

Board of Commissioners

Dirk Rohne - Chairman
Robert Stevens – Vice-Chair
Thaddeus Fickel – Secretary
James Campbell – Treasurer
Tim Hill – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

March 17, 2026 @ 4:00 PM
422 Gateway Ave, Suite 100, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ACTION
 - a. Grazing Lease Agreement – Stephen Zorich 3
7. COMMISSION COMMENTS
8. EXECUTIVE DIRECTOR COMMENTS
9. UPCOMING MEETING DATES
 - a. Regular Session – April 7, 2026, at 4:00 PM
 - b. Workshop Session – April 21, 2026, at 4:00 PM
10. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>.

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUeIxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Please Note:

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GRAZING LEASE AGREEMENT

Date: February 25, 2026

Between: **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
503-741-3300 ("Port")

And: **Stephen Zorich**
[REDACTED]
Astoria, OR 97103
[REDACTED] ("Tenant")

RECITALS

Port leases to Tenant, and Tenant leases from the Port, the following described property (the "Premises") on the terms and conditions stated below:

SECTION 1 PREMISES.

1.1 Areas within or coterminous with the property boundaries of the Port of Astoria Regional Airport, and within the municipal limits of Warrenton, Oregon. The irregularly shaped grazing lease areas are bounded by fences and/or watercourses, which watercourses are excluded from the lease areas, and which are illustrated in Exhibit A and generally described below:

Grazing Area A:	25 acres +/-
Grazing Area B:	35 acres +/-
Grazing Area C:	19 acres +/-
Grazing Area D:	32 acres +/-
Grazing Area E:	18 acres +/-
Grazing Area F:	33 acres +/-
Grazing Area G:	21 acres +/-
Total Lease Area:	183 acres +/-

1.2 Amendment of Premises. At any time during the term of the lease, Port reserves the right, and Tenant acknowledges the Port's right, to amend the Grazing Area boundaries, taking whatever portion of a grazing area is necessary for federal, state or local municipal regulatory compliance, airport operational purposes, or airport economic development. The amendment shall be commemorated in writing as an amendment to the lease.

Section 2 Term.

2.1 **Original Term.** The term of this agreement shall be for one (1) year and commence April 1, 2026, and shall continue through March 31, 2027.

- 2.2 **Option Periods.** Tenant shall have four (4) options to renew this agreement by giving Port sixty (60) days written notice in advance prior to March 31st, each year that the lease is in effect, unless sooner terminated as hereinafter provided.

SECTION 3 RENT.

- 3.1 **Base Rent.** Tenant shall pay to Port as base rent the sum of \$4,575.00 per year, calculated at \$28.24 per acre annually for 162 acres. Rent shall be payable on or before the first day of the term and each subsequent term according to the following schedule:
- 3.2 **Additional Rent.** All taxes (including property taxes), insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Port or third parties pursuant to this lease shall be additional rent. All additional rent shall be paid when and, in the manner, specified in this lease. Proof of payment shall be submitted to the Port within five (5) days of the date such additional rent is due.
- 3.3 **Late Charges.** Tenant acknowledges that late payment of any rent or other payment required by this lease from Tenant to Port or any third party will result in costs to Port, the extent of which is extremely difficult and economically impractical to ascertain. Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. Port may charge and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.
- 3.4 **Escalation.** The base rent provided in Section 3.1 shall be increased in the month of April 2027 and every April thereafter as long as this lease remains in effect, by a percentage equal to the Percent Annual Increase in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor (the "CPI"). Comparisons shall be made using the index titled All items in West Urban-for All Urban Consumers (1982-84=100), or if such index is no longer published the nearest comparable data on changes in the cost of living. The increase shall be determined by using the CPI most recently published before the applicable adjustment date as the ending date. In no event, however, shall base rent be reduced below that of the prior year.
- 3.5 **Reduction in Area of the Premises.** The rent for any reduction by the Port of the Tenant's Premises shall be prorated for the remaining portion of the current term, and refunded by the Port or credited to future rent obligation at the discretion of the Tenant.
- 3.6 **Grazing Area G.** In consideration of the Tenant taking possession of Grazing Area G and replacing the fence and removing berry plants and brush, rent on Grazing Area G shall be abated for a period of three (3) years.

SECTION 4 USE OF THE PREMISES.

- 4.1 **Permitted Use.** The Premises shall be used for cattle grazing only and for no other purpose without the written consent of the Port, which consent shall not be unreasonably withheld. If this use is prohibited by law

or governmental regulation, this agreement shall terminate on 60 days' notice to Tenant.

SECTION 5 REPAIRS AND MAINTENANCE.

