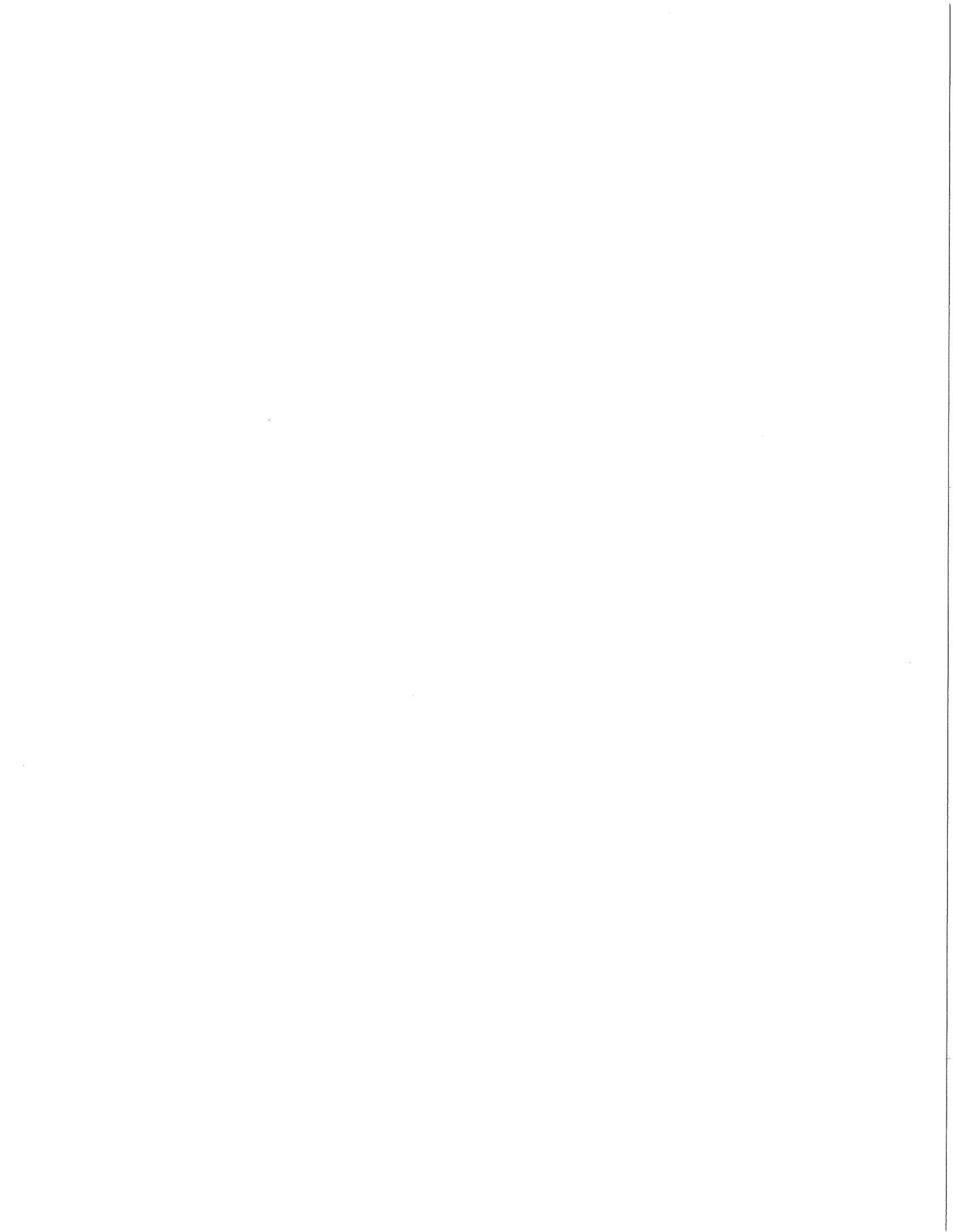


**CITY OF CASCADE LOCKS
PLANNING COMMISSION
AGENDA**

**Thursday, January 9, 2014 at 7:00 PM
City Hall**

- 1. Call Meeting to Order.**
- 2. Consent Agenda:**
 - a. Approval of Planning Committee Minutes of April 11, 2013.**
 - b. Approval of Historic Landmark Commission Minutes of April 11, 2013.**
- 3. Action Items:**
 - a. Appoint Planning Commission Chair.**
 - b. Appoint Planning Commission Vice-chair.**
 - c. Appoint Commissioner to the Architectural Review Committee.**
- 4. Public Hearing:**
 - a. Thunder Island Brewery Company – Conditional Use Permit.**
- 5. Other.**
- 6. Adjournment.**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.



I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Commission Chair Cramblett called the meeting to order at 7:00 p.m. Planning Commission Members Todd Mohr, Virginia Fitzpatrick, Gyda Haight, Deanna Busdieker and Larry Cramblett were present. Also present were Planning Consultant Stan Foster, Deputy City Recorder Megan Webb, Camera Operator Betty Rush and City Administrator Gordon Zimmerman.

II. COMMISSIONERS NOTES AND OBJECTIONS - none

III. DECLARATION OF CONFLICT OF INTEREST AND EX-PARTE – none

IV. Approval of November 8, 2012 Planning Commission minutes

Motion: PCM Mohr moved, seconded by PCM Haight, to approve the Planning Commission minutes for March 14, 2013. The motion was passed unanimously by PCM Mohr, PCM Haight, PCM Fitzpatrick, PCM Busdieker and PCC Cramblett.

V. Old Business

A. Updated Code Amendment Tracking Sheet.

PC Foster explained the items on the updated tracking sheet. He said the issue with the Planned Development will be going forward and going in front of Council at their next meeting. He said there was a final order done by Planning Commission in 2010 but was never sent to Council for final approval. PC Foster asked staff to send a copy of the final order to the Commissioners. PCM Haight asked for clarification of a Planned Development. PC Foster said with the code changes, some of the High Density will be taken out of the code so there will not be such dense subdivisions such as Katani. He said by law the City has to keep Planned Unit Developments but we don't have to keep them as such high density.

PC Foster said the clarification of MDR/HDR zoning came up after a LUBA case with McCoy Meadows. He said the question was could a fourplex, triplex or duplex be considered as one building. He said those are outright permitted uses in the code. PC Foster said he does not want to get rid of any downtown parking standards. He said he would like to see the Commission revise the standards to include some of the on street parking as the developers required spaces. He said this would be a great area to have the DLCDD work with the Commission to get this section of the code to fit this City.

PC Foster said it may be wise to look at the Downtown Façade remodel and determine what items could be dealt with administratively and which items would need to come in front of the Commission. PCC Cramblett said creating a list could be valuable so the Commission would know exactly what is being ran by the City Administrator. PCM Mohr suggested for simple remodels such as a paint color change we could have a color wheel of approved paint colors that the Administrator could give to the developer to choose from. He said when citizens start making large remodel changes those should come in front of the Commission.

PC Foster said the pre-application applicant sponsored meeting amendment has been taken care of and the Council has approved the Ordinance with the Commissions suggested changes. He said the Council has also incorporated the Architectural Review Committee by Ordinance. PCM Busdieker asked where the Transportation System Plan fits into all of these Code Amendments. She said it seems like that plan has been on hold for a while. PCM Mohr said he believes there was such a big push for the Plan because of the Casino. CA Zimmerman said there have been some new ideas by ODOT for the possible addition

of new on and off ramps at the existing Exit 47. He said they believe that would be quicker and cheaper than constructing the new interchange they were proposing near the Industrial Park. PC Foster said one of the work items that should go on the DLCD list is the Transportation Planning rule. He said it is a relatively recent change.

VI. New Business

A. Discuss work plan for DLCD grant. CA Zimmerman explained the process for the DLCD grant. He said we are on the list but we won't know how long it will take to get to us. PCM Fitzpatrick asked if it would be months or years before they get to us. CA Zimmerman said it's hard to determine that but it will most likely just be months. DCR Webb said she would like to schedule a work session during one of the upcoming meetings to discuss what the Commissioners would like to work on with the grant funds. She said the three pending items on the amendment tracking list would be a start and encourages anyone to jot any changes they would like to see as they read through the CDC.

B. Update on the Port's plan for rezoning the Industrial Park. CA Zimmerman went over the list the Port had provided of their approved Economic Development Priorities. He said they are looking at constructing the additional 9,000 sq ft flex building. He said they will be tearing down the grey house by the wells and improving the property. He said the Port is planning on rezoning the Industrial Park to make it more flexible to meet current needs. PCC Cramblett asked if that will be done through a hearing. PC Foster said it will come before the Commission who will then make a recommendation to the Council for their final approval.

CA Zimmerman said the Port Commission is meeting with the engineer to look at the needed infrastructure in the Industrial Park for fire control. He said the Port is interested in funding the project from the soon to be adopted Master Plan to upgrade the water main to 12" from Herman Creek Ln to the Industrial Park. He said they are also working on leveling the rock quarry area to make that a marketable piece of property for future development.

CA Zimmerman said the Port is interested in undergrounding the electrical lines in the Industrial Park. He said they are also looking at how to get Natural Gas to Cascade Locks. He said the Port feels the City would be better marketable to future developers if Natural Gas was available. He said the Port would like to work on upgrading the roads throughout the Industrial Park.

