly begin good-faith negotiations on the amount of money rent to be paid by Lessor for the renewal period in question. If the parties do not agree within forty-five (45) days on the amount of such rent, based upon then-prevailing market rates for similar properties, each party shall promptly appoint and employ an MIA-certified real property appraiser, with those two appraisers to then appoint a third such appraiser, with each party to pay one-half of his reasonable and necessary fees and costs. The amount of rent payable by Lessor during the option term in question shall be that agreed upon by at least a majority of those three appraisers. Such rent so set shall be paid on a monthly basis by Lessor. All of the other terms and conditions in effect during the initial lease term shall become effective for and during any such renewal lease term.

7. Lessee shall be permitted to use for the purpose of construction staging the balance of tax lot 9, Willamette Oaks Park and submerged and submersible lands adjacent thereto leased by the Lessor from State Lands Board not in the lease for a period not to exceed 18 months from the date of execution of this lease.
8. In the event Lessee is unable, despite all duly diligent and appropriate efforts to obtain, within one year of the execution of this lease, all permits necessary for his lease, improvement and operation of the moorage on these premises, as contemplated under this Agreement, then all provisions of this Agreement and all rights and duties of the parties

hereunder shall immediately terminate. However, if the parties, within such initial period of time, mutually and specifically agree in writing to either extend the period of time to obtain such permits, or to achieve the purposes of this Agreement by alternative performance making such permits unnecessary, then this Agreement and rights and duties thereunder shall not terminate until such period of extension has elapsed or such alternative mode of performance has become reasonably impractical.

CONSIDERATION FOR LEASE (Articles 9 through 24)

9. As and for consideration to Lessor for lease of these premises, Lessee shall convey and transfer to Lessor by fee simple Bargain and Sale Deed, the following real property:

Beginning at a point 175.0 feet North of the North of S.E. Spokane Street; at a point 750 feet West of the West line of S.E. Grand Avenue, said point also being the point of beginning of that certain tract described as Parcel 8 in Deed from Frank J. Miller, et ux, to Oregon Woodworks, Ltd., an Oregon Corporation, recorded December 29, 1944, in Book 895, page 113, Deed Records, thence North at right angles to S.E. Spokane Street, a distance of 236.32 feet (deed 235.0 feet) to an iron rod; thence West at right angles, 50.0 feet; thence North at right angles 225.0 feet to an iron rod; thence East at right angles 30.0 feet; thence North at right angles 250.0 feet to an iron rod in the North boundary line of that certain tract described in Contract of sale to East Side Mill & Lumber Co., recorded March 24, 1905, in Book 9, page 89, Miscellaneous Records; thence West along said North Boundary to an intersection with the Harbor Line of the Willamette River as established by the United State Engineer Department; thence Southeasterly along said Harbor Line to an intersection with the line drawn parallel to and 175.0 feet North of the North line of said S.E. Spokane Street, extended Westerly; thence East along said North line to the point of beginning; in the City of Portland, County of Multnomah and State of Oregon, EXCEPT any portion lying below low water line of Willamette River.

10. Lessee shall provide at his expense Title Insurance for the above described property, which policy shall insure the full value of the property and shall be in a form acceptable to the City Attorney.

11. Upon execution of this Agreement, Lessee shall deposit into escrow a fee simple deed to the abovementioned real property, naming Lessor as Grantee. Lessee shall instruct the escrow agent to hold said deed in escrow, to be delivered to Lessor only upon written instruction of Lessee.
12. Upon the obtaining of all necessary permits described in Paragraph 8, Lessee shall immediately instruct the escrow agent, in writing, to deliver said deed to Lessor, but only after Lessor's request. In the event all such permits are not obtained, or alternative performance not agreed upon, according to the provisions of Paragraph 8, the escrow agent shall return it to Lessee.
13. As and for additional consideration for this lease, Lessee shall pay Lessor a certain sum of money which shall be used by Lessor solely for the purpose of constructing greenway trail on tax lots 8, 9, 28, and 41 of Block A of Town of Sellwood. The sum so paid shall be that having the present value of \$ 10,400 at the date of execution of this lease, and shall be due and payable by Lessee, upon thirty (30) written notice from Lessor, no sooner than sixty (60) days and no more than three (3) years from the execution of this lease to the date of payment, based upon the effective interest rates for respective weekly sales of three month United States Treasury bills.
14. As and for additional consideration for this lease, Lessee shall pay Lessor a certain sum of money, which shall be used solely for the purpose of general site improvements to tax lots 8, 9, 28 and 41 of Block A of

the Town of Sellwood. The sum of money so paid shall be that having, at the date of execution of this lease, the present value of \$8,000. The date and exact sum of such payment, computation thereof and required demand by Lessor shall be in manner, as described in Paragraph 13. Notwithstanding, Lessor may elect, by written notice to Lessee, to require of and accept from Lessee services in lieu of and of value equal to said sum of money. Lessee shall furnish such services in general site improvements to the real property described in this paragraph, at the direction of Lessor, and shall do so with reasonable diligence.

15. Lessee shall construct to City of Portland Public Works standards on tax lots 8 and 9 of Block A of Town of Sellwood a 100 space parking lot for the use of the general public when not needed by park users under the following conditions:

- a. The parking lot shall be designated as "reserved for park users 6:00 p.m. to park closure weekdays, and all hours Saturday and Sunday".
- b. At least 20 spaces shall be designated "For Park Users Only, all hours, all days". Any right granted by this lease to the general public to use this parking lot expires at the end of the term of this lease.

The Lessee shall provide for structural maintenance of parking lot surface, subsurface and curbs. The Lessor shall provide for routine custodial care.

