

PORT OF NEWPORT REGULAR COMMISSION MEETING ADDENDUM

Tuesday, April 25, 2017, 6:00 p.m.
South Beach Activities Room
2120 SE Marine Science Drive, Newport, OR 97365

- I. Consent Calendar
 - D. Staff Report Recommendation - PD7 Empty Lot
 - E. Consent to Assignment of 1-22-1992 Lease to TNMP
Trident Fish Meal Plant
 - F. Consent to Assignment of 3-1-2013 Lease
NIT Storage

-###-



NEW BUSINESS AGENDA ITEM

DATE: April 24, 2017
RE: Staging Area Between Yacht Club & Port Office
TO: Kevin Greenwood / Port of Newport Board of Commissioners
ISSUED BY: Jim Durkee – Interim Director of Operations

BACKGROUND

The Port of Newport has been approached by Emery & Sons Construction and Runion's Construction LLC about the use of the empty lot by Dock 7. They will be doing extensive work on Bay Blvd for the City of Newport this summer. This is an area that the Port was planning to improve for use at least temporarily for parking and storage.

PURPOSE, SCOPE AND DETAIL

In exchange for the use of the property, Emery is willing to provide the following improvements to a 100 foot by 100 foot section of the lot-

- Install erosion control measures.
- Strip surface vegetation.
- Import & place 12 inches of sand.
- Stockpile asphalt grindings (Amount TBD).
- Place asphalt grindings at end of project.

Also, based on the actual amount of excess suitable material generated during construction, the following additional improvements may be provided-

- Add additional fill to initial 100 by 100 area.
- Strip and fill additional area as material is generated.

The Port will get assurances that any damage to existing infrastructure will be repaired if damaged.

BUDGET IMPLICATIONS

This would be provided in exchange for the use of the land during the construction on Bay Blvd. Port staff had been planning on bringing in gravel to build a storage area already. Based on the bids received so far the Port should realize an \$18,000 savings.

RECOMMENDATION

I would recommend that the commission authorize the General Manager to enter into an agreement with Emery & Sons Construction for the use of the empty lot at Port Dock 7.

**CONSENT TO ASSIGNMENT OF
AGREEMENT FOR LEASE OF BUSINESS PREMISES**

WHEREAS, the PORT OF NEWPORT, an Oregon Port District (the "Port") and TRIDENT SEAFOOD CORPORATION ("Trident") are the parties to that certain Agreement for Lease of Business Premises dated January 22, 1992 (the "Lease");

WHEREAS, Trident has sold substantially all of the assets held in connection with its business on the premises described in the Lease (the "Transaction") to TNMP PROPERTIES, LLC, a Delaware limited liability company ("TNMP");

WHEREAS, the Transaction closed on or about April 10, 2017 (the "Closing"); and

WHEREAS, as a result of the Transaction, TNMP has assumed all rights and obligations of Trident under the Lease.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Port consents to the assignment of the Lease as follows:

By its execution hereof, the Port hereby (i) consents and agrees to the assignment of the aforementioned Lease to TNMP as described above, effective of Closing; (ii) waives any further or additional notice or consent requirements related to the Transaction described above under the Lease or otherwise; (iii) in accordance with Article 12.1 of the Lease, agrees that TNMP shall be responsible for and perform and satisfy all of the Trident's duties and obligations under the Lease that arise from and after Closing; and (iv) confirms that (a) the Lease is currently in full force and effect, (b) no event of default currently exists, and (c) the Lease shall remain in full force and effect through the remainder of the term..

The undersigned further agrees that all future notices required to be sent to the lessee under the Lease shall be sent to:

TNMP Properties, LLC
Attn: Legal & Strategic Affairs
16797 S.E. 130th Avenue
Clackamas, Oregon 97015

Port of Newport, an Oregon Port District

By: _____

Name: _____

Date: _____

Its: _____



EXHIBIT A

Denison Surveying, Inc.

