



# Coos County Land Use Permit Application

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:  
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL  
[PLANNING@CO.COOS.OR.US](mailto:PLANNING@CO.COOS.OR.US) PHONE: 541-396-7770

FILE NUMBER: ACU-21-007

Date Received: 2/8/2021 Receipt #: 224209 Received by: f.o.m

This application shall be filled out electronically. If you need assistance please contact staff.  
If the fee is not included the application will not be processed.  
*(If payment is received on line a file number is required prior to submittal)*

## LAND INFORMATION

A. Land Owner(s) (1) Coos County; (2) Oregon International Port of Coos Bay

Mailing address: (1) 250 N Baxter, Coquille, OR 97423; (2) PO Box 1215, Coos Bay, OR 97466

Phone: (1) 541-396-7585; (2) 541-267-7678 Email: (1) mdado@co.coos.or.us; (2) mbarber@port

Township: 24 Range: 13 Section: 34 C 1/4 Section: 401, 900, 901, 902 Tax lots:

25 13 11 D 800

Tax Account Number(s): See attached Zone: Select Zone Please Select  
Tax Account Number(s): See attached Please Select

B. Applicant(s) Clausen Oysters, LLC (Seth Silverman and Paddy Glennon)

Mailing address: 66234 North Bay Road, North Bend, OR 97459

Phone: 949-975-9699 paddy@clausenoysters.com

C. Consultant or Agent: Phil Bloch

Mailing Address 146 N. Canal St, Suite 111, Seattle, WA 98103

Phone #: 425-440-0246 Email: phil.bloch@confenv.com

### Type of Application Requested

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Comp Plan Amendment | <input checked="" type="checkbox"/> Administrative Conditional Use Review - ACU | <input type="checkbox"/> Land Division - P, SUB or PUD    |
| <input type="checkbox"/> Text Amendment      | <input type="checkbox"/> Hearings Body Conditional Use Review - HBCU            | <input type="checkbox"/> Family/Medical Hardship Dwelling |
| <input type="checkbox"/> Map - Rezone        | <input type="checkbox"/> Variance - V   | <input type="checkbox"/> Home Occupation/Cottage Industry |

### Special Districts and Services

Water Service Type: Select type of Water Service Sewage Disposal Select type of Sewage System  
School District: Select School District Fire District: Select Fire District

Please include the supplement application with request. If you need assistance with the application or supplemental application please contact staff. Staff is not able to provide legal advice. If you need help with findings please contact a land use attorney or consultant.

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: [Map Information](#) Or [Account Information](#)

- D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- I.  A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1.  A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
  2.  A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
  3.  A complete description of the request, including any new structures proposed.
  4.  If applicable, documentation from sewer and water district showing availability for connection.
- II.  A plot plan (map) of the property. Please indicate the following on your plot plan:
1.  Location of all existing and proposed buildings and structures
  2.  Existing County Road, public right-of-way or other means of legal access
  3.  Location of any existing septic systems and designated repair areas
  4.  Limits of 100-year floodplain elevation (if applicable)
  5.  Vegetation on the property
  6.  Location of any outstanding physical features
  7.  Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III.  A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit.

Philip Bloch

Digitally signed by Philip Bloch  
Date: 2021.01.29 11:34:16 -08'00'

### ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: N/A

Type of Access: Select Name of Access: \_\_\_\_\_

Is this property in the Urban Growth Boundary? Select

Is a new road created as part of this request? Select

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- a. Traffic Study completed by a registered traffic engineer.
- b. Access Analysis completed by a registered traffic engineer
- c. Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance (CCZLDO) Article 7.

By signing the application I am authorizing Coos County Roadmaster or his designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. I understand that I shall contact the Road Department to let them know when the improvements are ready to be inspected or Bonded. Contact by phone at 541-396-7600

#### Coos County Road Department Use Only

Roadmaster or designee: \_\_\_\_\_

Driveway     Parking     Access     Bonded    Date: \_\_\_\_\_    Receipt # \_\_\_\_\_

File Number: DR-20-

# Joint Permit Application

This is a joint application, and must be sent to all agencies (Corps, DSL, and DEQ). Alternative forms of permit applications may be acceptable; contact the Corps and DSL for more information.

Date Stamp

 <b>U.S. Army Corps of Engineers Portland District</b>	 <b>Oregon Department of State Lands</b>	 <b>Oregon Department of Environmental Quality</b>
Action ID Number	Number	

### (1) TYPE OF PERMIT(S) IF KNOWN (check all that apply)

**Corps:**  Individual  Nationwide No.: \_\_\_\_\_  Regional General Permit \_\_\_\_\_  Other (specify): \_\_\_\_\_  
**DSL:**  Individual  GP Trans  GP Min Wet  GP Maint Dredge  GP Ocean Energy  No Permit  Waiver

### (2) APPLICANT AND LANDOWNER CONTACT INFORMATION

	Applicant	Property Owner (if different)	Authorized Agent (if applicable) <input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contractor
Name (Required)	Paddy Glennon	1) Coos County 2) Oregon International Port of Coos Bay	Phil Bloch
Business Name	Clausen Oysters		Confluence Environmental
Mailing Address 1	66234 North Bay Road	1) 250 N Baxter	146 N. Canal St.
Mailing Address 2		2) PO Box 1215	Suite 111
City, State, Zip	North Bend, OR 97459	1) Coquille, OR 97423 2) Coos Bay, OR 97420	Seattle, WA 98103
Business Phone	541-756-3600	1) 541-396-7585 2) 541-267-7678	425-440-0246
Cell Phone			425-440-0246
Fax	541-756-3200		
Email	paddy@clausenoysters.com	1) Mdado@co.coos.or.us 2) mbarber@portofcoosbay.com	phil.bloch@confenv.com

### (3) PROJECT INFORMATION

**A. Provide the project location.**

Project Name Clausen Oyster - Off-Bottom Oyster Conversion	Latitude & Longitude* 43.4408, -124.2229			
Project Address / Location Tideland/Coos Bay	City (nearest) North Bend	County Coos County		
Township	Range	Section	Quarter / Quarter	Tax Lot
24 South	13 West	34	SE/SE	81; 90-92; 95-98; 101-112; W 1/2 113; 114-118; 123-129; 136-139

25 South	13 West	12	NW/SW	164-170; 205-220; 254-268;
25 South	13 West	12	SW/SW	157-159, 118-120, 110-112
Brief Directions to the Site: Traveling north from North Bend on US 101, turn right on N. Bay Road before crossing Haynes Inlet. Clausen Oyster plant is on the left approximately 1 mile from turnoff. Travel from there by boat to visit Conversion Sites. S-1 site is accessible on Haynes Inlet. S-7/Kentuck is accessible from Haynes Inlet by travelling south past McCullough Memorial Bridge along North Bend Lower Range Navigational Channel.				
<b>B. What types of waterbodies or wetlands are present in your project area? (Check all that apply.)</b>				
<input type="checkbox"/> River / Stream		<input type="checkbox"/> Non-Tidal Wetland		<input type="checkbox"/> Lake / Reservoir / Pond
<input checked="" type="checkbox"/> Estuary or Tidal Wetland		<input type="checkbox"/> Other		<input type="checkbox"/> Pacific Ocean
Waterbody or Wetland Name**	River Mile	6 <sup>th</sup> Field HUC Name	6 <sup>th</sup> Field HUC (12 digits)	
Coos Bay				

\* In decimal format (e.g., 44.9399, -123.0283)

\*\* If there is no official name for the wetland or waterbody, create a unique name (such as "Wetland 1" or "Tributary A").

<b>C. Indicate the project category. (Check all that apply.)</b>		
<input type="checkbox"/> Commercial Development	<input type="checkbox"/> Industrial Development	<input type="checkbox"/> Residential Development
<input type="checkbox"/> Institutional Development	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Recreational
<input type="checkbox"/> Transportation	<input type="checkbox"/> Restoration	<input type="checkbox"/> Bridge
<input type="checkbox"/> Dredging	<input type="checkbox"/> Utility lines	<input type="checkbox"/> Survey or Sampling
<input type="checkbox"/> In- or Over-Water Structure	<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Other:

#### (4) PROJECT DESCRIPTION

##### A. Summarize the overall project including work in areas both in and outside of waters or wetlands.

The project will include the commercial production of oysters. Potential species include Pacific oysters (*Crassostrea gigas*), kumamoto oysters (*Crassostrea skimea*), or Olympia oysters (*Ostrea lurida*). The project will convert approximately forty (40) acres of existing on-bottom aquaculture area to off-bottom aquaculture methods. Off-bottom culture methods include the following methods: cultch on longlines, flipbags on longlines and baskets on longlines. Methods and equipment are described in 4(b) below for each off-bottom culture method. For all methods, only removable gear will be used, and all cultured organisms placed within or attached to the gear during the planting phase will be harvested when they reach market size. No rock, gravel, sand, silt or other inorganic substances, or wood debris, will be removed from waters.