The parking lot shall be set back about 80' from the top of the bank adjoining the river the exact location to be agreed upon by Lessee and Lessor. This setback area shall be landscaped and maintained by the Lessee.

16. The parking lot and landscaped set-back area shall occupy a 125' strip of property whose Southerly boundary is the boundary between tax lot 5, Block B and tax lots 8 and 9 of Block A of Town of Sellwood, whose Northerly boundary is 125' from and parallel to its Southerly boundary, whose Westerly boundary is the Westerly boundary of tax lot 8, Block A, Town of Sellwood and whose Easterly boundary is the Easterly boundary of tax lot 9, Block A, Town of Sellwood. All improvements to this property shall be approved in advance by the City in accordance with City of Portland Public Works Standards.
17. Construction shall commence within two years of execution of this lease and shall be completed within 6 months of commencement unless the deadline is extended in writing by the Lessor for the reason that park development has not progressed sufficiently to require parking.
18. Lessee, in the course of redeveloping tax lot 5, Block B, Town of Sellwood, will provide parking to support said redevelopment. It is anticipated that redevelopment of this parcel will commence within two years of execution of this lease. Upon redevelopment, Lessee will not restrict park users from utilizing this parking area unless said parking is in conflict with the parking needs of the commercial and other users contemplated for said parcel. By allowing the public to use the parking area, Lessee is not relinquishing any of his property rights.
19. Lessee agrees to provide a sewer connection at the Southerly boundary of tax lot 9, Block A, Town of Sellwood, adequate to serve a gravity flow sewer system to support 12 toilets and 12 basins, when Lessee installs

sewer system to support the redevelopment of said property. It is contemplated that this system will be installed within two years from the commencement of this lease. If the sewer system must be installed in advance of this schedule to support the proposed park development program, Lessor must give Lessee at least 6 months advance notice of this requirement to allow Lessee an adequate period to install an appropriate sewer system. Lessor shall be responsible for its own sewer connection fees if any, as well as on-going sewer service charges.

20. Lessee shall provide a floating sewer easement across tax lot 5, Block B, Town of Sellwood. Lessee shall have the right to relocate said easement from time to time at Lessee's expense upon written approval by Lessor.
21. The Lessee shall construct a greenway trail on the Willamette Moorage Site from Miles Place to the northern end of the houseboat parking lot generally following the alignment illustrated in exhibit A. The trail is to be completed by Lessee within six (6) months of the completion of the moorage or within eighteen (18) months of execution of this lease, whichever is sooner, unless City elects to construct the trail. Lessee shall allow City of Portland access to leased portions of the site to allow for improvements associated with greenway development.

Specifications of the greenway trail are attached as Exhibit B. By mutual agreement, the Lessee may provide the cash value of the trail construction to Lessor in lieu of construction.

22. Lessee shall construct to City standards an entry street on public right-of-way across the railroad tracks and in tax lot 9 Willamette Oaks



Park, a distance of approximately 300'. Lessor shall provide the required right-of-way. The roadway shall be paved, curbed on both sides and have a standard 5' sidewalk on one side. Lessee shall protect the Railway grade crossing as required by the Oregon State Commissioner of Public Utilities.

23. Within 5 years of the effective date of the lease, lessee shall construct and maintain a landscaped area for public use on the northern portion of tax lot 6, Willamette Oaks Park within the boundary of lease. All improvements in this area must be reviewed and approved by the Lessor, whose approval will not be unreasonably withheld. Use of this area for parking will be stopped by the Lessee when the new parking area within the lease area to the South is completed.
24. Demolition and removal. At the execution of this lease, the lessee shall become responsible for demolition and removal of all existing improvements on the leased site and on the balance of tax lot 9, Willamette Oaks Park and on the submerged and submersible lands adjacent thereto, which improvements are not to be incorporated by the lessee in to the moorage redevelopment. All costs shall accrue to the lessee.

#### COVENANTS (Articles 25 through 70)

25. IN CONSIDERATION of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other as follows:

26. Upon the execution of this Agreement, Lessee shall with reasonable diligence, construct and thereafter, during the entire term of this lease, operate a moorage upon these premises. Use of the premises shall be restricted to berthage and storage of vessels and residential houseboats, and directly related support activities, including but not limited to provision of a management office, tenant clubhouse, dryland motor vehicle parking and access, and dryland greenway trail and landscaping. Lessee shall not assign, sublease, or license any portion of these leased premises without the prior written consent of Lessor, except as otherwise specifically provided in this Agreement.
27. Lessee shall have present on the leased site at any one time no more than 37 houseboat structures and within these 37 structures there shall be no more than 41 living units. A living unit for purposes of enforcing the 41 unit limit shall be considered as one separable, rentable, saleable or occupiable unit in an apartment structure, condominium or residence.
28. Boat moorage shall not be provided for other than houseboat residents. No more than one boat slip shall be allowed per living unit.
29. Lessee shall have the absolute right to assign his lease of these premises to James B. Neuman. No other, including subsequent assignments of this lease shall be made without the prior written consent of Lessor, which shall not be unreasonably withheld. In granting or denying such consent to assignment, Lessor shall consider only the managerial experience and relative financial condition of any proposed assignee.