5.1 **Tenant's Obligations.** The following shall be the responsibility of the Tenant:

- (1) Tenant agrees, at his sole expense, to maintain such fences as are necessary to keep his cattle off of Port runways and public roadways.
- (2) Tenant agrees to secure all elk fencing and gates within the agreement area.
- (3) Tenant agrees, at his sole expense, to repair all damages to drainage ditches caused by his actions. It is the Tenant's sole obligation to clear or clean any or all drainage ditches on the leased property to ensure that they function satisfactorily.
- (4) Tenant agrees to pay the Port for all costs incurred by the Port for each and every occurrence of any livestock escaping from the enclosed area and straying onto areas not confined by enclosures. These costs include, but are not limited to Port employees' time spent returning cattle to leased property. Failure to pay for such costs shall be grounds for termination of this agreement.

5.2 **Port's Obligations.** The following shall be the responsibility of the Port:

- (1) The Port will supply keys and locks for elk fencing and gates within the Grazing Lease Areas.

SECTION 6 INSURANCE AND INDEMNITY

6.1 **Insurance Required.** Tenant agrees to furnish the Port property damage insurance covering the Tenant's operation on the leased premises in the amount of not less than \$1,000,000.00 for injuries to parties occurring out of shall bear the expense of any insurance insuring the property of Tenant on the Premises. Tenant shall obtain and maintain throughout the term CGL and Worker's Compensation Insurance coverage as required by law during the term of this lease, and any extension thereof, is in force.

6.2 **Indemnification.** Tenant shall indemnify, hold harmless, and defend Port from any claim, loss, or liability (collectively the "liabilities") arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of the Tenant. Port shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

SECTION 7 TAXES.

7.1 **Property Taxes and Assessments.** Tenant shall pay as due all taxes on its personal property located on the Premises and all real property taxes assessed against the Premises. Tenant shall pay as due all real property taxes and special assessments levied against the Premises before the same become past due. As a public entity, Port does not pay property taxes, but Tenant will be assessed directly by the County for its demised Premises. As used herein, "real property taxes" includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Port or Tenant. Tenant will provide Port with proof of payment of real property taxes before the same become past due.

SECTION 8 ASSIGNMENT AND SUBLETTING.

8.1 No part of the land may be assigned, mortgaged or encumbered, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of

Port. This provision shall apply to all transfers by operation of law. If Tenant attempts to assign agreement without Port's written permission, this agreement shall be automatically terminated.

Section 9 Port's Right of Entry.

- 9.1 **Right of Entry.** Port shall at all times have the right of entry onto the Tenant's Premises.
- 9.2 **Interference with Tenants Operations.** If the Port exercises its right of entry it shall minimize the impact on or interference with the Tenant's grazing operations.

Section 10 Environmental.

- 10.1 **Compliance with Environmental Laws.**
1. Tenant shall comply with all federal, state, or local municipal laws as may now or in the future exist and that are applicable to Tenant's grazing operation.
 2. Tenant shall cooperate with the Port in the Port's compliance required under the Oregon Department of Environmental Quality 1200Z Storm Water Discharge Permit, and shall bear the cost of any compliance related to its grazing operation.
- 10.2 **Petroleum Product and Farm Chemical Storage.** Tenant shall store no petroleum or chemicals associated on the Premises.
- 10.3 **Application of Agricultural Chemicals.** Tenant shall use all due caution in application of agricultural chemicals on the Premises and particularly adjacent to waterways and comply with all regulatory requirements for agricultural chemical application.

SECTION 11 Default.

The following shall constitute events of default under this Lease:

- 11.1 **Default in Rent.** Failure of Tenant to pay Base Rent, Additional Rent, or other charge due under the Lease within ten (10) days of receipt of written notice that the same is due. The due date for all other charges is hereby defined as the due date specified on the invoice issued to Tenant for any such charges, but in no event less than thirty (30) days after receipt of such notice by Tenant. It is the responsibility of Tenant to ensure Port has on record accurate and up to date contact information. Tenant's non-receipt of an invoice due to inaccurate contact information will not relieve Tenant of liability for any consequence of a late payment under this Lease, including, but not limited to, default, late fees, interest, or any other charge due under this Lease that is incurred as a result of late payment of an invoice. Tenant hereby agrees that any invoice sent by email shall be deemed to have been received by Tenant on the date that the email was sent by the Port to the Tenant. Tenant's claim to have not received an invoice shall not relieve Tenant of any liability for a late payment.
- 11.2 **Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within twenty (20) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be

deemed satisfied if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

- 11.3 **Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within ninety (90) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If the Lease has been assigned and such assignment has been consented to by Port, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.
- 11.4 **Abandonment.** Failure of Tenant for ninety (90) days or more to occupy the Premises for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.
- 11.5 **Port's Right to Cure Defaults.** If Tenant fails to perform any obligation under this Lease, Port shall have the option to do so after thirty (30) days' written notice to Tenant. All of Port's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Port. Such action by Port shall not waive any other remedies available to Port because of the default.

Section 12 Termination.