CA Zimmerman said the Port is interested in constructing a building to house an open air market. He said this could be coming in front of the Planning Commission as soon as the next meeting. He said this would be constructed on the property directly west of the old fire station. CA Zimmerman said the Port is looking at purchasing the property to the east of the new fire station from the County. He said they would also like to rezone that property out of the Public Zone.

CA Zimmerman informed the Commission that the potential buyer for the Old Fire station has changed his purchasing terms and the City may not move forward with the sale of the building. He said the Council has decided to look for other options.

C. Appoint a Commissioner to the Architectural Review Committee. PCC Cramblett asked the Commissioners if there was someone who would like to volunteer to sit on the ARC. PCM Busdieker volunteered. PCM Fitzpatrick moved, seconded by PCM Haight to recommend to the Council that PCM

Busdieker to be the Planning Commission representative on the Architectural Review Committee. The motion was passed by PCM's Mohr, Haight, Fitzpatrick and PCC Cramblett. CA Zimmerman asked if anyone has any suggestions of citizens to fill the other two positions. PCC Cramblett suggested having staff place an ad on Ch 23 asking for volunteers.

D. Discuss ARC reporting process to the Planning Commission. CA Zimmerman said the Developer would meet either with himself, DCR Webb, or CR Woosley and the ARC to determine if they meet the design requirements. PCM Busdieker said this seems like a reasonable way to handle the process. PCM Haight asked if the Commission would still be able to critique the building design. PC Foster said a public hearing before the Planning Commission is still required. He said this is a consolidation of the review process to stream line it for the developers. DCR Webb said a developer will request and attend a pre-application conference where staff would advise them of the required design standards of the zone. She said then the developer would provide preliminary building designs. She said she would then contact the members of the ARC and set up a meeting with them and the developer within 7-14 days. She said the developer would then submit their application and the ARC members would submit their findings to City Staff to be included in the Staff report to the Planning Commission.

PC Foster suggested having a joint work session with the members of the ARC to discuss what the expectations of the committee are. DCR Webb said if they would like staff could work on putting together a color pallet and bring it forward to the Commission for discussion and approval during a work session. The Commissioners all agreed that would work.

PC Foster asked the Commissioners if they would feel comfortable with having DCR Webb and CA Zimmerman facilitating meetings that may not be necessary to have him in attendance. He said he would like to be sensitive and aware of the City's budget and only attend meetings when he is needed. He said he would still be a consultant to the City and would attend Public Hearings and important meetings. There was consensus of the Commission agreeing with PC Foster's decision and stated appreciation of his concern with the budget.

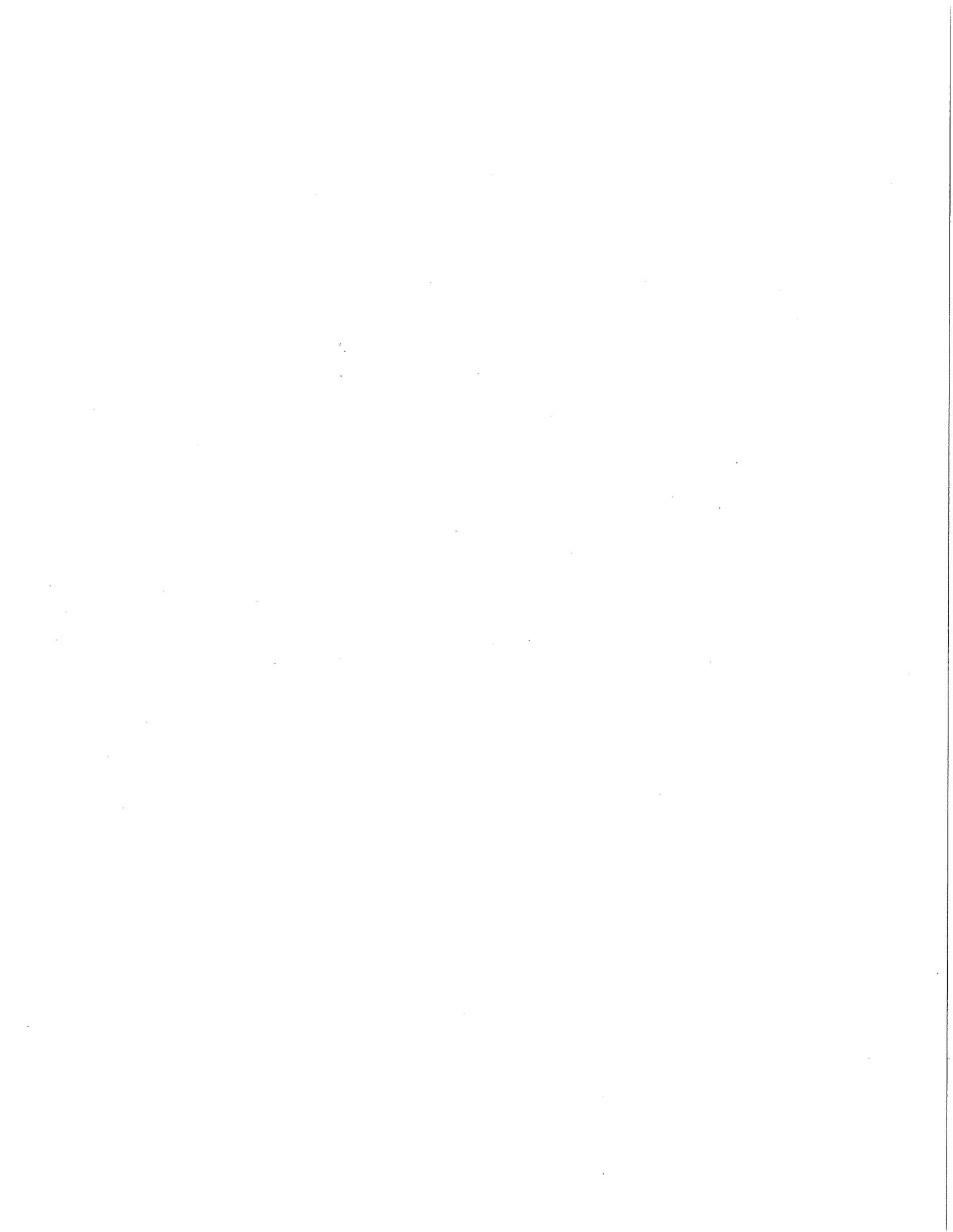
VII. Adjournment

PCC Cramblett adjourned the meeting at 7:56.

Prepared by Megan Webb, Deputy City Recorder

Approved:

Planning Commission Chairman



1. Call to Order

Chairman Larry Cramblett called the meeting to order at 7:56 p.m. Present were: PCM's Fitzpatrick, Haight, Mohr, Busdieker and PCC Cramblett. Also present were Planning Consultant Stan Foster, Deputy City Recorder Megan Webb, City Administrator Gordon Zimmerman and Camera Operator Betty Rush.

2. Approval of October 14, 2010 Minutes. PCM Busdieker moved, seconded by PCM Mohr to approve the minutes from the October 14, 2010 Historic Landmark Commission meeting. The motion was passed by PCM's Busdieker, Mohr, Haight, Fitzpatrick and PCC Cramblett.

3. Review of Inventory of Historic Resources in Comprehensive Plan. There were no questions about this.

4. Update/Amend Working Inventory of Potential Historic Landmarks. PCC Cramblett asked if a building is moved from its original location can it still be considered a Historical Landmark. PC Foster said that would be a question for State Historic Preservation Office (SHPO). He said anything over 50 years old has to be considered for Historical Designation. He said the building has to hold some kind of Historic significance. CA Zimmerman said the use of the building is not critical. He said when the owner wants to make structural changes or upgrades then they would need to get approval by the City and SHPPO. He gave an example of a project he worked on in Nyssa of the doors on the original Fire Station/City Hall.

PCM Busdieker said what she remembered from previous discussions was this list was just put together by members brainstorming. She said this inventory list has nothing to do with the Historic Register and is just for reference. PCM Busdieker said if anyone had anything to add we could add it to the list.

PCM Haight said the owner of the old service station on Forest Lane, Pat Power, asked about tearing it down. She asked if she would be allowed to do that. CA Zimmerman said it would need to be determined if it held any historic significance in the town. He said the HLC would make that decision. PCM Busdieker asked to have the information on the list of the Pacific Crest Pub updated to the new name and new owners. PCM Fitzpatrick asked about the original fire station behind the Ale House. CA Zimmerman said Kayla has sent a letter to the owners of the property offering to clean it up during City Clean Up weekend. He said she has not heard back from the owners as of yet.

DCR Webb said that in reading previous minutes she had gathered that previous Commissioners had sent letters to specific owners asking if they would like to add their building to the Historic Register. She said some of them did and some didn't. She said she was going to look at the SHPPO website and research the pros and cons and the process of that. PCC Cramblett suggested adding an announcement on the bottom of the electric bills.

5. Staff and Commissioners Reports. There were none.

6. Adjournment

PCC Cramblett adjourned the meeting at 8:14 p.m.