30. Lessee or assigns shall not sublease any portion of these leased premises or grant license for use thereof, without prior written consent of Lessor, except for subleases of moorage and berth space for residential houseboats and vessels, to owners, lessors and residents of residential houseboats actually moored or berthed on the leased premises. Choice of sublessees and standards for houseboats and vessels present on the leased premises shall conform to other provisions of this Agreement.
31. No such sublease shall relieve Lessee of his obligation hereunder. Each sublease shall contain a provision to the effect that the rights of the sublessee thereunder are subject to the terms and conditions of this Agreement.
32. Assignment. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this lease or in the Premises without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, or encumbrance, without such consent shall be void and shall constitute a breach of the lease. In the case of any transfer of Lessee's interest in this lease or in the Premises from Lessee by merger, consolidation, or liquidation, Lessor's consent shall not be required for an assignment of this lease by Lessee to any corporation with which Lessee is affiliated by common ownership but no such assignment shall relieve Lessee of its obligations under this lease.

33. Any mortgagee shall have the right at any time during the term of this lease: To do any act required of Lessee, and all acts done or performed shall be effective to prevent forfeiture of Lessee's rights under this lease as if the act or acts had been done or performed by Lessee; and
34. To rely on the security afforded by the Leasehold estate and to acquire and succeed to the interest of Lessee by foreclosure, whether by judicial sale, power of sale contained in any security instrument or deed given in lieu of foreclosure.
35. If mortgagee has requested in writing a notice from Lessor of any default by Lessee under this lease, Lessor shall give written notice to mortgagee by registered or certified mail, at the place requested by mortgagee, before exercising any right or remedy under this lease on account of Lessee's default, and Lessor shall not exercise any right or remedy if mortgagee shall cure or commence and pursue with diligence correction of any default within 30 days after service on mortgagee of written notice from Lessor of Lessor's intention to exercise any right or remedy under this lease.
36. In the event a default is not susceptible to being cured by mortgagee, such default shall be deemed cured if mortgagee shall proceed in a timely and diligent manner to accomplish foreclosure of Lessee's interest and shall pay all money obligations under this lease.
37. Rights of Mortgagee in Event of Default Under Mortgage. Any provision of this lease to the contrary notwithstanding, any mortgagee may enforce a

mortgage and acquire title to the leasehold estate in any lawful manner and may, pending foreclosure of any mortgage, take possession of and rent the Premises, and upon foreclosure may, with consent of Lessor, sell, transfer or assign the leasehold estate or sublet the Premises.

38. Surrender of Lease. Until such time as the indebtedness of Lessee to a mortgagee who has notified Lessor in writing of the existence of a mortgage shall have been satisfied, Lessor shall not, without the prior written consent of the mortgagee, accept any surrender or consent to any modification or assignment of this lease, any part or portion of the lease term or any interest therein.
39. The Lessee will not make any unlawful, improper or offensive use of the premises; and will not suffer any strip or waste thereof nor permit any objectionable noise or odor to escape or to be omitted from said premises, or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance.
40. Lessee shall comply at Lessee's own expense with all applicable laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.
41. The Lessor shall work with Lessee to obtain the required permits and zone changes for occupation and development of the lease site, but shall not guarantee. No condition, requirement or stipulation of this Lease shall bind the Portland City Council in any land use deliberation.

42. All improvements made by Lessee on and around the leased premises shall conform to:

- a. The guidelines for Floating Homes and Related Moorage which have been agreed upon by the parties, and which are attached hereto as Exhibit C, and incorporated herein by reference;
- b. Any design guidelines adopted by Lessor as of the date of relevant improvements, and any such guidelines adopted thereafter, subject to the right of Lessor to contest the retroactive application thereof;
- c. Any construction standards adopted by Lessor's Bureau of Buildings for all moorings and houseboat structures, as of the date of relevant improvements, and any such standards adopted thereafter, subject to the right of lessor to contest the retroactive application thereof.

43. Lessee shall exercise due diligence in pursuing construction in accordance with the timeline attached as Exhibit D.

44. Lessee shall bear all costs of complying with requirements imposed as part of obtaining permits or zone changes.

45. Lessee shall be responsible for all demolition, development, construction, repairs and maintenance of the premises, and Lessee shall correct any disrepair.

46. Lessee shall submit to the Lessor detailed plans and specifications for any and all upland improvements including those required by this lease and shall not begin construction until Lessor provides written approval. Lessor shall review submissions promptly and in light of the Guidelines for Floating Homes and Related Moorage (Exhibit C) and customarily used park construction standards.
47. Subsequent to initial construction of moorage, Lessee shall not make any alterations, improvements, or additions on or about the leased premises, except for alterations not exceeding \$5,000 in material and labor costs, without the prior written consent of Lessor, which shall not be unreasonably withheld. As a condition for such consent, Lessor may reasonably require Lessee to remove any such alterations, improvements, additions or utility installations at the expiration of the lease term, and to restore the leased premises to their prior condition.
48. Upon the expiration of the lease, all improvements and alterations appurtenant to City property will become the property of the City except as specifically agreed otherwise in writing by the parties.
49. Unless Lessor requires their removal, as set forth in Article 47, all alterations, improvements or additions which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Article, Lessee's personal property other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Article 60 below.

50. The Lessee shall pay for all heat, light, water, power and other services or utilities used in the above-demised premises during the term of this lease.

51. Insurance: Lessee shall keep the premises insured in accordance with the following provisions:

- a. Insuring Party: As used in this Article, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party in this case shall be designated. Whether the insuring party is the Lessor or the Lessee, Lessee shall pay the cost of all insurance required hereunder.
- b. Liability Insurance. Lessee shall file with the City Auditor, in a form and with a company to be approved by the City Attorney, a public liability and property damage insurance policy with policy limits of not less than the maximum limits of liability of municipal bodies or their officials set forth in ORS 30.270, as such statute shall be amended or replaced from time to time. Such insurance shall be for the protection of the City, its officers and employees for any claim or claims for personal injury or property damage asserted against the City, its officers or employees due to the construction, maintenance or use of the facilities. If Lessee already has a policy of insurance meeting the above provisions as to amount, a certificate of insurance or certified copy of such policy may be furnished provided that a rider, endorsement or other provision is supplied making such



insurance in force and effect during the term of this lease. Said policy shall carry an endorsement providing that the policy may not be cancelled without thirty (30) days' prior notice to the City.