##### B. Describe work within waters and wetlands.

###### Off-Bottom Aquaculture – Cultch on Longlines

Polypropylene or nylon lines containing seeded oyster cultch would be installed with parallel lines 2.5 feet apart. In some cases 5-foot gaps may be provided between groups of lines. Lines are approximately 100-feet in length and would be supported by notched PVC stakes that support the lines approximately every 3 to 5 feet. There are three main activities that occur for cultch-on-longline operations: (1) planting, (2) maintenance, and (3) harvesting. Activities occur during both low tides (when the area is exposed) and high tides (when the area is inundated).

A crew plants the cultch-on-longlines when the tide is low enough to access a plot on foot. Prior to planting oyster seed, notched PVC stakes are placed in 100-ft rows. Oyster seed are collected from the nursery and moved using skiffs. The planting crew will gather bags from the nursery during the preceding high tide using a skiff and a hook. The crew then take the bags to the plot being planted and place them along the edge of a row of empty PVC stakes. At low tide, the crew go back out to the plot on foot, cut the longline out of the bag and pull it alongside the empty PVC stakes. The longlines are strung through notches on top of the PVC stakes, which suspends the oyster seed approximately 1-ft above the bay bottom.

Sites are inspected biweekly or monthly with staff walking a small portion of the plot at low tide. Lines are restored as necessary and unnatural debris is removed. Apart from the inspection, virtually no activity would take place until harvest.

Cultch-on-longline beds are harvested after 18 to 36 months, depending on market conditions, growth conditions, and other factors controlling consumer demand. Lines are harvested either using a scow that pulls the lines onto vessels, or by hand picking where lines are cut into smaller lengths and placed in 20 tubs to be collected by scow. PVC stakes are left in place for the next planting cycle.

#### Off-Bottom Aquaculture – Flipbags

Longlines are typically 100' to 300' long with anchor posts at both ends and supporting posts typically every 8'. The anchor posts are typically galvanized steel pipe, T-stakes or other suitable materials and are used to maintain line tension. The supporting posts in between are typically made of PVC. Long lines can be 1' to 4' in elevation above the ground. Lines between the posts are plastic coated with a steel core. Covering that inner line is an outer sleeve that reduces wear. Long lines can hold either bags or baskets, with or without floats. Longline support post and anchors (end post) are driven manually (e.g., using hammers or post pounders); no mechanical or power equipment is proposed for gear installation. Material used in end posts has a serviceable life of at least 15 years.

Oyster production using flipbags involves hanging bags from a line suspended above the substrate. Each bag is fitted with a float on the bottom that causes the bag to invert when submerged during high tide. Tipping bags attached on longlines are made of durable VEXAR and are typically 2'x3' with ½" mesh. These bags are attached to the line using a stainless-steel snap hook or plastic clip that connects to a plastic bearing. Bags attached to long lines have a small crab float attached to them opposite of the attachment to the long line.

Floats are attached to the bag using 3/8" polyethylene line. The boat runs alongside the longlines and bags/baskets are clipped directly onto the line.

The typical production cycle includes "planting out" baskets of seed oysters, bi-weekly to monthly checks on equipment condition and shellfish growth and health, and harvest. To maintain optimal stocking densities baskets are periodically collected, returned to the Clausen Facility, graded, and redistributed to additional baskets. Harvest simply involves a final collecting of baskets, which are processed, graded, and prepared for distribution at the Clausen Facility. Depending on the species harvest may take anywhere from 1 to 3 years after planting.

Similar to the longline culture, maintenance of flipbag culture requires biweekly or monthly inspections either on foot at low tide or from a boat at high tide.

#### Off-Bottom Aquaculture – Baskets

Oyster production using baskets involves hanging baskets from a monofilament line suspended off the bottom using PVC pipe. The monofilament line is protected by a polyethylene sleeve. The basket area is approximately 24 inches by 10 inches by 6 inches and is held on the line with plastic clips. A small float is attached to the baskets to increase buoyancy when the beds are inundated at high tide. The lines are positioned approximately 2.5-ft to 3.0-ft off the bottom so that the baskets are roughly 1-ft from the bay bottom when hanging down during low tides.

Maintenance of culture beds using baskets would be similar as that used for longline culture, with monthly visits to inspect plots either during a low tide when exposed or during a high tide when inundated.

Basket culture beds are harvested every 4 months and sorted for size. The baskets are taken off the longlines at either low tide (when exposed) or high tide (when inundated). PVC stakes are left in place for the next planting cycle. Oysters are sorted at the Clausen Facility and either sold on the half shell market or placed back in the baskets and returned to longlines for additional growth.

**C. Construction Methods. Describe how the removal and/or fill activities will be accomplished to minimize impacts to waters and wetlands.**

No removal or fill is proposed. Only removable gear will be used, and gear will be installed manually. All cultured organisms placed within or attached to the gear during the planting phase will be harvested when they reach market size. No rock, gravel, sand, silt or other inorganic substances or wood debris, will be removed from waters.

PVC and metal stakes used to support off-bottom aquaculture. Lines and anchors are installed by hand or using hand tools. Stakes are anticipated to occupy approximately 0.7 to 0.8 cubic yards per acre (27.9 to 29.9 cubic yards total for the project) depending on the type of off-bottom gear.

Equipment is transported to and from the sites using a skiff or oyster barge. Vessels will be moored in deep water or areas without eelgrass whenever possible.

**(4) PROJECT DESCRIPTION (continued)**

**D. Describe source of fill material and disposal locations if known.**

No fill or disposal proposed.

**E. Construction timeline.**

**What is the estimated project start date?**

February 2021

**What is the estimated project completion date?**

Ongoing.

**Is any of the work underway or already complete?**

Yes    No

**If yes, please describe.**

A small amount of gear was installed in the S-1 project area as a field test of the off-bottom growing methods in Coos Bay. Lines installed within the permit application area will be retained. Any lines outside of that area will be removed or relocated.

**F. Removal Volumes and Dimensions** (if more than 7 impact sites, include a summary table as an attachment)

Wetland / Waterbody Name *	Removal Dimensions					Time Removal is to remain**	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq.ft. or ac.)	Volume (c.y.)		
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**G. Total Removal Volumes and Dimensions**

Total Removal to Wetlands and Other Waters	Length (ft.)	Area (sq. ft or ac.)	Volume (c.y.)
Total Removal to Wetlands	N/A	N/A	N/A
Total Removal Below Ordinary High Water	N/A	N/A	N/A
Total Removal Below <u>Highest Measured Tide</u>	N/A	N/A	N/A
Total Removal Below <u>High Tide Line</u>	N/A	N/A	N/A
Total Removal Below <u>Mean High Water Tidal Elevation</u>	N/A	N/A	N/A

**H. Fill Volumes and Dimensions** (if more than 7 impact sites, include a summary table as an attachment)

Wetland / Waterbody Name*	Fill Dimensions					Time Fill is to remain**	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq. ft. or ac.)	Volume (c.y.)		
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/a

**(4) PROJECT DESCRIPTION (CONTINUED)**

**I. Total Fill Volumes and Dimensions**

Total Fill to Wetlands and Other Waters	Length (ft.)	Area (sq. ft or ac.)	Volume (c.y.)
Total Fill to Wetlands	N/A	N/A	N/A
Total Fill Below Ordinary High Water	N/A	N/A	N/A
Total Fill Below <u>Highest Measured Tide</u>	N/A	N/A	N/A
Total Fill Below <u>High Tide Line</u>	N/A	N/A	N/A
Total Fill Below <u>Mean High Water Tidal Elevation</u>	N/A	N/A	N/A



\*If there is no official name for the wetland or waterbody, create a unique name (such as "Wetland 1" or "Tributary A").  
\*\*Indicate whether the proposed area of removal or fill is permanent or, if you are proposing temporary impacts, specify the days, months or years the fill or removal is to remain.  
\*\*\* Example: soil, gravel, wood, concrete, pilings, rock etc.

#### **(5) PROJECT PURPOSE AND NEED**

##### **Provide a statement of the purpose and need for the overall project.**

The purpose of the project is the commercial production of shellfish using off-bottom culture methods. By using off-bottom growing techniques, Clausen Oysters will produce products that can be sold in additional market segments.

#### **(6) DESCRIPTION OF RESOURCES IN PROJECT AREA**

##### **A. Describe the existing physical, chemical, and biological characteristics of each wetland or waterbody. Reference the wetland and waters delineation report if one is available. Include the list of items provided in the instructions.**

Coos Bay is a large drowned river mouth estuary, located in Coos County, that has become inundated by tidal waters. The bay includes extensive tidelands that comprise 60-70% of the estuary surface area. The estuary has an average depth of -2 m MLLW. Tidal currents have average flows of approximately 1 meter per second. The shallow depth and high mixing means waters are well mixed throughout the year becoming partially stratified in winter primarily in areas within the navigation channel. The estuary has some water quality characteristics consistent with urbanized shoreline developments and compounded by the relatively low flushing rates (10-20 days in winter and 20-40 days in summer). The estuary has high rates of sediment deposition with an estimated annual aggradation of approximately 1.6 million cubic yards. The estuary has a tide range from approximately -0.9 m MLLW to +3.3 m MLLW.