Prepared by Megan Webb, Deputy City Recorder

APPROVED:

Historic Landmark Commission Chairman

ORDINANCE NO. 307

AN ORDINANCE CONTINUING A PLANNING COMMISSION FOR THE CITY OF CASCADE LOCKS; PRESCRIBING ITS DUTIES; AND REPEALING ORDINANCE NO. 35.

The city of Cascade Locks, Hood River County, Oregon, ordains:

SECTION 1. Continuation of Planning Commission. There is continued a city planning commission, referred to in this ordinance as "commission," for the city of Cascade Locks.

SECTION 2. Powers and Duties of Commission. Except as otherwise provided by the city council, the commission may:

- 1) Recommend and make suggestions to the council and other public authorities concerning the laying out, widening, extending, parking and locating of public thoroughfares; parking of vehicles; relief of traffic congestion; betterment of housing and sanitation conditions; and establishment of districts for limiting the use, height area, bulk, and other characteristics of buildings and structures related to land development.
- 2) Recommend to the council and other public authorities plans for regulating the future growth, development and beautification of the city in respect to public and private building and works, streets, parks, grounds and vacant lots, and plans consistent with future growth and development of the city, in order to secure to the city and its inhabitants sanitation, proper service of all public utilities, transportation facilities, and telecommunications utilities, including appropriate public incentives for overall energy conservation and harbor, shipping and transportation facilities.
- 3) Recommend to the council and other public authorities plans for promotion, development and regulation of industrial and economic needs of the community in respect to private and public enterprises engaged in industrial pursuits.
- 4) Encourage industrial settlement within the city.
- 5) Make an economic survey of present and potential possibilities of the city with a view to ascertaining its industrial needs.
- 6) Study needs of existing local industries with a view to strengthening and developing local industries and stabilizing employment conditions.
- 7) Do and perform all other acts and things necessary or proper to carry out the provisions of this ordinance.
- 8) Study and propose in general such measures as may be advisable for the promotion of public interest, health, safety, comfort, convenience and welfare of the city and the area six miles adjacent.
- 9) Make recommendations to the Council for the adoption of a comprehensive plan for the City, or any part or element thereof. The official comprehensive plan shall be effective only after its formal adoption by the Council.
- 10) Recommend to the Council ordinances intended to carry out the purposes, principles and proposals expressed in the comprehensive plan.

11) Advice and cooperate with other planning agencies within the state, and upon request, or on its own initiative, furnish advice or reports to any city, county, officer or department on any problem comprehended in city planning.

12) Promote public interest in and understanding of the comprehensive plan and of planning a zoning in general.

13) Make recommendations and an annual report on January 1 of each year to the Council concerning the operation of the Commission and of the status of planning and zoning within its jurisdiction.

14) Make recommendations to the Council with regard to orderly development of territory with the City.

15) Perform all other acts and thing necessary or proper to carry out the provisions of ORS 227.010 to 227.180, and other duties as may be prescribed by ordinance or order of the Council.

SECTION 3. Membership.

1) The Commission shall consist of five voting members, each of whom shall be a resident of the Cit and appointed by the Mayor.

2) The Mayor may designate advisory, non-voting members to provide technical advice to the voting members.

3) A term of office on the Commission shall be four years. [amended by Ordinance No. 327, passed February 10, 1997]. The term of office shall commence on January 1 and expire on December 31.

4) Vacancies shall be filled by mayor appointment for the remainder of the unexpired term of the predecessor in office.

5) A member may be removed by the mayor during his or her term for misconduct or nonperformance of duty after a public hearing before the Council.

6) Members shall serve without compensation other than reimbursement for duly authorized expenses.

7) No two or more voting members of the Commission shall have the same occupation. However, business persons engaged in different kinds of business shall not be prevented by this subsection from serving, and being retired shall not be considered an occupation within the meaning of this subsection.

SECTION 4. General Procedures.

1) The commission shall adopt rules and procedures for the transaction of business and shall keep a record of it s resolutions, transactions, findings, recommendations, and determinations, which records shall be a public record.

2) The planning consultant shall provide staff services and recommendations and determinations.

3) The Commission shall select from its voting membership a chairperson and vice-chairperson to serve for one-year terms. [amended by Ordinance No. 327, passed February 10, 1997].

4) Any discussion, other than one made at a public hearing of the Commission, that concerns a specific case scheduled or likely to come before the Commission and that is between a voting member and an applicant, an applicant's representative, or any other person with a direct interest in the matter, shall be made

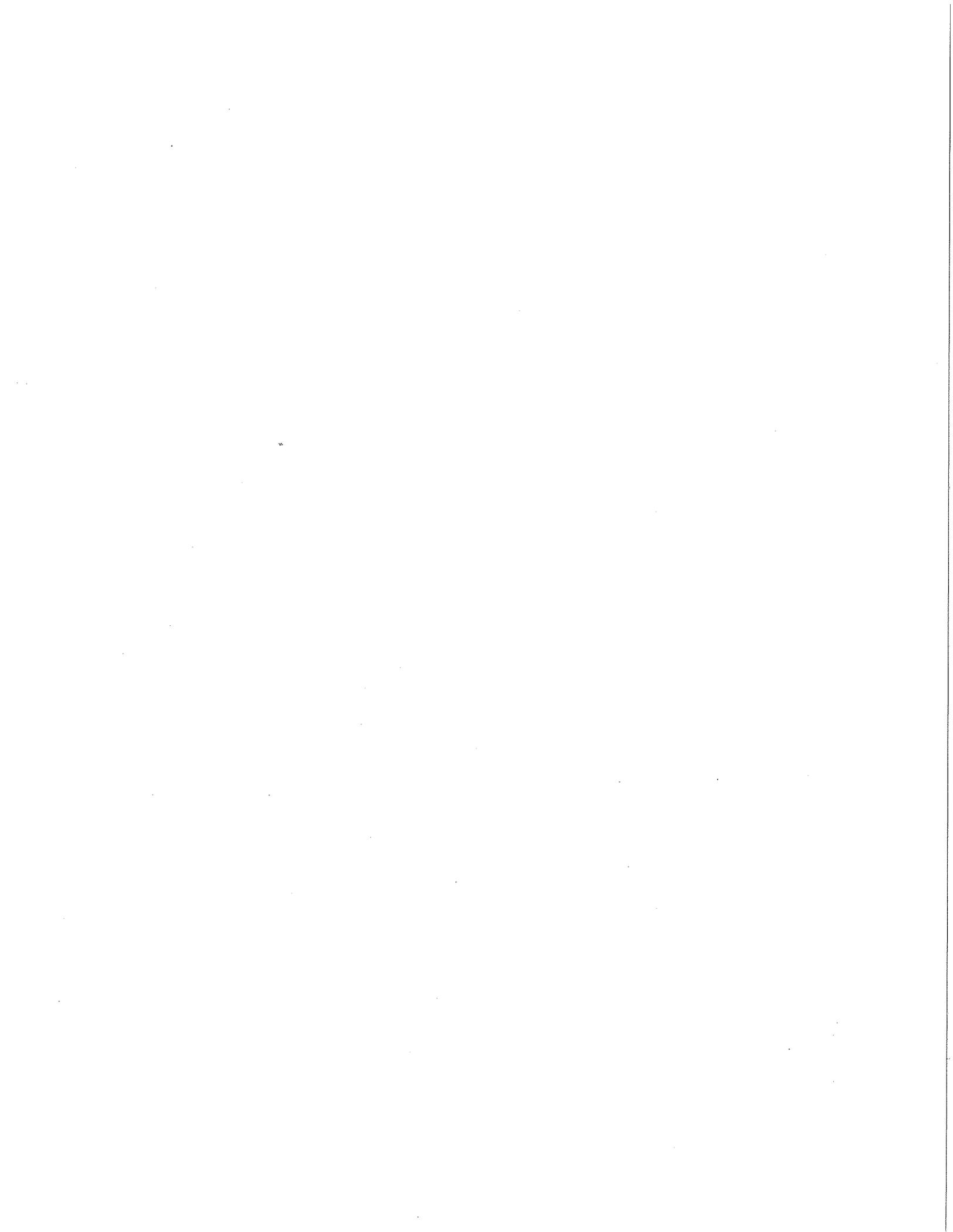
known and the substance of the discussion entered into the record by the member at the beginning of the Commission's public hearing on the case.

5) A member of the Commission shall not participate in any Commission proceeding or action in which any of the following has a direct or substantial financial interest: The member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law of the member, any business in which the member is then serving or has served within the previous two years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting of the Commission where the action is being taken.

6) The Commission shall complete its action on all applications and requests coming before it under the zoning and subdivision ordinances, building codes, and master road plan, within the period of time specified, unless a shorter time is provided by order or ordinance.

SECTION 5. Repeal. Ordinance No. 35 is repealed. The repeal shall not invalidate any action taken by the Commission under Ordinance No. 35, and should be considered a continuation of that Ordinance. Members appointed and presently serving under the terms of that ordinance shall continue to serve their present terms of office.

Passed by Council and approved by the Mayor May 10, 1993.





CASCADE LOCKS PLANNING COMMISSION PROCEDURES

CHAIR: Good evening, my name is _____. I am the Chair for the Planning Commission, and I will be presiding over this hearing. This is the time and place set for the public hearing in the matter of _____ Case No. _____; an application by _____.