Coverage shall include the City and its officers, agents and employees as additional insureds. If the Lessee shall fail to procure and maintain said insurance, the Lessor may, but shall not be required to procure and maintain the same, but at the expense of Lessee.

c. Property Insurance. The insuring party shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (mischief, theft, earthquake, flood, volcano eruption, and all other special extended perils in conformance with the City of Portland's all risk property insurance coverage). Said insurance shall provide for payment for loss thereunder to Lessor or to the holder of a first mortgage or deed of trust on the Premises. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee.

d. Insurance Policies. The insuring party shall deliver prior to possession to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy

shall be cancellable or subject to reduction of coverage or other modification except after ten days' prior written notice to Lessor. If Lessee is the insuring party, Lessee shall, within ten days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Article "c" above. Lessee shall forthwith, upon Lessor's demand, reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase in the cost of insurance. If Lessor is the insuring party, and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

- e. Waiver of Subrogation. Lessee and Lessor each waives any and all rights to recover against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

f. Hold Harmless. Lessee shall indemnify, defend and hold Lessor harmless from any and all claims arising from Lessee's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by lessee in or about the Premises and shall further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach of default in the performance of any obligation on Lessee's part to be performed under the provision of this lease or arising from any negligence of Lessee or any of its agents, contractors, employees, or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Lessee hereby waives all claims in respect thereof against Lessor, excepting where said damage arises out of negligence of Lessor.

52. Before commencing any work relating to alterations, additions and improvements affecting the Premises, Lessee shall notify Lessor in writing of the expected date of commencement thereof. Lessor shall then have the right at any time and from time to time to post and maintain on the Premises such notices as Lessor reasonably deems necessary to protect the Premises and Lessor from mechanics liens, materialmen's liens or any other liens. In any event, Lessee shall pay, when due, all claims for labor or materials furnished to or for Lessee at or for use in the Premises. Lessee shall not permit any mechanic's or materialmen's liens to be levied against the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to Lessee's agents

or contractors in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of Lessee.

53. Real Property Taxes.

- a. Payment of Taxes. Lessee shall pay all real property taxes applicable to the Premises during the term of this lease. All such payments shall be made at least ten days prior to the delinquency date of such payment. Lessee shall promptly furnish Lessor with satisfactory evidence that such taxes have been paid. Lessee agrees to pay real property taxes for any year in which his use of the property has caused such taxes to be assessed against the property. If Lessee shall fail to pay any such taxes, Lessor shall have the right to pay the same, in which case Lessee shall repay such amount to Lessor together with interest.
- b. Definition of "Real Property" Taxes. As used herein, the term "real property tax" shall include any form of assessment, license fee, rent tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income therefrom, or as against Lessor's business of leasing the Premises, and Lessee shall pay any and all charges and fees which may be imposed by the EPA or

other similar government regulations or authorities. For the purpose of this definition houseboats are considered personal property; Lessee shall not be responsible for real property taxes levied thereon.

- c. Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by mutual agreement from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.
- d. Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon leasehold improvements and all other personal property of Lessee contained in the Premises or elsewhere. Lessee shall cause said leasehold improvements and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee within ten days after receipt of a written statement setting forth the taxes applicable to Lessee's property.
- e. Assessments. Lessee shall pay any assessments made against the Premises during the lease term. Lessor shall notify Lessee of any such assessments. If the assessment is payable in installments, Lessee may make application therefor in Lessor's name as Lessor's attorney-in-fact and in such case shall be obligated to pay those

installments falling due during the original or any extended term of this lease.

f. Objection to Validity or Amount of Taxes or Assessments. Lessee shall be entitled to contest in good faith the amount of any tax or assessment, provided Lessor's interest in the Premises is not jeopardized because of nonpayment. Lessor will cooperate with Lessee in connection with such contests and will execute documents and allow the contest to be conducted in Lessor's name wherever necessary and reasonable. Any rebate received by Lessor on account of any tax or assessment paid by Lessee shall be immediately paid to Lessee.

54. Lessee shall work with the existing houseboat owners or their tenants at Standard Moorage and Marina West to find alternative housing during the construction period of the proposed moorage. Prior to construction, Lessee shall provide at current market rates or less facilities for temporary moorage of said houseboats.

55. Owners of houseboats of record of Marina West, Standard Moorage and Watery Lane as of the date of execution of this lease shall be given by the Lessee the right-of-first refusal of space in the to-be-developed marina. These owners shall have the same rights and responsibilities as to their entrance into and tenancy in the marina as are established for the marina as a whole.

56. This Lease does not grant any rights of access to light and air over the property.

57. It shall be lawful for the Lessor, its agents and representatives at any reasonable time to enter into or upon said demised premises for the purpose of examining the condition thereof, or for any other lawful reason.
58. In the event the Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the Lessor upon the giving of 30 days prior written notice.
59. Lessee's Obligations. Lessee shall during the term of this lease, keep in good order, condition and repair, the Premises and every part thereof, structural or non-structural including landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Lessor shall incur no expense nor have any obligation of any kind whatsoever in connection with maintenance of the Premises, and Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this lease because of Lessor's failure to keep the Premises in good order, condition and repair. Lessee may request the Lessor assume liability and maintenance responsibility for the greenway trail if appropriate under City Code 33.77.124.