Tideflats are inhabited by burrowing bivalves including gaper clams, cockles, littleneck clams, softshell clams, and by burrowing shrimp. Deeper waters and shell rubble are inhabited by crabs, shrimp and a diverse assemblage of fish including kelp greenling, black rockfish, sand lance, sand dabs, staghorn scuplin, starry flounder, English sole, Pacific herring, smelt, northern anchovy, surf perch and pile perch. The water column is dominated by copepods and marine diatoms. Critical habitat for ESA listed species including Oregon coast coho salmon ESU and Southern Green Sturgeon DPS occurs in Coos Bay.

The proposed project occurs in the middle region of Coos Bay estuary that is a transition zone where saline and tidal waters mix with freshwater from rivers, streams and sloughs. Large amounts of patchy eelgrass beds occur in intertidal areas with emergent salt marshes occurring in tidal inlets and sloughs.

Coos Bay estuary is an important resting, feeding and wintering ground for migratory birds of the Pacific flyways. Approximately 250 species of birds are either resident or migratory visitors to Coos Bay.

The project area has been mapped in detail for aquatic vegetation. A summer 2020 field survey confirmed that no eelgrass is present in the conversion areas.

##### **References:**

Much of the above summary of Coos Bay estuary ecology is derived from

Rumrill, S.S. 2006. The Ecology of the South Slough Estuary, Oregon: Site Profile of a National Estuarine Reserve. NOAA and Oregon Department of State Lands. Charleston, OR. 258 pp.

##### **B. Describe the existing navigation, fishing and recreational use of the waterbody or wetland.**

Coos Bay is navigable tidal waterway. The project is located outside of the main navigation channels and occurs in intertidal tidelands. The area is accessible, but rarely used for recreational or fishing activities.

The S-1 site is adjacent to Haynes Inlet which has a deepwater channel and is accessible by motorized vessels. Recreational fishing boats may use the channels in the vicinity of S-1. The Clausen Facility is the only marine dock along the inlet.

Kentuck inlet has a low flow channel, however the tideflats are extensive and rarely used by boaters due to the risk of grounding. The North Bend Range navigational channel is west of the tideflats and is used for commercial navigation. The project is more than 3000 feet from this navigation channel.

The primary use in the vicinity of S-7/Kentuck is oyster cultivation.

### (7) PROJECT SPECIFIC CRITERIA AND ALTERNATIVES ANALYSIS

**Describe project-specific criteria necessary to achieve the project purpose. Describe alternative sites and project designs that were considered to avoid or minimize impacts to the waterbody or wetland.\***

The project will avoid and minimize impacts to water through the implementation of conservation measures and best management practices described in Section 9 of this application. Shellfish aquaculture is a historic and ongoing use of tidelands in Coos Bay, and this project involves the conversion of 40 acres of on-bottom aquaculture to off-bottom aquaculture. The effects of this conversion to Coos Bay and associated species is expected to be minor or negligible. This activity has been assessed through a programmatic consultation completed by the Corps of Engineers and National Marine Fisheries Service (NMFS 2014). Some aquatic resources including eelgrass and fisheries resources, may benefit. While no removal or fill is proposed, an alternatives analysis has been prepared and is attached in the event it is required.

Reference:

National Marine Fisheries Service (NMFS). 2014. Programmatic Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Commercial Shellfish Aquaculture and Native Shellfish Restoration Authorized by the U.S. Army Corps of Engineers in Oregon. NMFS West Coast Region. NMFS Reference WCR-2014-825. Dated September 24, 2014.

### (8) ADDITIONAL INFORMATION

Are there <u>state</u> or <u>federally</u> listed species on the project site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within designated or proposed critical habitat?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within a national <u>Wild and Scenic River</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within a <u>State Scenic Waterway</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
Is the project site within the <u>100-year floodplain</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
<b>If yes to any above, explain in Block 6 and describe measures to minimize adverse effects to those resources in Block 7.</b>			
Is the project site within the <u>Territorial Sea Plan (TSP) Area</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
<b>If yes, attach TSP review as a separate document for DSL.</b>			
Is the project site within a designated <u>Marine Reserve</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
<b>If yes, certain additional DSL restrictions will apply.</b>			

\* Not required by the Corps for a complete application, but is necessary for individual permits before a permit decision can be rendered.

Will the overall project involve ground disturbance of one acre or more?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
<b>If yes, you may need a 1200-C permit from the Oregon Department of Environmental Quality (DEQ).</b>			
Is the fill or dredged material a carrier of contaminants from on-site or off-site spills?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
Has the fill or dredged material been physically and/or chemically tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
<b>If yes, explain in Block 6 and provide references to any physical/chemical testing report(s).</b>			
Has a cultural resource (archaeological and/or built environment) survey been performed on the project area?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Do you have any additional archaeological or built environment documentation, or correspondence from tribes or the State Historic Preservation Office?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown
<b>If yes, provide a copy of the survey and/or documentation of correspondence with this application to the Corps only. Do not describe any resources in this document. Do not provide the survey or documentation to DSL.</b>			
Is the project part of a DEQ Cleanup Site? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Permit number _____ DEQ contact. _____			
Will the project result in new impervious surfaces or the redevelopment of existing surfaces? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>If yes, the applicant must submit a post-construction stormwater management plan as part of this application to DEQ's 401 WQC program for review and approval, see <a href="https://www.oregon.gov/deq/FilterDocs/401wqcertPostCon.pdf">https://www.oregon.gov/deq/FilterDocs/401wqcertPostCon.pdf</a></b>			
Identify any other federal agency that is funding, authorizing or implementing the project.			
Agency Name	Contact Name	Phone Number	Most Recent Date of Contact
List other certificates or approvals/denials required or received from other federal, state or local agencies for work described in this application.			
Agency	Certificate / approval / denial description	Date Applied	
Coos County Planning Dept	Conditional Use Permit	Pending.	
Oregon Dept. of Agriculture	ODA Shellfish Sanitation Certificate	Existing certificate	
Oregon Dept Fish & Wildlife	Commercial Shellfish Harvest Permit	Existing permit	
Oregon Dept Fish & Wildlife	Oyster Import Permit	Existing permit	
Other DSL and/or Corps Actions Associated with this Site (Check all that apply.)			
Work proposed on or over lands owned by or leased from the Corps (may require authorization pursuant to 33 USC 408). These could include the federal navigation channel, structures, levees, real estate, dikes, dams, and other Corps projects.			
<input type="checkbox"/> State owned waterway	DSL Waterway Lease #:		
<input type="checkbox"/> Other Corps or DSL Permits	Corps #	DSL #	
<input type="checkbox"/> Violation for Unauthorized Activity	Corps #	DSL #	
<input type="checkbox"/> Wetland and Waters Delineation	Corps #	DSL #	
Submit the entire delineation report to the Corps; submit only the concurrence letter (if complete) and approved maps to DSL. If not previously submitted to DSL, send under a separate cover letter			
<b>(9) IMPACTS, RESTORATION/REHABILITATION, AND COMPENSATORY MITIGATION</b>			
<b>A. Describe unavoidable environmental impacts that are likely to result from the proposed project. Include permanent, temporary, direct, and indirect impacts.</b>			

Clausen Oysters will follow all applicable Conservation Measures in the Programmatic Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Commercial Shellfish Aquaculture and Native Shellfish Restoration Authorized by the U.S. Army Corps of Engineers in Oregon (NMFS 2014) during planting, grow-out, and harvest phases of off-bottom production. These conservation measures will avoid or minimize potential impacts to sensitive species and habitat and address the following resources and types of activities:

- Equipment storage and pump requirements
- Toxic compounds, chemicals and other contaminants
- Eelgrass
- Operations within existing farms
- Forage fish

The primary unavoidable environmental impacts will be related to the presence of off-bottom gear on tideflats. The affected areas are currently used for shellfish aquaculture and the activities (boats and associated workers) associated with off-bottom aquaculture will be a continuation of the existing uses of these areas. Off-bottom gear may provide additional structure for biofouling communities. Removable gear (bags and baskets) will be cleaned periodically using pressure washers to remove biofouling. Off-bottom gear may be affected by storms or windwave events, creating the potential for gear loss. To avoid and minimize the potential for marine debris, Clausen Oysters will conduct bi-weekly to monthly inspections and after storm events to maintain or repair gear. Clausen Oysters will also perform quarterly cleanups to remove all unnatural debris on the project site, regardless of source.

There may be benefits to converting on-bottom aquaculture to off-bottom aquaculture. Some fisheries resources are found in higher abundance near off-bottom aquaculture which forms in-water structure and fouling communities on gear create foraging opportunities. Off-bottom aquaculture avoids seabed impacts associated with on-bottom oyster harvests.