This hearing is now open. Oregon land use law requires several items to be read into the record at the beginning of each and every public hearing. Stan Foster, the City's Planning Consultant will review this material; your patience is appreciated as he goes through these statements.

STAN FOSTER: An issue which may be the basis for an appeal to LUBA shall be raised not later than the close of the record at or following the final evidentiary hearing on this case. Such issues shall be raised with and accompanied by statements or evidence sufficient to afford the Commission and those in attendance an adequate opportunity to respond to the issue. Failure of an applicant to raise constitutional or other issues with sufficient specificity for the City to respond to the issues shall prohibit the applicant from seeking damages in circuit court.

The applicable substantive criteria upon which this case will be decided are found in the Cascade Locks Development Ordinance, Section _____. The specific criteria are summarized in the staff report and will be reviewed at this hearing. All testimony and evidence received during this public hearing must be directed toward this approval criteria, or to such other rule, law, regulation or policy which you believe applies.

This case will proceed with the staff report, followed by the applicant's presentation. The applicant may have additional people participate in making this presentation. This is followed by testimony of those who are in support of the application. All of those opposed to the application will then be allowed to speak. This is followed by those with general comments who are neither for nor against this application. The Commission, staff and participants may ask questions of those who testified. All questions are directed through the Commission Chair, meaning you must ask the Commission Chair for permission to ask the question. Finally, the applicant and only the applicant will be entitled to a rebuttal.

The applicant is entitled to 20 minutes to make their presentation. All other speakers should try to limit comments to 5 minutes. Please try to avoid repetition if someone else has already expressed the same thoughts. It is perfectly acceptable to instead state that you agree with the comments of another speaker. Please be assured everyone will have an opportunity to speak.

If you have documents, maps or letters that you wish to have considered by this body, they must formally be placed in the record of this proceeding. To do that, either before or after you speak,

please leave the material with staff who will make sure the evidence is entered into the planning record.

You must come to the podium if you are going to testify or to ask a question. This is so you can be recorded. You must give your name and address before you speak so the record of the hearing can be complete and so you can receive a copy of the final decision.

In order to move the hearing along more efficiently, there are sign-up slips near the podium. Please fill this out and give it to the City Recorder at any time.

Prior to the conclusion of the first hearing on an land use application, any participant may request an opportunity to present additional evidence or testimony regarding the application. If such a request is made, it will be up to this body to determine if the hearing will be continued to a time and date certain, or if the record will be kept open for submission of additional evidence or testimony. If the record is kept open, it will be for a minimum of seven days, with a short rebuttal period thereafter afforded to the applicant.

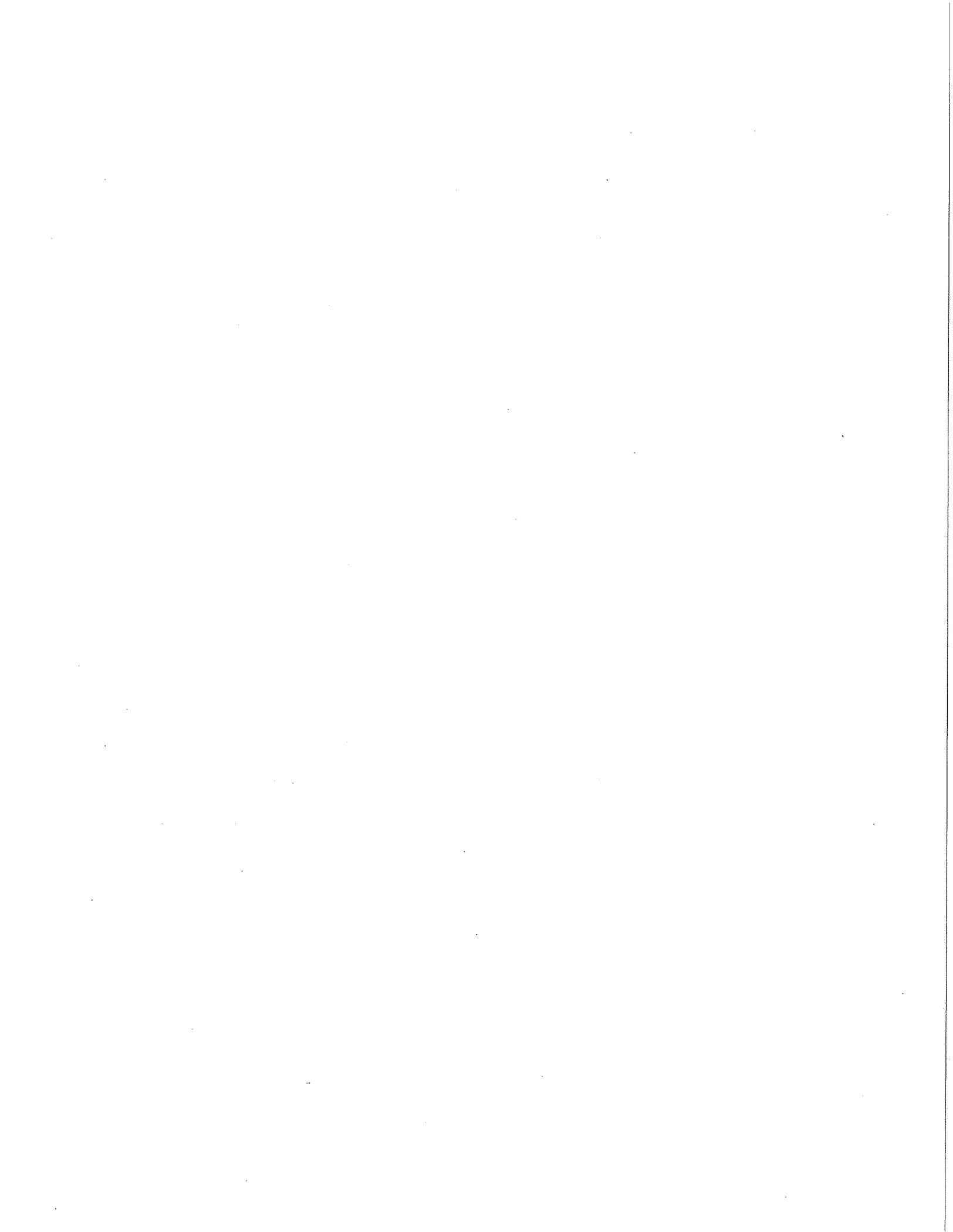
CHAIR: Before we begin with the hearing, I need to ask the audience if there are any objections to the notice that was sent in this case? Are there any objections to the jurisdiction of this body to hear and consider this case? Are there any declarations of conflict or bias by any members of this body?

We are now ready for the staff report.

HOW TO CONDUCT A PUBLIC HEARING

Order of the Hearing

1. Open Hearing
2. Hearing Disclosure Statement
3. Declare Conflicts of Interest or Ex Parte Contact
4. Staff Report
 - a. Approval Criteria
 - b. Findings of Fact
 - c. Conclusion and Recommendation
5. Applicant's Testimony
6. Proponent's Testimony
7. Opponent's Testimony
8. Staff Response to Testimony and Commission Questions
9. Rebuttal
10. Close Hearing
11. Commission Deliberation
12. Decision Notice or Final Order
13. Appeal



CITY OF CASCADE LOCKS
PLANNING STAFF REPORT
December 31, 2013

Application File Number: _____

Type of Action Requested: Conditional Use

Code Authority: Conditional Uses (8-6.152)

Application certified as complete: December 16, 2013

Action Deadline: April 15, 2014 (120 days)

Approval Criteria: 8-6.184.050 (Article V – Page 12-20)

Applicant(s): Port of Cascade Locks

Location: 355 WaNaPa Street

Township: T 02N

Range: R 07E

Section: 12

Taxlot: #00100

Zoning: (P) Public

Minimum Lot Size: No minimum lot size – Minimum front setback is ten feet.

Specific Action Requested: Approve the temporary location of a tap room and retail sales area in an existing building within the Port of Cascade Locks property for a period not to exceed three years.

Staff Summary: Staff has reviewed the application and the applicant has met the criteria necessary for a conditional use on a portion of the 92.72 acres constituting tax lot #00100, under the control and management of the Port of Cascade Locks. The applicant has entered into a lease agreement with Thunder Island Brewing to sell their product(s) in the Port's former kitchen facility for Marine Park venue operations. The Port of Cascade Locks is a public entity whose primary mission is to provide economic development services for the community. As part of this responsibility, the Port seeks to recruit and retain a wide variety of businesses for our economy. The Port has jurisdictional authority over their lands and the City of Cascade Locks in partnership with its citizens and the Port Commission has authority over the zoning on these subject lands. The Port has recruited a new business to our community to provide a local source of craft brewing products for visitors and citizens to Cascade Locks. This business currently is not represented in our community and reflects a business opportunity which will be compatible and supportive of many other businesses in our town and provide another reason for visitors to remain in the city and support our local economy. The Port has indicated that they are working with Thunder Island Brewing to locate them on WaNaPa Street on commercial property owned and being developed by the Port, which would become a permanent home for this business. To support the "business incubator" efforts of the Port, staff has determined that the proposed

temporary use is allowed under our Conditional Use permit requirements and authorized by Chapter 8-6.48 of our code governing Unlisted Use: Authorization of Similar use, which provides the Planning Commission to allow “specific uses (sic) to be permitted in a zoning district had they been contemplated” at the time the zone was established. The Port of Cascade Locks as the economic engine of the community is charged with supported economic growth in our city and clearly a new business in town which has not existed before is a highly desirable addition for our citizens and those visitors which we rely upon to support our retail sector. The Port of Cascade Locks has requested a temporary Conditional Use approval for a period not to exceed three years. Since no permanent use is being proposed at this time, a subsequent operator would have to submit a development request for any improvements and operation to meet the criteria of the Public Zone and comply with the standards adopted and described in the Community Development Code of Cascade Locks.