60. Surrender. On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in good condition. Lessee shall repair any damage to the Premises occasioned by its use hereof, or by the removal of Lessee's personal property pursuant to Article 49 above.

61. Defaults. The following provisions shall apply to any defaults:

Defaults are defined as the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this lease to be observed or performed by Lessee, or where such failure shall continue for a period of thirty days after written notice thereof from Lessor to Lessee.

However, that if the nature of Lessee's default is such that more than thirty days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty day period and thereafter diligently pursues such cure to completion.

62. Remedies in Default. In the event of any such default or breach by Lessee, Lessor may at any time thereafter with or without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Terminate Lessee's rights to possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises and expenses of reletting.



- b. Maintain Lessee's right to possession, in which case this lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this lease.
- c. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State in which the Premises are located.
63. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty day period and thereafter diligently prosecutes the same to completion.
64. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action, and in the event any appeal is taken from any judgement or decree in such suit or action, the losing party agrees to pay such further sum which the appellate court shall adjudge reasonable as prevailing party attorney fees on such appeal. The Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees, that shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

65. Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered of a continuing waiver and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
66. Waivers. No waivers by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision.
67. Lessor's Rights. If Lessee fails to perform Lessee's obligations, Lessor may at its option (but shall not be required to) enter upon the Premises, after 30 days prior written notice to Lessee and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of ten percent per annum shall become due and payable to Lessor.
68. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind as the circumstances may require, the heirs, executors, administrators, successors and so far as this lease is assignable by the terms hereof to the assign of such parties.
69. Any notice required by the terms of this lease to be given by one party hereto to the other, or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails, with postage fully prepaid and if intended for the Lessor herein,

then addressed to said Lessor at City Auditor, City Hall, 1220 SW 5th Avenue, Portland, Oregon 97204, and if intended for the Lessee then addressed to the Lessee: Ernest C. and Dorothy M. Stempel, 520 S.W. Stark, Portland, Oregon, 97204. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof 48 hours after the deposition thereof in said U.S. Registered Mails.

70. Eminent Domain.

- a. Partial Taking. If a portion of the Premises is condemned and subparagraph "b" below does not apply, the lease shall continue on the following terms: (1) Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation, except as provided in subparagraph (2) in this section. (2) Lessee shall proceed as reasonably as possible to make such repairs and alterations to the Premises as are necessary to restore the Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation. Lessor shall make the proceeds of the condemnation award available to Lessee for payment of the cost and expense of such repairs and alterations, provided, however, that such proceeds may be made available to Lessee subject to reasonable conditions including, but not limited to, architect's certification of costs and retention of a percentage of such proceeds pending final notice of completion.
- b. Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use which Lessee was then making of the Premises,

this lease shall terminate as of the date the title vests in the condemning authority or such earlier day as the condemning authority may take possession of the Premises. In such event the proceeds of condemnation shall be divided between the parties based upon the appraised value of their relative interests.

- c. Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain, in the face of a threat or probability of the exercise of that power, shall be treated for the purposes of this Article as a taking by condemnation.

GENERAL CONDITIONS (Articles 71 through 78)

71. Severability. The invalidity of any provision of this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
72. Time of Essence. Time is of the essence.
73. Captions. Article and paragraph captions are not a part hereof.
74. Incorporation of Prior Agreements, Amendments. This lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This lease may be modified in writing only, signed by the parties in interest at the time of the modification.
75. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

76. Covenants and Conditions. Each provision of this lease performable by Lessee shall be deemed both a covenant and a condition.
77. Binding Effect, Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions above, this lease shall bind the parties, their personal representatives, successors and assigns. This lease shall be governed by the laws of the state where the Premises are located.
78. Lessee acknowledges letters of intent to enter into a long term commitment with James B. Neuman, for development of the Willamette Moorage site as recorded in the Multnomah County assessors office, Book \_\_\_\_\_, Page \_\_\_\_\_, on \_\_\_\_\_.

79. IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date hereinabove written, the City of Portland acting by its Commissioner of Public Affairs and Auditor.

CITY OF PORTLAND

BY \_\_\_\_\_  
Commissioner of Public Affairs

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Ray and Arlene Beach

\_\_\_\_\_  
Ernest C. and Dorothy M. Stempel

\_\_\_\_\_  
Dennis and Opal K. Beach

STATE OF OREGON                    )  
County of Multnomah               ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 1983, personally appeared before me CHARLES JORDAN and JEWEL LANSING who being duly sworn did say that they are the Commissioner of Public Affairs and Auditor, respectively, of the City of Portland, a municipal corporation of the State of Oregon, and the foregoing instrument was signed on behalf of said municipal corporation by authority of its Council and did acknowledge said instrument to be its voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires:

STATE OF OREGON )

County of Multnomah )

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 1983, by Ray and Arlene Beach, Ernest C. and  
Dorothy Stempel and Dennis and Opal K. Beach, personally known to me to  
be their voluntary act and deed.

\_\_\_\_\_  
My Commission expires:

7-7-83  
FRH:jke

## WILLAMETTE MOORAGE

## GUIDELINES FOR FLOATING HOMES AND RELATED MOORAGE

Purpose - It is the purpose of the provisions of this contract to provide minimum standards to safeguard life, limb, property, and public welfare by regulating the design, construction, location, relocation, maintenance, quality and use of materials, use and occupancy of floating homes (houseboats), including their walks and ramps, and the moorage used in conjunction therewith.