**Reference:**

National Marine Fisheries Service (NMFS). 2014. Programmatic Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Commercial Shellfish Aquaculture and Native Shellfish Restoration Authorized by the U.S. Army Corps of Engineers in Oregon. NMFS West Coast Region. NMFS Reference WCR-2014-825. Dated September 24, 2014.

**B. For temporary removal or fill or disturbance of vegetation in waterbodies, wetlands or riparian (i.e., streamside) areas, discuss how the site will be restored after construction to include the timeline for restoration.**  
Not applicable.

**Compensatory Mitigation**

**C. Proposed mitigation approach. Check all that apply:**

Permittee-  
responsible Onsite  
Mitigation

Permittee-  
responsible Offsite  
mitigation

Mitigation Bank or  
In-Lieu Fee  
Program

Payment to Provide (not  
approved for use with  
Corps permits)

**D. Provide a brief description of proposed mitigation approach and the rationale for choosing that approach. If you believe mitigation should not be required, explain why.**

This project will follow all applicable Conservation Measures in the NMFS 2014 Programmatic Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Commercial Shellfish Aquaculture and Native Shellfish Restoration Authorized by the U.S. Army Corps of Engineers in Oregon. These Conservation Measures will effectively avoid and minimize potential environmental impacts such that compensatory mitigation is not warranted or proposed.

**Mitigation Bank / In-Lieu Fee Information:**

Name of mitigation bank or in-lieu fee project:

Type and amount of credits to be purchased:

If you are proposing permittee-responsible mitigation, have you prepared a compensatory mitigation plan?

Yes. Submit the plan with this application and complete the remainder of this section.

No. A mitigation plan will need to be submitted (for DSL, this plan is required for a complete application).

**Mitigation Location Information (Fill out only if permittee-responsible mitigation is proposed)**

Mitigation Site Name/Legal Description	Mitigation Site Address	Tax Lot #	
County	City	Latitude & Longitude (in DD.DDDD format)	
Township	Range	Section	Quarter/Quarter

**(10) ADJACENT PROPERTY OWNERS FOR PROJECT AND MITIGATION SITE**

<input type="checkbox"/> Pre-printed mailing labels of adjacent property owners attached separately (if more than 30).	Project Site Adjacent Property Owners	Mitigation Site Adjacent Property Owners
Contact Name Address 1 Address 2 City, ST ZIP Code	See attached.	N/A
Contact Name Address 1 Address 2 City, ST ZIP Code		
Contact Name Address 1 Address 2 City, ST ZIP Code		

**(11) CITY/COUNTY PLANNING DEPARTMENT LAND USE AFFIDAVIT  
(TO BE COMPLETED BY LOCAL PLANNING OFFICIAL)**

I have reviewed the project described in this application and have determined that:

- This project is not regulated by the comprehensive plan and land use regulations
- This project is consistent with the comprehensive plan and land use regulations
- This project is consistent with the comprehensive plan and land use regulations with the following:
  - Conditional Use Approval
  - Development Permit
  - Other Permit (explain in comment section below)
- This project is not currently consistent with the comprehensive plan and land use regulations. To be consistent requires:
  - Plan Amendment
  - Zone Change
  - Other Approval or Review (explain in comment section below)

An application or variance request has  has not  been filed for the approvals required above.

Local planning official name (print)	Title	City / County
Signature		Date
Comments:		

**(12) COASTAL ZONE CERTIFICATION**

If the proposed activity described in your permit application is within the Oregon Coastal Zone, the following certification is required before your application can be processed. The signed statement will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program and consistency reviews of federally permitted projects, contact DLCD at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301 or call 503-373-0050 or click [here](#).

**CERTIFICATION STATEMENT**

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print /Type Applicant Name	Title
Applicant Signature	Date

<b>(13) SIGNATURES</b>	
<p><i>Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities. By signing this application I consent to allow Corps or DSL staff to enter into the above-described property to inspect the project location and to determine compliance with an authorization, if granted. I hereby authorize the person identified in the authorized agent block below to act in my behalf as my agent in the processing of this application and to furnish supplemental information in support of this permit application. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that payment of the required state processing fee does not guarantee permit issuance. To be considered complete, the fee must accompany the application to DSL. The fee is not required for submittal of an application to the Corps.</i></p>	
<b>Fee Amount Enclosed</b>	\$
<b>Applicant Signature (required) must match the name in Block 2</b>	
Print Name	Title
Signature	Date
<b>Authorized Agent Signature</b>	
Print Name	Title
Signature	Date
<b>Landowner Signature(s)*</b>	
<b>Landowner of the Project Site (if different from applicant)</b>	
Print Name	Title
Signature	Date
<b>Landowner of the Mitigation Site (if different from applicant)</b>	
Print Name	Title
Signature	Date
<b>Department of State Lands, Property Manager (to be completed by DSL)</b>	
<p><i>If the project is located on <u>state-owned submerged and submersible lands</u>, DSL staff will obtain a signature from the Land Management Division of DSL. A signature by DSL for activities proposed on state-owned submerged/submersible lands only grants the applicant consent to apply for a removal-fill permit. A signature for activities on state-owned submerged and submersible lands grants no other authority, express or implied and a separate proprietary authorization may be required.</i></p>	
Print Name	Title
Signature	Date

\* Not required by the Corps.



## (14) ATTACHMENTS

- Drawings
  - Location map with roads identified
  - U.S.G.S topographic map
  - Tax lot map
  - Site plan(s)
  - Plan view and cross section drawing(s)
  - Recent aerial photo
  - Project photos
  - Erosion and Pollution Control Plan(s), if applicable
  - DSL / Corps Wetland Concurrence letter and map, if approved and applicable
- Pre-printed labels for adjacent property owners (Required if more than 30)
- Incumbency Certificate if applicant is a partnership or corporation
- Restoration plan or rehabilitation plan for temporary impacts
- Mitigation plan
- Wetland functional assessments, if applicable
  - Cover Page
  - Score Sheets
  - ORWAP OR, F, T, & S forms
  - ORWAP Reports
  - Assessment Maps
  - ORWAP Reports: Soils, Topo, Assessment area, Contributing area
- Stream Functional Assessments, if applicable
  - Cover Page
  - Score Sheets
  - SFAM PA, PAA, & EAA forms
  - SFAM Report
  - Assessment Maps
    - Aerial Photo Site Map and Topo Site Map (Both maps should document the PA, PAA, & EAA)
- Compensatory Mitigation (CM) Eligibility & Accounting Worksheet
  - Matching Quickguide sheet(s)
  - CM Eligibility & Accounting sheet
- Alternatives analysis
- Biological assessment (if requested by the Corps project manager during pre-application coordination)
- Stormwater management plan (may be required by the Corps or DEQ)
- Other
  - Please describe:

**For U.S. Army Corps of Engineers send application to:**

USACE Portland District  
ATTN: CENWP-ODG-P  
PO Box 2946  
Portland, OR 97208-2946  
Phone: 503-808-4373  
[portlandpermits@usace.army.mil](mailto:portlandpermits@usace.army.mil)

**Counties:**

Baker, Benton, Clackamas, Clatsop, Columbia, Gilliam,  
Grant, Hood River, Jefferson, Lincoln, Linn, Malheur,  
Marion, Morrow, Multnomah, Polk, Sherman, Tillamook,  
Umatilla, Union, Wallowa, Wasco, Washington, Wheeler,  
Yamhill

U.S. Army Corps of Engineers  
ATTN: CENWP-ODG-E  
211 E. 7<sup>th</sup> AVE, Suite 105  
Eugene, OR 97401-2722  
Phone: 541-465-6868  
[portlandpermits@usace.army.mil](mailto:portlandpermits@usace.army.mil)

**Counties:**

Coos, Crook, Curry, Deschutes, Douglas, Jackson,  
Josephine, Harney, Klamath, Lake, Lane

**For Department of State Lands send application to:**

**West of the Cascades:**  
Department of State Lands  
775 Summer Street NE, Suite 100  
Salem, OR 97301-1279  
Phone: 503-986-5200

**East of the Cascades:**  
Department of State Lands  
1645 NE Forbes Road, Suite 112  
Bend, Oregon 97701  
Phone: 541-388-6112

**For Department of Environmental Quality e-mail application to:**

ATTN: DEQ 401 Certification Program  
Water Quality  
700 NE Multnomah St, Suite 600  
Portland, OR 97232  
[401applications@deq.state.or.us](mailto:401applications@deq.state.or.us)

## INSTRUCTIONS FOR PREPARING THE JOINT APPLICATION

This is a joint application and must be sent to all agencies (Corps, DSL, and DEQ), who administer separate permit or certification processes. For questions regarding these instructions or the form, contact the Corps, DSL and/or DEQ or refer to the following online resources:

- [DSL's Removal-Fill Guide](#); or,
- The Corps Regulatory website: <http://www.nwp.usace.army.mil/Missions/Regulatory.aspx>
- DEQ's 401 Water Quality Certification website:  
<https://www.oregon.gov/deq/wq/wqpermits/Pages/Section-401-Certification.aspx>

### General Instructions and Tips

- Provide the information in the appropriate blocks of the application form. If you need more space, provide a summary in the space provided and attach additional detail as an appendix to the application. Each appendix or attachment must reference which application block number it pertains to.
- Not all items on the application form will apply to all projects.
- Electronic submittal of applications and supporting material is preferred by the Corps. Both electronic and hard copies must be in 8 ½ x 11-inch sized format and reproducible in black and white. Currently DSL does not accept electronic submittals. DSL will accept color figures and 11 X 17. Use either all double sided or all single sided paper. Do not use staples or dividers. NOTE: If the electronic submittal of application and associated documents is 10 megabytes or more, check with each agency for how best to submit the document to that agency.
- **FEES:** Fees for water quality certification apply. Nationwide projects approved by DEQ will incur a fee of \$985. Others will be evaluated on a case-by-case basis:  
<https://www.oregon.gov/deq/wq/wqpermits/Pages/Section-401-Fees.aspx>.