FINDINGS:

CDC Section 8-6.48.030 establishes the approval criteria for an unlisted use. The criteria is listed below along with findings on the proposal’s conformance.

- B. The use is consistent with the Comprehensive Plan;
- C. The use is consistent with the intent and purpose of the applicable zoning district;
- D. The use is similar to and of the same general type as the uses listed in the zoning district;
- E. The use has similar intensity , density, and off-site impacts as the uses listed in the zoning district; and
- F. The use has similar impacts on the community facilities as the listed ones.

FINDING: The Port of Cascade Locks has jurisdiction over the Marine Park area of the Port property and provides for a marina, restaurant, senior meal site, museum and park uses. This jurisdiction allows for park events and special venues which promotes area tourism and brings visitors to our community. The proposed use is within an existing building which has been used in the past to prepare meals for the Sternwheeler. The proposed use is consistent with other activities within the park and will not adversely impact any existing uses. This standard is met.

CDC Section 8-6.92 establishes the approval criteria for a Public Zone (P). The public zone “provides land for community and recreation facilities to be used by city residents and visitors.” “The zone implements the Comprehensive Plan policies of the city “to promote a diversified city economy.” The policy specifically states that the city will continue to work with the Port of Cascade Locks to (sic) provide facilities, services, and amenities to promote tourism.” (Part 1, Page 12).

CDC Section 8-6.92.020 allows as outright accessory structures to existing operations. Since Thunder Island Brewing retail operations is a stand-alone business and not associated with any other approved business within the Port property, they must qualify under the conditional use provisions.

CDC Section 8-6.92.030 provides the Planning Commission with the authority to approve or deny at their sole discretion a proposed use which is compatible with the provisions of the code. Under 8-6.92.030 (A) of the code, the Commission may approve a retail sales and service operation within a Public Zone, which is consistent with the applicants proposal.

FINDING: The Port of Cascade Locks has attracted a new business to our community, the tenant has made significant improvements to an existing Port facility to utilize as a temporary home for their retail craft brewing operation. The Port has entered into a lease with the operator which indicates that the Port will work with the owners of Thunder Island Brewing to find them a permanent home along WaNaPa Street on some Downtown Commercial property which they will develop for the tenants. The applicant has complied with all the requirements of the City and has applied for this permit to ensure continue compliance with City codes. Staff finds that the applicant has met the criteria for approval of a conditional use permit for locating a retail sales facility within Port property and in a Port owned building.

ACTION REQUIRED: The Planning Commission after hearing testimony from proponents and opponents will deliberate and take action to either approve or deny the applicants request.

STAFF RECOMMENDATION: Staff recommends approval of a conditional use permit be issued concurrently to the Port of Cascade Locks and Thunder Island Brewing for the location and operation of a retail craft brewing outlet within Marine Park at the location provided by the Port of Cascade Locks. Staff also recommends an allowance of extended time for business hours until 12:00 AM. Furthermore, it is recommended that the permit be issued and allowed to continue uninterrupted for a period of not more than 36 months, unless the applicant submits a formal request for an extension with a full explanation for why this should be extended beyond the 36 month approval period, or until the required permits from the Department of Agriculture or from the Hood River County Building Department expire, whichever comes first. Furthermore, staff recommends that the following conditions be applied to this applicant for the entire duration of the permit period.

CONDITIONS OF APPROVAL:

1. Operator (Thunder Island Brewing) shall secure and maintain all state and county necessary permits required to operate their establishment.
2. The Operator shall maintain current access and parking within Marine Park in conformance with the Port of Cascade Locks requirements and consistent with this permit.
3. The Operator will provide proof of compliance with State and County health and building codes upon request by the City.

4. The Operator shall comply with the Port's signage requirements and shall not have internal lighted signage while operating under this permit.
5. Any changes in operations at the facility including a change in owners will require that the City be immediately notified and no alternative uses can be approved without a public hearing before the City Planning Commission.
6. The applicant/operator by accepting the approval of this conditional use request agrees to comply with all conditions set forth by this approval and pay the required fee prior to issuance of the permit.

DECISION:

The Conditional use from the Port of Cascade Locks is hereby approved subject to the conditions of approval delineated above and compliance with the following subsequent steps:

1. No permit will be authorized until the completion of an appeal period from the date of this decision.
2. The applicant has submitted an application for an operator, Thunder Island Brewing to conduct retail sales in an existing building within Marine Park. The Port shall have authority over this permit and shall ensure that all conditions are met in the conduct of this operation. Any changes in use or operation outside the standard business conduct of the operator shall result in immediate notification to the City Administrator, who shall determine whether the permit is still valid.
3. This approval is limited to the site and building within Marine Park. Any new location or development outside of the existing building will require future approvals and permits from the City of Cascade Locks.

Staff Report and order prepared by Stan Foster, Planning Consultant City of Cascade Locks, Oregon

City Hall
P.O. Box 308
Cascade Locks, Oregon 97014
Phone: 541-374-8484
Fax: 541-374-8752



CONDITIONAL USE APPLICATION

I. BACKGROUND INFORMATION

Applicant

Applicant Name: THUNDER ISLAND BREWING^{CO.} Phone: (650) 387-5237

Address: SIS PORTAGE RD CASCADE LOCKS, OR 97014

Applicant Standing (Fee Owner, Contract Purchaser, etc.): LESSOR

Property Owner (if different)

Name: PORT OF CASCADE LOCKS Phone: (541) 374-8619

Address: 355 WANA PA ST. CASCADE LOCKS, OR 97014
P.O. BOX 307

Property Information

Property Address: SIS PORTAGE RD.

Township; Range; Section; Tax Lot: OZN-07E-12-00100

Zone: P-PUBLIC Property Size: 92.72 ACRES

Existing Use/Structures: SPLIT WAREHOUSE MAINTENANCE/STORAGE/
KITCHEN

Application Proposal: RETAIL USE IN PUBLIC ZONE

FOR A TEMPORARY BREWERY TAPROOM & OTHER RETAIL,
NOT TO EXCEED 3 YEARS.

FOR OFFICE USE ONLY

File Number: LU-13005

Submittal Date: 12/3/13 Fee: 625.00 Received by: KU

Application Type: CUP Completeness: _____ 120th Day: _____

II. APPLICATION REQUIREMENTS



- (A) Completed and signed application form.
- (B) Written response to the approval criteria. It is the applications responsibility to prove the need for the conditional use.
- (C) NA TEN copies of the site plan drawn to scale. The site plan must include the material required under Sections 8-6.148.050 through 8-6.148.100 of the Community Development Code. City staff will assist the applicant in determining what information is required on the site plan.
- (D) NA Names and addresses of all the property owners within 250 feet of the boundaries of the property. This list must be provided by a Title Company or the Hood River County Assessor.
- (E) Copy of the latest deed, sales contract, or title report indicating property ownership.
- (F) A current Hood River County tax map(s) showing the subject property(ies) and all properties within 250 feet of the subject property
- (G) A signed fee agreement and payment for filing fee.

III. SIGNATURES

NOTE: ALL OWNERS MUST SIGN THIS APPLICATION OR SUBMIT A LETTER OF CONSENT AUTHORIZING ANOTHER INDIVIDUAL TO MAKE APPLICATION. INCOMPLETE OR MISSING INFORMATION WILL DELAY THE REVIEW PROCESS.



Applicant/Owner 12/2/13

Date



Applicant/Owner 11-26-13

Date



FOR APPROVAL:

A Conditional Use Permit is requested for the operation of a retail business "Thunder Island Brewing" Tap Room in an existing structure zoned P-Public, for a period of time not to exceed three years. The Port of Cascade Locks is the owner of an existing warehouse building located within the Cascade Locks Marine Park. The Port has a signed lease with Thunder Island Brewing for this space. The parties have invested a combined \$13,300 on necessary remodeling to bring the tenant space up to code for this licensed business. The Port's interest is to support the growth of the brewery to be a vibrant anchor business located in a permanent building downtown, as soon as possible. The CUP is requested to support the retail "incubator space" to springboard this startup business into self-sufficiency to the benefit of job creation and vitality for the Cascade Locks community. The current building lease ends June 30th, 2014 with the ability to extend, provided necessary approvals by the City of Cascade Locks, Hood River County, the Oregon State Department of Agriculture, OLCC, and TTB are secured. An approved CUP from the City should likewise provide the ability for an administrative time extension beyond June 30th, 2014, given all required permits and approvals are secured by the applicant, not to exceed three years total.