Scope - The provisions of this contract shall apply to all floating structures, their constructions, location, relocation, maintenance, and use and occupancy. Registered or documented vessels are exempt from the construction provisions of this agreement except that sewage and garbage shall not be discharged into or in any manner allowed to enter the navigable waters of the United States or tributaries thereof.

DEFINITIONS

Berth - See mooring site.

Floating Home - Is a floating structure used whole or in part as a dwelling unit and for the purposes of this contract, is classified as an R3 occupancy.

Garbage - Means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and serving of food plus other household waste.

Houseboat - See floating home.



Mooring - Shall mean the fixing of a floating home in one location temporarily or permanently by anchoring, grounding, or any other means.

Moorage - Is a site used for the mooring of one or more floating homes, vessels or other structures and includes the land area used in conjunction therewith.

Mooring Site - Is a site within a moorage which is designed to be used, or which is used for the mooring of floating homes or any occupied floating structure.

Owner - Is James B. Neuman, the developer of the moorage or his assigns.

Tenant - Is the owner of a houseboat.

#### REGULATION FOR FLOATING HOMES

General - Floating homes shall comply with those specific regulations herein as well as other regulations, for each occupancy, of the State of Oregon Specialties Code, as adopted by the City of Portland, and all other applicable regulations, codes, and ordinances regulating the location, design, construction, use and occupancy of such buildings, and the required installations therein. Where conflicts exist between these specific regulations and other regulations, the specific shall apply unless any applicable governmental regulation is more restrictive.

Construction Permits - The owner shall obtain all building, plumbing, electrical and other permits, as may be necessary to construct the moorage site and moorage, from the City of Portland and shall pay all fees required by such permits. The tenant shall obtain all building, plumbing, electrical, heating and ventilating permits, as necessary to construct, alter, add to, repair or move their floating home, from the City of Portland and shall pay all fees required by such permits.

The owner shall be responsible for obtaining all other permits or approvals as may be required by the Federal, State or City government, and shall do so prior to commencing any construction.

Plumbing - All plumbing and plumbing systems in every floating structure shall be installed in conformity with Title 25, Plumbing Regulations, Code of the City of Portland. No garbage or sewage shall be discharged into or in any other manner be allowed to enter the waters within the City from any building or structure unless such garbage or sewage has been treated or otherwise disposed of in a manner approved of by the Director of the Bureau of Buildings and other regulating agencies.

Structural - All new construction, demolition, or removal of floating structures, or alterations thereto, shall conform to the requirements of this agreement and applicable regulations of the City of Portland. Floating homes moved into the City shall comply with Section 104(e) of the State Building Code. All floating homes shall comply with Title 29, Housing Regulations.

Heating and Ventilating - All heating, ventilating, comfort cooling systems shall be installed in conformity to the requirements of Title 27, Code of the City of Portland.

Abatement of Dangerous Building - The provisions of Chapter 24.55 Abatement of Dangerous Buildings, Title 24, Building Regulations of the City of Portland shall apply to all dangerous floating structures which are now in existence or which may hereafter become dangerous.

Moorage Lighting - Every floating home moorage, and the walkways to every floating home site, shall be illuminated by lights designed, constructed, and maintained to provide a minimum average illumination on said walkways of five foot-candles of light intensity. The lowest foot-candle value at any point on said walkways shall be not less than one-half the average value.

Fire Protection - Floating home moorages shall be provided with fire extinguishing equipment as follows:

- a) Portable Fire-Protection Equipment - One fire extinguisher, 2A, 20-B:C rating minimum, shall be provided in each hose station required. The Fire Marshal of the City of Portland shall designate the type and number of all other fire appliances to be installed and maintained in each floating home moorage.

b) Standpipes - All portions of floats exceeding 250 feet in distance from land mobile fire apparatus access and marine service stations shall be provided with an approved wet standpipe system installed in conformity with applicable standards set forth in U.B.C. Standard No. 38-3 and Article 10 of the City of Portland Fire Code.

1. Hose stations shall be so spaced as to provide protection to any portion of floats or floating vessel. Hoses shall be labeled "FIRE HOSE-EMERGENCY USE ONLY". All equipment shall meet the approval of the Fire Marshal of the City of Portland.
2. At the shore end, the waterline shall be equipped with a double 2 1/2" City Fire Department connection.

Water Service Connections - Every floating moorage shall have a lawfully installed water service connection and shall provide water service piping securely fastened and stabilized above water, from such water service connection to an outlet connection at each floating home site within a floating home moorage. The water piping in every floating home in a floating home moorage shall be connected to the water service outlet serving such floating home and such connection shall be securely fastened and stabilized above high water line. Water service connections and water service piping shall be constructed, installed, and maintained in accordance with applicable standards established by or pursuant to ordinances.

Public Sewer Connection - Every floating home moorage shall have a lawfully installed connection to a public sewer.

Local Side Sewer System - Every floating home moorage shall provide a local side sewer system for the collection of sewage from every floating home in such moorage. Such local side sewer system shall be at each floating home site, and shall be constructed, installed, and maintained in accordance with

this and all other applicable ordinances regulating the construction, alteration, repair, and connection of side sewers.

Connection to Local Side Sewer System - Every floating home in a floating home moorage which is required to have a lawfully installed connection to a public sewer shall be connected to the local side sewer system and no owner or operator of such a floating home moorage shall permit to be moored at such moorage under his control any floating home which is not lawfully connected to the local side sewer system. It is unlawful for any person to use, occupy, or let any floating home for human habitation unless the same is lawfully connected to the sewer system.