For complex projects or for those that may have more than minimal impacts, additional information may be necessary to complete the evaluation and make a permit decision. Alternative forms of permit applications may be acceptable; contact the Corps and DSL for more information.

### Section 1. Type of Permit(s) if Known

If known, indicate the type of permit/authorization applying for.

### Section 2. Applicant and Landowner Contact Information

**Applicant:** The applicant is the responsible party. If the applicant is an agency, business entity or other organization, indicate the name of the organization and a person that has the authority to sign the application. If applicant is a partnership or corporation, the applicant name must match the Incumbency Certificate, and the business name as listed on OR Secretary of State business registry. Applicant must not be "doing business as" or has an "assumed business name." In such cases the applicant must be an individual.

**Applicant Contact Name:** If the applicant is a business, provide the contact name for an individual representing the business.

**Authorized Agent:** An authorized agent is someone who has permission from the applicant to represent their interests and supply information to the agencies. An agent can be a consultant, an attorney, builder, contractor, or any other person or organization. An authorized agent is optional.

**Landowner:** Provide landowner information if different from the applicant. DSL requires the landowner's signature, unless the project qualifies as a linear project, e.g. road, pipeline, utility.

### Section 3. Project Information

A. Provide location information. Latitude and longitude must be reported in decimal format and can be found by zooming in to your respective project location and reading off the coordinates displayed on the bottom many maps, such as Google Earth.

B. Provide information on wetlands and waterbodies within the project area. Indicate the category of activities that make up your project. For projects with multiple locations, provide latitude and longitude for each location. For linear projects, provide the latitude and longitude for the start and end points.

#### **Section 4. Project Description**

**A. Overall Description:** Provide a description of the overall project, including:

- All associated work with the project both outside and within waters or wetlands.
- Total ground disturbance for all associated work (i.e., area and volume of ground disturbance).
- Total area of impervious surfaces created or modified by the project, if applicable.

**B. Work within Waters and Wetlands:** Provide a description of the proposed work within waters and wetlands, including:

- Each removal or fill activity proposed in waters or wetlands, as well as any construction or maintenance of in-water or over-water structures.
- The number and dimensions of in-water or over-water structures (i.e., pilings, floating docks) proposed within waters or wetlands.

**C. Construction Methods:** Describe how the removal and/or fill activities will be accomplished, including the following:

- Construction methods, equipment to be used, access and staging areas, etc.
- Measures you will use during construction to minimize impacts to the waterbody or wetland. Examples may include isolating work areas, controlling construction access, site specific erosion and sediment control methods, site specific best management practices, and using specialized equipment or materials. Attach work area isolation and/or erosion and pollution control plans, if applicable.

**D. Fill Material and Disposal:** Provide a description of fill material and procedure for disposal of removed material, including:

- The source(s) of fill materials (if known).
- Locations for disposal area(s) for dredged material, if applicable. If dredged material is to be discharged on an upland site, identify the site and the steps to be taken (if necessary) to prevent runoff from the dredged material back into jurisdictional waters. If using an upland disposal area that is not a Department of Environmental Quality (DEQ)-regulated landfill, a Solid Waste Letter of Authorization or a Beneficial Use Determination from DEQ may be required.

**E. Construction Timing:** Provide the proposed start and completion dates for the project. Describe project work that is already complete, if applicable.

**F. – I. Summary of Removal and Fill Activities:** Summarize the dimensions, volume and type/composition of material being placed or removed in each waterbody or wetland. Describe each impact on a separate row. For instance, if two culverts are being removed from Clear Creek, use two rows. Add extra rows if needed or include an attachment.

The DSL and the Corps use different elevations for determining whether an activity in tidal waters is regulated by the State's Removal-Fill law, the Clean Water Act, and/or the Rivers and Harbors Act. DSL regulates activities below the highest measured tide. The Clean Water Act applies below the high tide line. The Rivers and Harbors Act applies below the mean high water.

If jurisdictional limits are not the same for each agency, prepare a table for each agency stating impacts within that agency's jurisdiction.

### **Section 5. Project Purpose and Need**

Explain the purpose and need for the project. Also include a brief description of any related activities needed to accomplish the project objectives.

The following items are required by DSL, as applicable:

- If the removal-fill would satisfy a public need and the applicant is a public body, include any pertinent findings regarding public need and benefit.
- If the project involves fill in the estuary for a non-water dependent use, explain how the project is for public use and/or satisfies a public need.
- If the project is located within a marine reserve or marine protected area, explain how the project is needed to study, monitor, evaluate, enforce or protect the designated area.

### **Section 6. Description of Resources in Project Area**

Territorial Sea: For activities in the Territorial Sea (mean lower low water seaward 3 nautical miles), provide a separate evaluation of the resources and effects determination.

For each wetland, include:

- Whether the wetland is freshwater or tidal, and the Cowardin class and Hydrogeomorphic (HGM) class.
- Source of hydrology and direction of flow (if any).
- Dominant plant species by layer (herb, shrub, tree).
- Assessment of the hydrologic, water quality, fish habitat, aquatic habitat, and ecosystem support functions and values of the wetland(s) to be permanently impacted. The assessment should be attached as a separate Excel document.
  - DSL requires the use of ORWAP for wetland impacts over 0.2 acre and any wetland that is an Aquatic Resource of Special Concern (ARSC), unless the impacts are to Agate Desert Vernal Pools (VPs). See Appendix B of the Removal Fill Guide for a list of ARSCs. The Vernal Pool Assessment Method is required for all VPs. For impacts to wetlands less than 0.2 acre that are not ARSCs or VPs Best Professional Judgment (BPJ) may be used.
- Identify any Aquatic Resources of Special Concern (ARSC) in or near the project area. ARSCs include alkali wetlands, bogs, cold water habitat, fens, hot springs, interdunal wetlands, kelp beds, mature forested wetlands, native eelgrass beds, off-channel habitats (alcoves and side channels), ultramafic soil wetlands, vernal pools (including Willamette Valley, Medford area, Modoc basalt, and Columbia Plateau vernal pools), wet prairies, or wooded tidal wetlands. See Appendix B of the Removal Fill Guide for a list of ARSCs.
- Include relevant summary information from the wetland delineation report if available. Provide a copy of the wetland delineation report to **the Corps**, if not previously provided to the Corps. If a delineation report has not been previously submitted to DSL, then submit to DSL under a separate cover.
- Describe existing uses, including fish and wildlife use (type, abundance, period of use, and significance of site).
- Next major downstream waterbody name.

For rivers, streams, other waterbodies, lakes and ponds, include a description of, as applicable:

- Streamflow regime (e.g., perennial year-round flow, intermittent seasonal flow, ephemeral event-driven flow). If flow is ephemeral, provide streamflow assessment data sheet or other information that supports your determination.
- Field indicators used to identify the Ordinary High Water Mark (OHWM).
- Channel and bank conditions.

- Type and condition of riparian (streamside) vegetation.
- Channel morphology (structure and shape).
- Stream substrate.
- Assessment of the hydrologic, geomorphic, biologic and water quality functions and values of waters to be permanently impacted.
  - DSL requires use of the Stream Function Assessment Methodology (SFAM) for wadable non-tidal streams. SFAM should be attached as a separate Excel document. For impacts to non-wadable or tidal streams, BPJ can be used. Sections 2.2 through 2.3 of the SFAM User Manual give guidance for the functions and values to be addressed for all streams, even if SFAM does not apply.
- Identify any Aquatic Resources of Special Concern (ARSC) in or near the project area. ARSCs include alkali wetlands, bogs, cold water habitat, fens, hot springs, interdunal wetlands, kelp beds, mature forested wetlands, native eelgrass beds, off-channel habitats (alcoves and side channels), ultramafic soil wetlands, vernal pools (including Willamette Valley, Medford area, Modoc basalt, and Columbia Plateau vernal pools), wet prairies, or wooded tidal wetlands.
- Fish and wildlife use (type, abundance, period of use, and significance of site).
- Water quality impairments, including waterways adjacent to impacted wetlands and waterway to be impacted and next major downstream waterbody

### **Section 7. Project Specific Criteria and Alternatives Analysis**

Provide an explanation describing how impacts to waters and wetlands are being avoided and minimized on the project site. For DSL, the alternatives analysis must include:

- Project-specific criteria that are needed to accomplish the stated project purpose.
- A range of alternative sites and designs that were considered with less impact.
- An evaluation of each alternative site and design against the project criteria and a reason for why the alternative was not chosen.
- If the project involves fill in an estuary for a non-water dependent use, a description of alternative non-estuarine sites must be included.