Phone 265-9308

720 SW Angle
Newport, Oregon 97365

Legal Description of Lease Area:

Beginning at a point 1221.71 Feet South and 2422.74 Feet West of the Meander Corner on the East Line of Section Nine, T. 11 S., R. 11 W., W.M., in Lincoln County, Oregon, said point also being on the Mean High Water Line of Yaquina Bay as described in Deed from State of Oregon to Sunset Terminals, Inc., recorded October 1, 1979 in Volume 105, Page 1888, Deed Records: Thence N 74° 43' 58.68" W 780.28 Feet; Thence N 87° 38' 15.38" W 35.42 Feet; Thence N 25° 57' 46.50" W 61.41 Feet; Thence N 57° 04' 13.63" W 140.00 Feet to the True Point of Beginning of the following described Tract: Thence N 57° 04' 13.63" W 188.98 Feet; Thence N 2° 59' 33.85" W 137.17 Feet; Thence N 54° 31' 25.03" W 117.75 Feet; Thence N 39° 56' 57.00" E 85.92 Feet to the Southerly Line of that Parcel recorded in Volume 98, Page 1415, Deed Records; Thence along said Southerly Line S 62° 54' 03.00" E 177.42 Feet to the Southeast Corner of said parcel; Thence leaving said Parcel S 62° 54' 03.00" E 123.00 Feet; Thence N 73° 00' 00.00" E 114.91 Feet to the Southerly Right of Way of County Road #515; Thence along said Right of Way on the Arc of a 622.96 Foot Radius Curve to the Left, the Long Chord of which bears S 65° 08' 35.26" E 71.95 Feet, for an Arc Distance of 71.99 Feet; Thence leaving said Right of Way S 8° 35' 04.62" W 285.54 Feet; Thence N 57° 04' 13.63" W 185.20 Feet; Thence S 32° 55' 46.37" W 70.00 Feet to the True Point of Beginning.

C:\WP51\ANNIE\WILES.LEGAL
January 22, 1992



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Phone 265-9308

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Newport, Oregon 97365

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C:\WP51\ANNIE\WILES.LEGAL
January 22, 1992

**CONSENT TO ASSIGNMENT OF
LEASE AGREEMENT**

WHEREAS, the PORT OF NEWPORT, an Oregon Port District (the "Port") and TRIDENT SEAFOOD CORPORATION ("Trident") are the parties to that certain Lease Agreement dated March 1, 2013 (the "Lease");

WHEREAS, Trident has sold substantially all of the assets held in connection with its business on the premises described in the Lease (the "Transaction") to TNMP PROPERTIES, LLC, a Delaware limited liability company ("TNMP");

WHEREAS, the Transaction closed on or about April 10, 2017 (the "Closing"); and

WHEREAS, as a result of the Transaction, TNMP has assumed all rights and obligations of Trident under the Lease.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Port consents to the assignment of the lease as follows:

By its execution hereof, the Port hereby (i) consents and agrees to the assignment of the aforementioned Lease to TNMP as described above, effective as of Closing; (ii) waives any further or additional notice or consent requirements related to the Transaction described above under the Lease or otherwise; (iii) agrees that TNMP shall be responsible for and perform and satisfy all of the Trident's duties and obligations under the Lease that arise from and after such Closing; and (iv) confirms that (a) the Lease is currently in full force and effect, (b) no event of default currently exists, and (c) the Lease shall remain in full force and effect through the remainder of the term..

The undersigned further agrees that all future notices required to be sent to the lessee under the Lease shall be sent to:

TNMP Properties, LLC
Attn: Legal & Strategic Affairs
16797 S.E. 130th Avenue
Clackamas, Oregon 97015

Port of Newport, an Oregon Port District

By: _____

Name: _____

Date: _____

Its: _____

EXHIBIT A
Description of Leased Property

Two portioned storage areas, one of 1,920 square feet and the second of 1,440 square feet, marked areas A and B on the attached floor plan respectively; for a total square footage of 3,360 square feet at a rate of .34 per square foot. The lessee shall have the option to renew this agreement for one (1) additional five-year term according to the same renewal terms of his existing lease on the adjoining property directly west of the premises, dated January 1992, as revised and amended. (Copy attached.) The lessee shall also have the option to purchase the building at any time upon sixty (60) days prior notice to the lessor of the lessee's intent to purchase. A purchase price would be negotiated at that time for the entire building not including the land (improvements only). The lessee is responsible for the electric and trash utility and for applicable Lincoln County property tax estimated at \$133.00 per month or \$1,600 per year on the leased premises.