Garbage Disposal - Every floating home moorage shall be provided with adequate garbage storage and collection of facilities which shall be located in an accessible place on the moorage site, and no garbage or refuse therefrom shall be thrown or dumped into the waters.

Electrical Service and Wiring - Electrical service to floating homes and floating home moorages shall be provided as approved by the serving utility. Electrical wiring and equipment in every floating home shall conform to residential occupancies and no floating home shall be permitted to connect or reconnect to the utility's distribution system unless approved for such connection by the Building Official in accordance with the Portland Electrical Code. All wiring shall be installed and properly protected to prevent any leakage of electrical energy into adjacent waters.

Zoning - Floating structures are to meet the requirements of Title 33, Zoning Regulations. The area governed by such regulations shall extend to the harbor line.

All housing, plumbing and electrical violations shall be corrected within a time period of up to 12 months, the time extension being based upon the severity of the violations as determined by the Director of the Bureau of Buildings.

## STRUCTURE DESIGN AND LAYOUT

General - The piling, walkways, mooring devices, floatation systems and other structures, except floating homes and their floatation devices, shall be designed by an engineer or architect registered in the State of Oregon and who is experienced in this manner of work.

Design - All structures shall be designed in conformance with all applicable sections of the Oregon State Structural and Fire Life Safety Code, except as follows:

- 1) Layout and Design Guidelines for Small Craft Berthing Facilities shall be utilized as a general guideline and specifically utilized for loading criteria and in the layout of walkways and gangways.  
(Guidelines attached)
- 2) Ramps, Walks and Walkways. Minimum 2' wide walks shall be provided around all floating homes. Walks and walkways shall have a non-slip surface. Ramps shall have a non-slip surface or surface cleats securely fastened in place. The maximum walk ramp slope shall be 1' vertical to 2' horizontal.
- 3) Mooring Devices. Every floating structure shall be moored with devices with a capacity to hold the structure in place at all times. All such devices shall have an obvious means of emergency release.
- 4) Guardrails and Handrails. Guardrails and/or handrails shall be provided as per the State Building Code. For the application of the regulations, either land or water shall be deemed to be the adjacent surface.
- 5) Distance Between Floating Homes. A clear space of at least eight feet will be provided between adjacent structures measured from building wall line horizontal to wall line. Roof eave projections shall be no closer than 48".

- 6) Framing Material and Hardware - All framing lumber less than 12" above the water line shall be pressure treated with a Portland Bureau of Buildings approved preservative. All framing hardware shall be hot dipped galvanized or non-corrosive metal. All plywood shall have exterior-type adhesive, all exposed plywood shall be exterior grade, all plywood at deck level or below shall be marine grade.
- 7) Thermal Insulation - Thermal insulation shall be required as per Chapter 53 of the State Building Code. Floor insulation shall be of a type approved for damp location. A moisture barrier of #15 felt shall be required between the underlayment and the subfloor.
- 8) Under Floor Ventilation - All floatation systems, when constructed of wood, shall be unobstructed except for structural members, from the bottom of the floor joist or beams to the water.

Floatation For Floating Homes. Floating homes shall be constructed and maintained to provide a floatation system that is level, supports all actual dead loads and has a free-board as measured from the waterline to the top of the lowest floor or deck of not less than 1'-2". The floatation devices shall be structurally sound and securely integrated with other framing.

ARCHITECTURE AND APPEARANCE

Architectural Control - In order to ensure that Willamette Moorage will remain a residential area of high standards and quality, an Architectural Committee composed of three persons one of which will be the owner or his representative and two will be selected by the tenants, will be formed. The Committee shall have the authority and responsibility to control every matter which affects the exterior appearance of the moorage and any floating home, float, structure, or improvement of any kind, or landscaping which may be part of or connected in any way to the moorage. No floating home, float, structure, or improvement of any kind, or landscaping may be connected in any to the moorage nor may it be altered or changed in any way after it has been connected to the moorage, without the prior written approval of the Committee.

Architectural Guidelines - The following criteria shall serve as guidelines for the Architectural Committee; however, the Committee has the authority, in its sole discretion, to approve or disapprove any particular floating home, float, or other structure notwithstanding that it does or does not meet a particular guideline:

- a) No floating home may exceed 26 feet in height from the water. Deck railings, fences, or other protrusions from the roof of the floating home shall be included in this height limitation.
- b) The minimum square feet of the first floor of any floating home shall be 75 percent of the square feet of the float upon which it is constructed. The maximum square feet of any third story of a floating home shall be 25 percent of the square feet of the first floor. In no event shall a floating home cover in excess of 1800 square feet of water inclusive of float, decks, and roof overhang without the written approval of the owner. No houseboat shall be over 25 feet wide without the written consent of the owner. The conditions in this paragraph do not apply either to attached tender houses or to floats.

- c) All exteriors of houseboats shall be finished in a tasteful manner and the finish of each houseboat shall be compatible with its neighboring houseboat. If the exterior of a houseboat is stained or painted, the finish shall be kept in good condition. No metal siding shall be allowed without the approval of the architectural committee. The architectural committee shall have final say in any dispute over type or color of exterior finish.
- d) The side of the floating home that faces the walkway side of the slip shall contain windows, indented entryways, exterior flower boxes, or other appropriate treatment so as to establish a visually pleasing facade, unless otherwise approved in writing by the Architectural Committee.