Written Response to Approval Criteria (8-6.152.050)

1. The site size and dimensions provide adequate area for the needs of the proposed use;

Adequate area for the needs of the proposed use as a retail location are in place. (*See Attachment 1*) The proposed retail space for Thunder Island Brewing is the northern half of the existing Port Warehouse Building located within the Marine Park. The CUP would apply to a interior building space approximately 40 ft x 49 ft.(1,960 SF plus restroom).The relatively small size of the taproom allows the new business to focus on branding, marketing, and product development, while designing a long term building development in Cascade Locks. Recent improvements to the Port's warehouse building included the construction of a firewall to separate the maintenance department shop and storage use in the southern half of the building, so as to make this temporary retail (public) use compatible with the other, per the County Building Code.



2. The characteristics of the site are suitable for the proposed use considering size, shape, location, topography, and natural features;

Site characteristics are suitable for the proposed use as a Retail location. The location of the retail business integrates scenic views of the Columbia River and the namesake Thunder Island at the historic locks and canal. As this proposal addresses an existing structure, no changes in building height, size, setback, or facade is proposed. Similarly, no alterations to the natural features- including trees, riverbank, and landscaping, are proposed. The current lease permits use of small outdoor paved premises, as allowed by OLCC and TTB, where parking is not identified (approx. 20 ft x 80 ft area). The permitted exterior propane tank is screened from view by the building. Drainage is addressed by existing storm drain in the paved parking area. No mailbox is proposed on site.

Existing parking stalls allow sufficient parking for the Port Maintenance Staff during complementary daytime hours, as well as shared parking for the Community Garden and Community Center (Historic Locktender House 3). In addition to the 4 Port-dedicated stalls, 2 brewery-dedicated stalls, 11 shared stalls, and 3 shared ADA stalls, the Port allows parking on the large lawn adjacent to the Community Center as an overflow parking area. All other parking stalls within the Marine Park are unregulated and available for use by the public. All referenced parking is existing and provide sufficient backing room and turning movements for internal site circulation.

There is no anticipated conflict with adjacent use of the Tribal "In Lieu" Treaty Fishing Access Site managed by the Columbia River Inter Tribal Fish Commission (CRITFC) to the southwest, because the building faces away from the In-Lieu Site, and the property is physically separated by fencing.

With this application, one new sign is proposed to be securely fastened to the exterior of the warehouse building, above the entrance. The proposed sign dimensions are: 4 ft x 10 ft. The sign will be fabricated out of: vinyl. The sign will not be internally-illuminated. Other signs may be proposed within the Marine Park with Port approval



3. All required public facilities have adequate capacity to serve the proposal

Adequate capacity is in place and will remain for all required public facilities on site. The road, power, water, and sewer facilities serving the building are sufficient for this temporary small retail use. Utilities serving the retail portion of the building are serviced under a Port billing account, and internally metered prior to entering the tenant space. The business has an ongoing contract for garbage collection on site.

4. The applicable requirements of the zoning district are met except as modified by this chapter;

Applicable requirements of the zoning district have been met except as modified by this chapter. The proposed retail use is compatible with the underlying P-Public zone. Hours of operation are generally 12pm – 10pm or 3pm – 9pm, several days per week. As the primary use of the Marine Park is recreation, the target market of Thunder Island Brewing is the renewed recreation interest in the community via the City's 2012 Vision Statement, 2012 Multifaceted Development Strategy, and the adopted 2012 Connect Cascade Locks Plan. As a precedent, a recreation-based retail business involving the sale of alcohol is already located on the opposite end of the Marine Park in the "Locks Café" located in the Visitor Center at the Sternwheeler Dock, operated by concessionaire Portland Spirit. To date, the café has been a positive addition to the recreational, historic, and cultural uses of the popular Marine Park. Likewise, Thunder Island Brewing has shown very strong potential to be a successful business and a good neighbor to the community.

5. The applicable criteria set forth in Section 8-6.148.110 and section 8-6.152.060 are met

The proposed use as a Retail location is consistent with the applicable criteria as defined by Section 8-6.148.110 (Approval Standards) as described above, and Section 8-6.152.060 (Approval Standards for Specific Uses) as follow:

O. Retail Sales and Service (Public Zone)

- 1. Nearby properties shall be buffered from potential noise, lighting, and other impacts related to activities occurring on the site.**

THUNDER ISLAND

Brewing Co.

The proposed retail use shall be limited in size, with a maximum occupancy of 25 customers (per Hood River County Occupancy Permit). No new exterior lighting is proposed for the building. Business hours are not proposed to extend later than 10pm.

2. **The transportation system is capable of safely supporting the proposed use in addition to the existing and planned uses in the area. Evaluation factors include, but are not limited to, street capacity and level of service, access to collector or arterial streets, transit availability, on-street parking impacts, access requirements, and neighborhood impacts.**

The Port warehouse building is accessed from Portage Road through the Marine Park. There are very few vehicle trips on this dead-end road, particularly in the evening hours. As described above, sufficient parking is proposed on site, with ample overflow parking capacity in the Marine Park.

3. **Drive-through facilities shall not be permitted.**

None are proposed.

4. **Business hours shall be limited between 8 a.m. and 10 p.m. unless the approval authority finds that the proposed use can successfully satisfy the applicable criteria in this chapter with extended hours. If extended hours are approved, they shall be specified by the approval authority.**

Tap Room business hours are generally 12pm – 10pm or 3pm – 9pm.

6. **The applicable criteria in Section 8-6.152.060 are satisfied.**

The proposed use is consistent with the provisions outlined under Section 8-6.152.060 specific to Retail Sales and Service (Public Zone) as described above (Approval Standards for Specific Uses).

PROPERTY LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF CASCADE LOCKS**, a Cascade Locks municipal corporation, hereinafter referred to as "Lessor" or "Port," and Thunder Island Brewing ("TIB"), hereinafter referred to as "Lessee."

1. **Property Description.** In consideration of the covenants of the parties, Lessor leases to Lessee the existing Port kitchen space in Lessor's property, known as 511 Portage Way, located at north end of the Port maintenance building in the Marine Park. In addition, Lessee may have limited use of the grounds immediately adjacent to the kitchen for an outdoor patio or outdoor seating, and the serving of food and drinks depending upon zoning and City restrictions for such use. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to its spaces, which Lessee agrees to abide by.
2. **Term.** This lease shall commence upon signing of lease, which is expected on or about April 25, 2013, and shall continue as a month-to-month tenancy for six months or until terminated by either party. Assuming the Lessee is not in default, the lease shall automatically renew each month at the discretion of Lessor and Lessee until terminated.
3. **Rental Rate.** Monthly Rent for the Leased Premises will be the \$200 per month until terminated.
4. **Use.** Lessee shall use the Leased Premises for the brewing of beer and storage of beer brewing equipment and ingredients. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **Taxes.** Lessor shall pay all taxes on the property. Lessee will responsible for any taxes that relate to the equipment used on the premises.
6. **Leased Premises Improvements.** Lessee acknowledges that all utilities and appliances in this space work satisfactorily and that any repairs required will be taken care of at Lessee's expense. Lessee will be responsible for any additional work required to make the space usable for brewing beer.
7. **Utilities.** Lessor shall send a bill to Lessee for the cost of water, sewer, and electricity monthly, and Lessee shall pay said bill within ten days. Garbage service shall be the responsibility of Lessee.
8. **Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case

any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

9. Fire Insurance and Waiver of Subrogation. If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building, or related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

10. Lessee and Lessor Covenants. Lessee shall not do anything which may damage the Leased Premises or any systems in the Building or other areas surrounding the Building. Lessee shall not be a nuisance or a menace to other tenants in the Building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the Building roof, bearing walls, exterior walls, doors and the electrical systems installed by Lessor. Lessor shall also maintain exterior common areas and provide ice and snow removal in the parking area outside the Leased Premises. Lessee shall be responsible for all other maintenance and repair costs of the Leased Premises.

11. **Care of Leased Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
13. **Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.
14. **Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from Building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
15. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours written notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as written notice of inspection of the Leased Premises.
16. **Entire Agreement; Amendments.** This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
17. **Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
18. **Assignment.** Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises

or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

19. **Default.** Time is of the essence of performance of all the requirements of this lease. If: a) any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten days after the same are due and payable; or b) if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 14 days after written notice to Lessee specifying the nature of the default with reasonable particularity; or c) if Lessee shall declare bankruptcy or be insolvent according to law; or d) if an assignment of Lessee's property shall be made for the benefit of creditors; or e) if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

20. **Notices.** Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent or to the person signing the lease or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the General Manager or Gary Rains, Economic Development Manager, at Lessor's administrative office located at 355 WaNaPa, Cascade Locks, Oregon, or mailed to P.O. Box 307, Cascade Locks, OR 97014, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

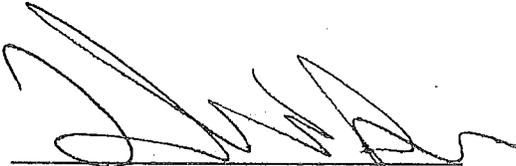
21. **Dispute Resolution.** Any dispute involving this lease may be resolved by mediation. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

22. **Authority to Execute.** The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED June 30th, 2013.