The level of rigor required in this analysis should be commensurate with the level of impact proposed. Please note that additional information regarding alternatives may be necessary for Corps Individual Permits to comply with the Clean Water Act Section 404(b)(1) Guidelines. Please check with your local Corps contact early in the planning process to determine what level of analysis is required. An alternative analysis is not required for a complete application by the Corps; however, it may be required before a permit decision can be rendered.

### **Section 8. Additional Information**

Any additional information you provide helps the reviewer(s) understand your project and the other approvals or reviews that may be required.

### **Section 9. Impacts, Restoration/Rehabilitation, and Compensatory Mitigation**

**A. Description of Impacts:** Clearly identify the permanent, temporary, direct and indirect impacts. Provide a written analysis of potential changes the project may make to the hydrologic characteristics of the affected wetlands or waterbodies, and an explanation of measures taken to avoid or minimize any adverse effects of those changes, such as: impeding, restricting or increasing flows; relocating or redirecting flow; and potential flooding or erosion downstream of the project. Provide a table summarizing permanent and temporary impacts by HGM and Cowardin Classifications.

**B. Site Restoration/Rehabilitation:** For temporary disturbance of soils and/or vegetation in waterbodies, wetlands or riparian (streamside) areas, discuss how you will restore the site after construction. This may include the following:

- Grading plans to restore pre-existing elevations.
- Planting plans and species list (native species only) to replace vegetation in riparian or wetland areas.
- Maintenance and monitoring plans to document restoration to wetland condition and/or vegetation establishment.
- Associated erosion control for site stabilization.

**C.-D. Compensatory Mitigation.** Describe your proposed compensatory mitigation approach or explain why you believe compensatory mitigation is not required. If proposing permittee-responsible mitigation for permanent impacts to jurisdictional waters, see OAR 141-085-0705 and 33 CFR 332.4(c) for plan requirements. The [Oregon Explorer Aquatic Mitigation](#) topic page and map viewers may be a helpful resource.

For activities involving discharges of dredged or fill material into waters of the United States, the Corps requires the application to include a statement describing how impacts to waters of the United States are to be avoided and minimized. The application must also include either a statement describing how impacts to waters of the United States are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.

#### **Section 10. Adjacent Property Owners for Project and Mitigation Site(s)**

Names and addresses for properties that are adjacent to the project site and permittee responsible mitigation site (if applicable), are required. "Adjacent" means those properties that share or touch upon a common property line or are across the street or stream. If more than 30, attach pre-printed labels. A list of property owners may be obtained by contacting the county tax assessor's office.

#### **Section 11. City/County Planning Department Land Use Affidavit**

This section is required to demonstrate land use compatibility for removal fill permits and water quality certifications. Provide this form to your local planning official for them to complete and sign.

#### **Section 12. Coastal Zone Certification**

Your signature for this statement is **required** for projects within the coastal zone (generally, west of the summit of the Coast Range).

#### **Section 13. Signatures**

The application **must** be signed by the responsible party as identified in section 1. DSL also requires the landowner's signature. Linear Facilities (e.g. road, pipeline, utility) do not require landowner signature for the impact sites; signatures are required for mitigation sites.

#### **Section 14: Attachments**

**Project Drawings.** A complete application must include a location map, site plan, and plan view and cross-section drawings. DSL also requires a recent aerial photo. All drawings should be clear, legible, and to scale. For the Corps, drawings must be on 8.5 x 11-inch paper and must be in black and white or clearly reproducible in black and white. DSL will accept color and 11 x 17, but all figures must be clear when reproduced in black and white. While illustrations need not be professionally prepared, they should be clear, accurate, and contain all necessary information, as follows:

Location maps (with project boundaries, including staging and construction access, scale bar and north arrow on all):

- Location map with roads identified
- U.S.G.S. Topographic map
- Tax lot map

Site plan(s), including:

- Entire project site and activity areas, which includes staging and construction access areas
- Existing and proposed contours
- Stormwater outfalls and other related features
- Location of Ordinary High Water Mark, wetland boundaries, and other jurisdictional boundaries. Clearly identify temporary, permanent, direct and indirect impact areas within waterbodies and wetlands
- Scale bar, legend, and north arrow
- Location of staging areas and construction access
- Location of cross section(s), as applicable
- Location of mitigation area, if applicable

Cross section drawing(s), including:

- Existing and proposed elevations
- Clearly identify temporary, permanent, direct and indirect impact areas within waterbodies and wetlands
- Ordinary High Water Mark, wetland boundaries, and other jurisdictional boundaries
- Scale bar (horizontal and vertical scale)

Recent Aerial Photo

- 1:200 resolution, or, if not available for your site, highest resolution possible

DSL Wetland Concurrence (map and letter only for DSL; the Corps requires the full wetland/waters delineation report if not already submitted)

Mitigation documents including:

- Functional assessment results for each impacted resource and mitigation area
  - Results should include: Cover sheet, Score Sheet, assessment area maps
- Eligibility and Accounting Worksheet
  - Matching "Quickguide" sheet(s)
  - Compensatory Mitigation (CM) Eligibility & Accounting sheet

**Do NOT submit the following items to DSL** (unless specifically requested by DSL for your project):

- Wetland delineation report
- Biological assessment
- Cultural/archeological reports
- Stormwater calculations
- Geotechnical reports
- Marketing reports
- Contract agreements
- Applications for other agencies such as local land use applications
- Contractor/construction specifications
- Other extraneous drawings and information



## **1.0 ALTERNATIVES ANALYSIS**

The objective of this analysis is to document the review of a reasonable range of alternatives and to identify the practicable alternative that has the least reasonably expected adverse impacts on state waters.

### **1.1 Project Purpose and Need**

The purpose of the project is the commercial production of shellfish using off-bottom culture methods. Off-bottom methods are used to grow single oysters suitable for the half-shell market (in the case of tipping bags and baskets) and to grow oysters for the shucked market in a 12-24 month timespan (in the case of longlines) to avoid potential inventory gaps that may occur with on-bottom culture activities.

Off-bottom basket and tipping bag culture methods produce single oysters suitable for the half-shell market, which are increasingly demanded by the public. Off-bottom longline culture produces oysters for the shucked market in a 12-24 month timespan and is necessary to avoid potential inventory gaps that may be experienced with on-bottom culture methods, which typically require 2-4 years to raise oysters to market size. The project will help satisfy the public demand for single oysters suitable for the half-shell market and avoid potential inventory gaps for Clausen Oysters' oysters intended for the shucked market. As such, the Project advances several public objectives and needs recognized by federal and state governments, including: (1) enhancing and expanding cultivated shellfish production; (2) combating our nation's dramatic seafood trade deficit; (3) increasing food security; (4) reducing pressure on wild stocks; and (5) stimulating coastal economies. *E.g.*, National Aquaculture Act of 1980, 16 U.S.C, Chapter 48; National Oceanic and Atmospheric Administration's (NOAA's) National Shellfish Initiative (2011); NOAA's Marine Aquaculture Policy (2011); Oregon Legislative Assembly House Bill 2009 (2015).

### **1.2 Project Criteria**

#### **1.2.1 Logistics**

Potential project locations must satisfy specific logistical requirements to be practicable. Clausen Oysters' operations are located in Coos Bay, Oregon. Proven lands for production of oysters in Coos Bay are a limited resource and commercial scale aquaculture parcels are all owned and operated by existing shellfish operators. Generally, tidelands used for commercial oyster production in Oregon are between -2 and +2 ft Mean Lower Low Water (MLLW). All of Clausen Oysters' operations, including processing, distribution, and maintenance are based at their plant in Haynes Inlet. Staffing is shared across multiple business functions and tideland work is typically focused during specific time periods corresponding to appropriate tides.

### **1.2.2 Existing Technology/Design Criteria**

Off-bottom oyster farming involves the culture of oysters held above the seafloor. Many proven and experimental methods are used including suspending oysters from lines, floats, or vertically from barges or floats. Oysters are either grown as clusters on lines, or as singles in containers. Sites that are proven oyster grounds are preferred, and sites must maintain suitable water quality for commercial health certification such that oysters can be harvested and sold.