- 12.1 **Port's Unrestricted Right of Termination.** Port shall have the unrestricted right, upon 120 days' prior written notice to the Tenant and without any cause or default by Tenant, to terminate the lease on the entire Premises, or any Grazing Area as depicted on Exhibit A, or any portion of any Grazing Area. If so terminated, the rent paid for the then current term shall be prorated and area and refunded to tenant.
- 12.1 **Termination for Cause.** Except as otherwise expressly provided in this Lease, in the event of a default by Tenant may be terminated at the option of Port, by written notice to Tenant. Whether or not the Lease is terminated at the election of Port or otherwise, Port shall be entitled to recover damages from Tenant for the default, and Port may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

Section 13 Notices.

- 13.1 Any written notice required or permitted under this Lease shall be effective when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

Port of Astoria:

Tenant:

By: _____

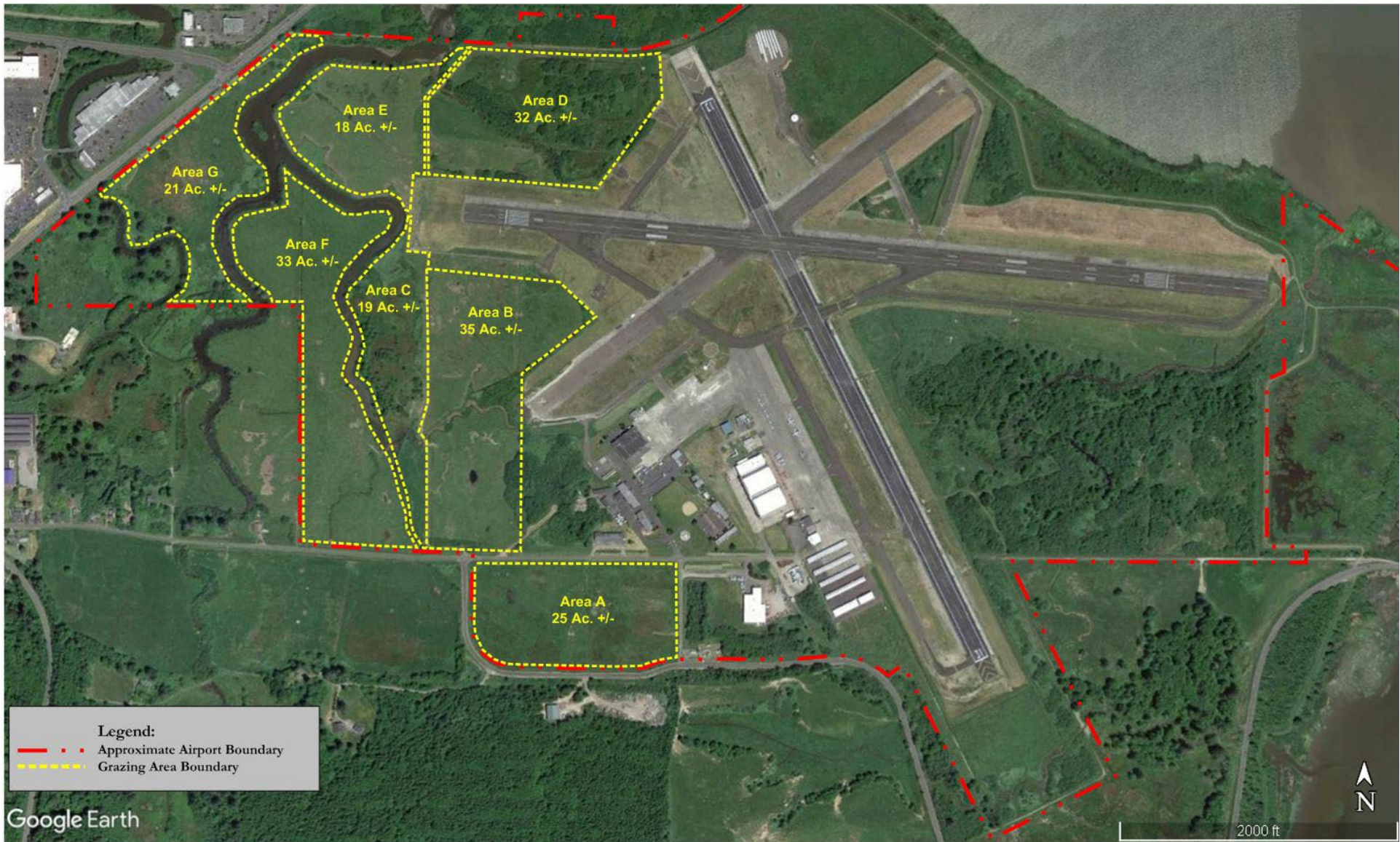
Will Isom
Executive Director
Port of Astoria

By: _____

Stephen Zorich
Tenant

By: _____

Dirk Rohne
President, Port Commission
Port of Astoria



Zorich Grazing Lease: Exhibit A