Additional Authority of Architectural Committee - The Architectural Committee shall have authority to establish and enforce the following rules:

- a) No wiring for electrical or telephone installation, television antennae, machines or air conditioners, or similar devices shall be installed on the exterior of a float or floating home except as authorized by the Architectural Committee. No exterior window guards, awnings, or shades, no exterior lights or noise-making devices shall be installed except as authorized by the Architectural Committee.
- b) No advertisements, posters, or signs of any kind shall be displayed to the public view on or from the moorage, floating homes, or floats except as authorized by the Architectural Committee.
- c) The Architectural Committee may regulate the nature and appearance of items on the floats and floating homes which are visible from the walkways or from other floats or floating homes on the river.



### USE RESTRICTIONS

Pets - No pets or animals of any kind shall be raised, kept, or permitted on or in the moorage, floating home, or floats without the approval of the Committee. Birds and fish may be kept in floating homes provided that they are not kept or raised for commercial purposes.

Occupants of Floating Homes - No floating home shall be occupied by more than four adults per unit. Temporary social guests of the owner shall not be deemed occupants within the meaning of this section.

Residential Use - Floating homes shall be used for residential purposes only. Floats not used for floating homes shall be used for purposes consistent with the residence to which it relates. No commercial activities of any kind shall be carried on in the moorage or any floating home or float moored thereto.

Lease of Floating Homes - Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the rules and regulations adopted hereunder and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Miscellaneous - a) No garbage, trash, or other waste shall be deposited or maintained on any part of the moorage, floating homes, or floats except in areas or containers designated for such items.

b) Tenants and their invitees shall exercise extreme care about creating disturbances, making noises, or using musical instruments, radios, television, and amplifiers that may disturb other residents.

c) No tenant or invitee shall carry on noxious or offensive activities which may be or become an annoyance or nuisance to other residents.

MAINTENANCE

Maintenance of the Moorage - The owner or his assigns shall maintain the moorage in good order and repair and in a clean and attractive appearance.

Maintenance of Floats and Floating Homes - Each tenant shall maintain his floating home, floats, and all other personal property belonging to him at the moorage in good order and repair and in a clean and attractive appearance. In addition, all floating homes shall comply with Title 29 Housing Regulations and Title 24 Building Regulations, Chapter 24.55, Abatement of Dangerous Buildings, of the Code of the City of Portland. All floating homes shall be maintained level. If the tenant fails to do so, the owner shall have the right, after notice to the tenant, to perform such functions on behalf of the tenant at the tenant's expense.

## ORDINANCE NO. 154833

An Ordinance authorizing a lease of the premises known as Willamette Moorage to Beach/Stempel for a period of 30 years and two 10-year renewal options in exchange for title to Tax Lots 8 and 28 of Block B, Town of Sellwood and other miscellaneous mutual considerations, offering a right of first refusal to existing houseboat owners, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City owns certain real properties on the west side of the Willamette River north of the Sellwood Bridge known as Standard Moorage and Marina West, also together known as Willamette Moorage.
2. Council has adopted a plan acknowledging that continued use of Willamette Moorage as a commercial marina is appropriate.
3. The Park Bureau has negotiated a lease of the premises which will give the City fee simple title to approximately 2.46 acres of riverfront property adjacent to Sellwood Park. This acquisition would allow a much needed river access to the Sellwood neighborhood.
4. In accordance with ORS 271.310(3), the property to be leased is not immediately needed for public use and will not be needed for public use within the period of the lease.
5. Owners of record of houseboats in Marina West, Standard Moorage, and Watery Lane as of the date of passage of this ordinance should be offered a right of first refusal for entrance into the new houseboat moorage to be developed under said lease.
6. The value which the City is receiving in the exchange is equal to or greater than the lease hold interest given up by the City under the proposed lease.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs and the Auditor are hereby authorized to execute on behalf of the City a lease of specific portions of the premises generally known as Willamette Moorage, more particularly described on such lease, which lease shall be in accordance with the form of lease attached to this ordinance and hereby made a part hereof.
- b. The Park Bureau shall work with the lessee to obtain the required permits and zone changes.

**ORDINANCE No.**

- c. Upon acceptance of conditions set by the City Attorney as to their rights and obligations, owners of record of houseboats legally occupying Marina West, Standard Moorage, or Watery Lane as of the date of passage of this ordinance shall have the right of first refusal to enter the new moorage.

Section 2. The Council declares an emergency exists in order that the lease herein authorized may be executed and the rights and duties of the parties specified immediately; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 13 1983

Commissioner Jordan  
Fontaine Hagedorn:dll  
July 6, 1983

JEWEL LANSING  
Auditor of the City of Portland

By Edna Cervera  
Deputy

Calendar No. 1866

# ORDINANCE No. 154833

Title

An Ordinance authorizing a lease of the premises known as Willamette Moorage to Beach/Stempel for a period of 30 years and two 10-year renewal options in exchange for title to Tax Lots 8 and 28 of Block B, Town of Sellwood and other miscellaneous mutual considerations, offering a right of first refusal to existing houseboat owners, and declaring an emergency.

## THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	—	
STRACIAN	1	
IVANCIE	1	

## FOUR-FIFTHS CALENDAR

JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed JUL 8 1983

JEWEL LANSING  
Auditor of the CITY OF PORTLAND

By *Stephen W. Moore*  
Deputy

INTRODUCED BY

Commissioner Jordan

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration

Safety

Utilities

Works

## BUREAU APPROVAL

Bureau:

Parks

Prepared By:

Date:

Fontaine Hagedorn July 6, 1983

Budget Impact Review:

☒ Completed ☐ Not required

Bureau Head:

William V. Owens

## CALENDAR

Consent

Regular X

## NOTED BY

City Attorney

City Auditor

City Engineer