Lessee:

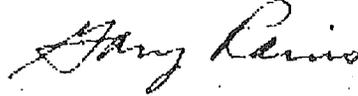
Thunder Island Brewing LLC



David Lipps, Managing Partner

Lessor:

Port of Cascade Locks
355 WaNaPa
Cascade Locks, OR 97014



Signature

86304

Filed for record May 24, 1954 at 3:29 P. M.

FILED

BOOK 52 PAGE 551
MAY 24 3 29 PM 1954

QUITCLAIM DEED

D.E. Imbler
COUNTY CLERK

B.C. Collier
DEPUTY

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, by act of Congress, approved 28 May 1940, Public Law 533, 76th Congress (54 Stat. 225), entitled, "An Act authorizing the Secretary of War to convey to the Port of Cascade Locks, Oregon, certain lands for municipal purposes," the Secretary of War is authorized and directed to convey, by quitclaim deed, upon the payment to the United States of not less than 50 per centum of the current appraised value thereof to the Port of Cascade Locks, Oregon, all right, title and interest of the United States in and to the hereinafter described lands; and

WHEREAS, the Secretary of War is further authorized and directed in section 2 of said act of Congress to convey to the Port of Cascade Locks, Oregon, in addition to the lands described in the first section of said act, all right, title and interest of the United States in and to the following: All buildings, and permanent fixtures, and any material, supplies, and sundry equipment abandoned by the War Department on such lands, together with the water systems, water mains, distribution lines, and water rights located on or connected with such lands; and

WHEREAS, section 3 of said act further provides that the lands and other property authorized to be conveyed by said act shall be used by the grantee for a municipal park and dock and the deed executed by the Secretary shall contain the express condition that if the grantee shall cease to use such land for such purposes, or shall alienate or attempt to alienate such lands, title thereto shall revert to the United States; and

WHEREAS, the right, title and interest of the United States of America was acquired in and to said lands, and property, hereinafter described by the following documents and proceedings, to wit:

Judgment entered in the Circuit Court of the United States for the District of Oregon on 5 October 1878, in Cause No. 396, The United States vs. The Oregon Steam Navigation Company; Judgment entered in the Circuit Court of the United States for the District of Oregon on 24 August 1884, in Cause No. 883, The United States vs. The Oregon Railway and Navigation Company and The Farmer's Loan and Trust Company; Quitclaim Deed from the Oregon-Washington Railroad and Navigation Company dated 29 July 1927 and recorded in Volume 21, page 17, Hood River County, Oregon Deed Records; and

WHEREAS, said lands, buildings, fixtures, material, supplies, equipment, water systems, water mains, distribution lines and water rights have been currently appraised at the sum of TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$26,500.00).

NOW THEREFORE, the UNITED STATES OF AMERICA, acting by and through its Secretary of the Army, formerly known and designated as the Secretary of War, under and pursuant to the powers and authority contained in the provisions of said Public Law 533, 76th Congress (54 Stat. 225), approved 28 May 1940, for and in consideration of the sum of THIRTEEN THOUSAND TWO

does hereby remise, release and forever quitclaim unto the said Port of Cascade Locks, Oregon, all right, title and interest of the United States in and to the following described lands, situate in the County of Hood River, State of Oregon, to wit:

Commencing at a point, not monumented, on left bank of Columbia River, one thousand two hundred and six and three-tenths feet (more or less) north from center of Section 12, Township 2 North, Range 7 East, of the Willamette Meridian in Hood River County in the State of Oregon, this point being on the southerly boundary line of the R. G. Atwell, D.L.C.; thence from said initial point by metes and bounds east one hundred and twenty-five feet to a point, south two hundred and three and five-tenths feet to an eight-inch by eight-inch stone with iron plug marked "U. S. 4"; south forty-one degrees fifteen minutes west five hundred and seventy-eight and six-tenths feet; south twenty-nine degrees thirty minutes east sixty feet; south twenty-nine degrees forty-five minutes west seventy-five feet; south twenty-nine degrees thirteen minutes west fifty-eight and fifty-one one-hundredths feet; south forty degrees no minutes west one hundred and thirty-five and five-tenths feet; south thirty-seven degrees thirty minutes west one hundred feet; south thirty-six degrees twenty minutes west one hundred feet; south thirty-four degrees fifteen minutes west one hundred and one feet; south thirty-two degrees fifty minutes west one hundred feet; south thirty degrees twenty minutes west one thousand five hundred and ninety and one-hundredth feet; north fifty-nine degrees thirty minutes west two hundred feet; north forty-seven degrees fifteen minutes west nine hundred and fifty feet; north twenty-eight degrees no minutes east two hundred and eighty-six and forty-four one-hundredths feet; north eleven degrees no minutes west three hundred and forty-three and two-tenths feet; north forty-six degrees no minutes east one thousand one hundred and seventy-one and five-tenths feet; north eighty-eight degrees no minutes east seven hundred and twenty-six feet; north forty-nine degrees no minutes east nine hundred and seven and sixteen one-hundredths feet, (more or less to a point on the north-south center line of said Section 12); south fifty-five and four-tenths feet (more or less) to the point of beginning, which is on the southerly boundary of the R. G. Atwell, D.L.C.

Together with all right, title and interest of the United States in and to the following: All buildings and permanent fixtures, and any material, supplies, and sanitary equipment abandoned by the War Department on said lands, together with the water systems, water mains, distribution lines and water rights located on or connected with such lands.

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove

thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD the above-described lands and other property unto the said Port of Cascade Locks, Oregon, forever, on condition that such lands and other property shall be used by the grantee for a municipal park and dock, and if the grantee shall cease to use such land for such purposes, or shall alienate or attempt to alienate such lands, title thereto shall revert to the United States.

IN WITNESS WHEREOF, the United States of America, acting by and through its Secretary of the Army, has caused these presents to be executed this 24th day of April 1954.

UNITED STATES OF AMERICA
Acting by and through its
Secretary of the Army

Robert L. Stevens

Robert L. Stevens
Secretary of the Army

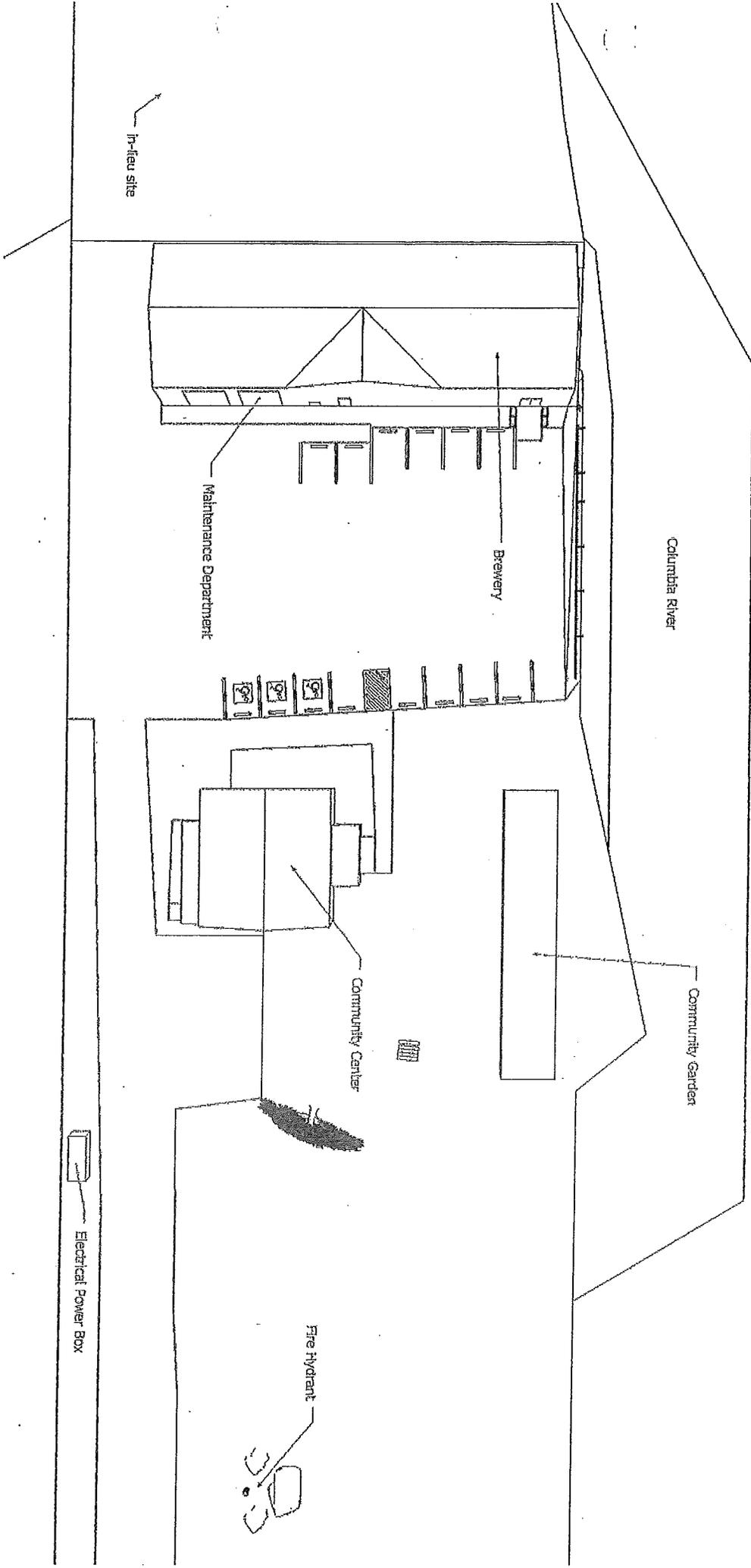
COMMONWEALTH OF VIRGINIA }
COUNTY OF ARLINGTON } ss.