### **1.2.3 Cost**

Clausen Oysters competes in a national and global market for production and sale of oysters. Equipment installation is a fixed cost that must be managed through the production of oysters. Other costs include land ownership, lease or rental, equipment, staff, processing and distribution facilities. Costs can be offset through the production of premium products or the faster production of saleable goods. Oyster survival can be variable, and oyster farms ensure success by monitoring oyster survival rates and maintaining gear and conditions for optimal growth and survival.

### **1.2.4 Impacts to Environment and Waters of the State of Oregon**

The use of existing oyster culture areas and related infrastructure including docks are preferred. Tidelands used for shellfish production are also used by many estuarine species including salmonids, forage fish, and Dungeness crabs. Eelgrass and other nearshore habitats are important nurseries and feeding environments for fish and are highly productive and may co-occur with shellfish production areas.

## **1.3 Evaluation of Alternative Sites and Methods**

### **1.3.1 Alternative 1 - No Action Alternative**

Clausen Oysters currently cultivates oysters on the project site using on-bottom culture methods. This activity would continue under Alternative 1, including nursery sites, planting, maintenance, and harvest of oysters. Oysters are subsequently processed at the Clausen Oyster plant and either shucked and packaged for sale or shipped as live oysters into the wholesale food distribution network.

Although this alternative continues the existing farm practices and provides for the production of oysters, this alternative does not meet the project purpose and need because it does not produce single oysters suitable for the commercial half-shell market and does not allow Clausen Oysters to avoid potential inventory gaps for shucked oysters that may occur utilizing on-bottom culture methods.

### **1.3.2 Alternative 2 – Conversion of 40 Acres to Off-Bottom Aquaculture, Applicant-Line Spacing.**

Clausen Oysters' preferred alternative, as set forth in the application, involves converting approximately 40 acres in 5 commercial scale areas to off-bottom aquaculture. Three of the off-bottom areas are in the same vicinity. Individually these areas range between approximately 1.6 and 5.9 acres in area, and combined they comprise 10 acres that can be effectively managed as a coherent unit. Two additional areas that are each 15 acres in size are also proposed. Line spacing would be 2.5 feet between lines for cultch-on-longlines. Tipping bags and baskets would be installed in sets of two lines spaced 3 feet apart, and each such set of lines would be spaced between 5 and 15 feet between the next set of lines. Posts used to support aquaculture gear would be 3/4-inch diameter for cultch-on-longline and 2-inch diameter for baskets or tipping bags on longlines.

### **1.3.3 Alternative 3 – Conversion of 40 Acres to Off-Bottom Aquaculture, Reduced Line Spacing**

In this alternative, line spacing would be reduced to 1-foot spacing between cultch-on-longlines. Longline baskets would be installed at 1.5-foot spacing, and tipping bags would be installed at 3-foot spacing. These are the minimum line spacings currently feasible in commercial aquaculture operations for these techniques and would potentially maximize single oyster production at the project site. These line spacings would increase the total number of lines per acre by 1.67 to 2.5 times the proposed levels in the application (for tipping bags and cultch-on-longline respectively). Under this alternative the applicant would also use larger posts to support lines. Posts would be 2-inch diameter for cultch-on-longline and 4-inch diameter for baskets or tipping bags. Off-bottom conversion areas would occur on the same growing areas identified for conversion. Posts may require mechanical installation methods and would likely use boat supported cranes to manipulate and stockpile posts for installation.

### **1.3.4 Alternatives Considered and Rejected from Further Evaluation**

Clausen Oysters considered and rejected additional alternatives from further evaluation. Alternative project site locations were considered, but no practicable alternative with reduced environmental impacts is reasonably expected. Clausen Oysters leases other areas for shellfish farming in Coos Bay. While these have a successful history of oyster cultivation, none were identified as having reduced impacts compared to the preferred alternative. These areas, similar to the proposed project site, contain a habitat mosaic of cultured oysters and natural features. Other areas in Coos Bay that have a history of successful oyster production are leased or operated by other shellfish farming companies and thus are not available to Clausen Oysters. There are additional areas within Coos Bay that have not historically been farmed for oysters. These areas were not considered practicable because they are not known to have the requisite environmental characteristics for successfully cultivating oysters. Moreover, it is not apparent that bringing these new areas into production would have potential reduced environmental

impacts compared to converting existing on-bottom cultivation areas to off-bottom cultivation. Many areas outside of historical farming locations face potential additional constraints, including water quality unsuitable for shellfish cultivation and location in or near navigational areas.

#### **1.4 Evaluation of Alternatives**

The intent of this analysis is to evaluate the alternatives against the project-specific criteria to identify the practicable alternatives with the least impact. Alternatives are evaluated and compared using the criteria identified in section 1.2 in Table 1.

**Table 1. Summary of Project Criteria for Each Alternative**

Alternative	Logistics	Existing Technology/Design	Cost	Impacts to Environment and Waters of the State of Oregon
<b>Alternative 1: No Action Alternative</b>	No off-bottom gear is installed; therefore no production of oyster singles suitable for the commercial half-shell market and avoidance of potential inventory gaps for shucked oysters that may result from utilizing on-bottom culture methods.	Existing on-bottom methods continue	Existing on-bottom methods continue. Ongoing fixed and variable costs. Clausen Oysters is unable to access single oyster half-shell market and avoid potential inventory gaps for shucked oysters.	Ongoing nursery, planting, maintenance, grow-out and harvest methods would continue. These activities have occurred for several decades, are ongoing, and help define the existing environmental conditions.
<b>Alternative 2: Conversion of 40 Acres to Off-Bottom – Applicant Line Spacing</b>	Site is within existing farm area. Line spacing allows for staff to access lines and visually inspect lines. Basket and tipping bag spacing allows for boat access to lines.	Techniques and line spacing are used in US West Coast Oyster Farms.	Gear installation costs are anticipated to be offset by increased growth rate of oysters, ability to sell oysters into premium half-shell market, and avoiding potential inventory gaps for shucked oysters.	Off-bottom culture gear will be installed by hand during low tide. The number of 100-foot lines per acre would range from 48 for tipping bags and baskets-on-longline to 174 for cultch-on-longlines. Approximately 0.7 to 0.8 cubic yards per acre of seabed is affected by post installation (29.0 to 30.7 cubic yards total) depending on the type of off-bottom gear. Limited amounts of erosion near posts and deposition between lines is anticipated to occur. This redistribution of tideflat sediments is minor and natural processes redistribute sediments during larger wind-wave events (e.g., storms). Once installed, off-bottom gear is durable through multiple planting cycles and ground disturbance is limited to staff walking across the bed during harvest, maintenance, and planting activities. Staff could use boats for site access or access sites on foot.
<b>Alternative 3: Conversion of 40 Acres to Off-Bottom – Reduced Line Spacing</b>	Site is within existing farm area. Line spacing allows for staff to access lines during installation and for harvest, but does not allow staff to access sites for maintenance. Basket and tipping bag lines would require staff to access lines on foot rather than by boat.	Techniques and line spacing are used in US West Coast Oyster Farms.	Compared to Alternative 2, Gear installation costs would increase due to larger structural posts and need for vessels and equipment to transport and install gear. Larger numbers of lines per acre would be expected to increase yield of oysters grown per acre. Gear	Off-bottom culture gear will be installed by hand and/or mechanically. The number of 100-foot lines per acre would range from 80 for tipping bags to 108 for baskets-on-longline to 435 for cultch-on-longlines. Larger posts may require larger equipment to transport, manipulate and install posts. Due to the weight and size of materials, it is likely that posts would be installed and transported when sites are inundated with water. If posts require impact hammers

Alternative	Logistics	Existing Technology/Design	Cost	Impacts to Environment and Waters of the State of Oregon
	<p>Larger support posts may require barge or boat based equipment for installation.</p>		<p>installation costs may be offset by increased numbers of oysters grown per acre, increased growth rate of oysters, ability to sell oysters into premium half-shell market, and avoiding potential inventory gaps for shucked oysters.</p> <p>Inability to access lines between planting and harvest may cause higher mortality and loss of product. Higher loss increases costs compared to Alternative 2.</p>	<p>for installation, this could result in potential acoustical impacts to sensitive species. Fish would likely experience behavioral effects from installation and may avoid installation areas where impact hammers are used. Compared to Alternative 2, reduced line spacing results in larger numbers of lines and support posts. Increasing the size of posts would further increase the volume of seabed habitat affected to approximately 4.7 to 13.3 cubic yards per acre (186.3 to 530.8 cubic yards total). Larger posts may reduce the likelihood that posts require maintenance or reinstallation. Sediment deposition is likely to increase due to the larger number of lines reducing tidal currents and facilitating deposition within the culture area. Narrow lines without boat lanes would prevent boat-based harvest, so all harvest would occur during limited low tides and occur with staff walking across tideflats. Although still negligible, ground disturbance is likely to increase as staff will be restricted to walking into sites for all culture activities.</p>

## **1.5 Identification of Least Environmentally Damaging Preferred Alternative**

Alternative 2 meets the project purpose and need and has the least impact on the environment. This alternative has superior logistics, uses techniques and methods consistent with best practices for off-bottom culture, maximizes the potential return for the cost of gear installation and minimizes environmental impacts compared to both Alternatives 1 and 3. Therefore, Clausen Oysters has identified the conversion of 40 acres of existing on-bottom aquaculture area to off-bottom aquaculture as the preferred and least environmentally damaging practicable alternative. This alternative includes line spacing with a minimum of 2.5-feet between lines for cultch-on-longlines and alternating spacing of 3-feet and 5-15-feet between lines for tipping bags or baskets. These line spacings avoid and minimize adverse environmental effects associated with installed gear, while providing sufficient space for maintenance activities and for activities to be boat based or low-tide based.