On this 24th day of April, 1956, personally appeared Robert T. Stevens, who being duly sworn, did say that he is the Secretary of the Army of the United States of America, and that the seal affixed to the foregoing instrument is the official seal of the Department of the Army and that the said instrument was signed and sealed in behalf of the United States of America, and he acknowledges said instrument to be his voluntary act and deed. Before

[Handwritten Signature]

Attest:
Henry Hablic
Arlington County, Virginia
My Commission Expires





In-leu site

Columbia River

Brewery

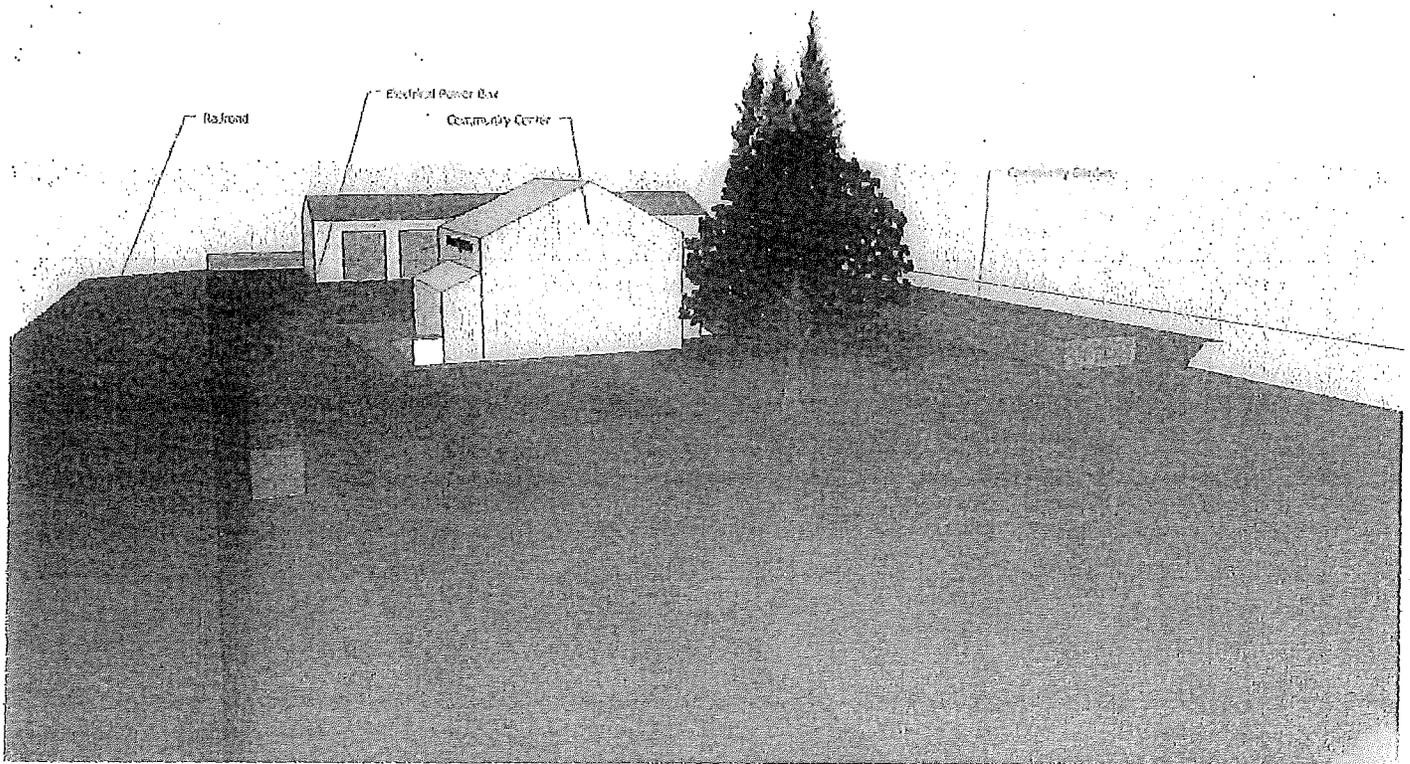
Maintenance Department

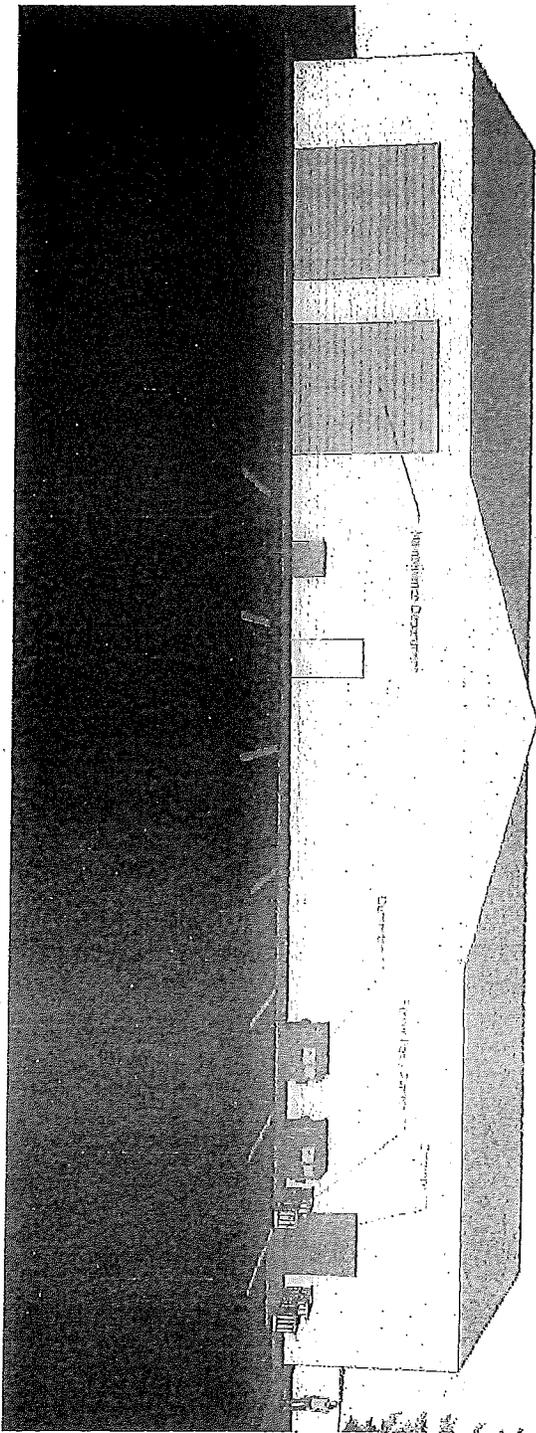
Community Center

Community Garden

Fire Hydrant

Electrical Power Box





**NOTICE TO APPLICANT
REIMBURSEMENT TO CITY OF CASCADE LOCKS
FOR ADMINISTRATIVE FEES**

TO: APPLICANT

The City of Cascade Locks, like many other small cities in Oregon, is faced with a severely reduced budget for the administration of the City's Ordinances. The land use planning process in the State of Oregon has become increasingly complex. To properly process land use applications, the City must rely upon professional consultants to assist in preparing the legal notices, conducting on-site inspections, preparation of staff reports, and, in some cases, actual attendance at the Planning Commission and/or City Council meetings. The City utilizes a consultant to ensure that applications are processed fairly and promptly. Because of reduced budgets, the City finds it necessary to transfer some administrative costs to you, the applicant, as part of the land use planning process. Therefore, you are asked to read and sign the agreement below indicating that you understand and agree to this requirement.

**AGREEMENT TO REIMBURSE CITY
FOR ADMINISTRATIVE COSTS**

I/We, the applicant(s), Thunder Island Brewing, hereby agree to reimburse the City of Cascade Locks for administrative costs over and above the costs covered by the Basic Fee, which we have paid. We have been advised that an estimated cost is \$ 62500, but that the actual costs could exceed this amount. In the event the City is required to commence litigation to recover these costs, the prevailing party shall be awarded costs and reasonable attorney's fees, including any costs and fees on appeal.

The amount not paid shall also become a lien against the property on which the land use action is sought, in favor of the City of Cascade Locks, and shall be docketed in the City Lien Docket.

DATED this 2nd day of December, 2013.

LAND USE APPLICANT(S): X

Dave Lipps, T.I.B.

PROPERTY OWNER(S): X
(If Different Than Above)

Paul Koch
Paul Koch, Port GM