**CLAUSEN OYSTER – OFF BOTTOM CONVERSION**

**JOINT PERMIT ATTACHMENTS**

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1.0 USGS TOPO MAP

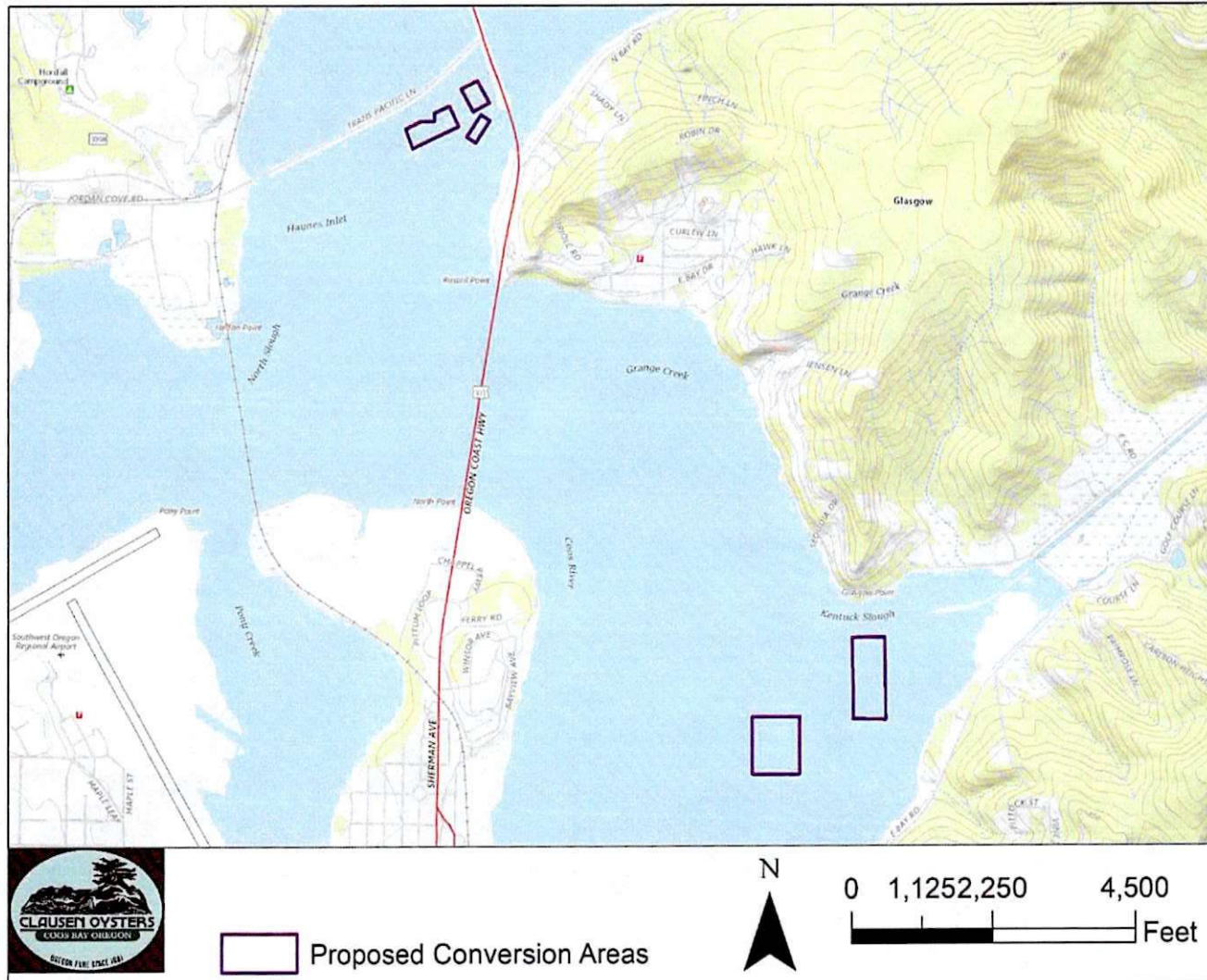


Figure 1: USGS Vicinity Map

2.0 TAXLOT MAP AND PARCEL INFORMATION

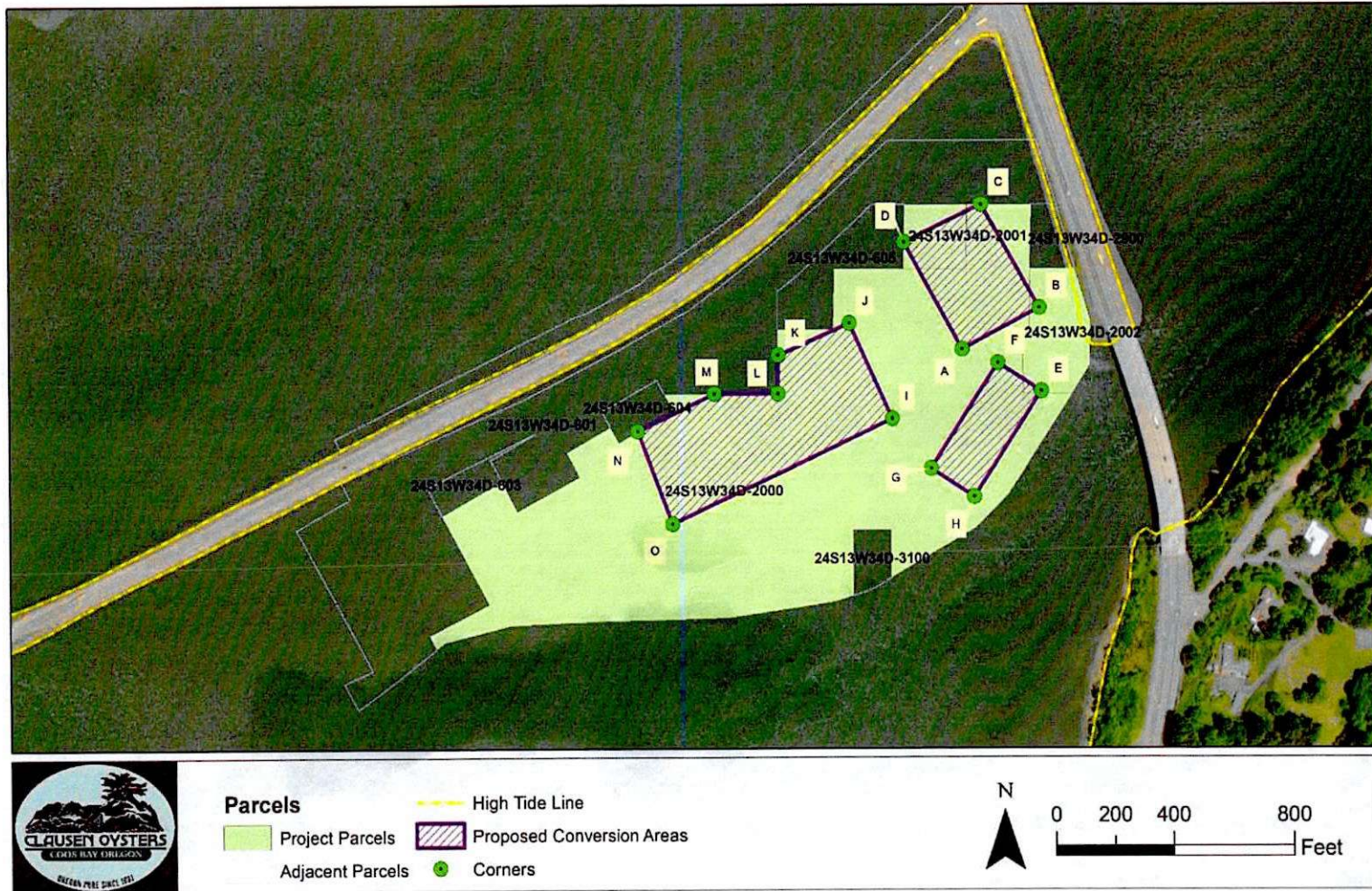


Figure 2: S1 Vicinity Proposed Conversion Areas



Figure 3: S7/Kentuck Vicinity Proposed Conversion Areas

**Table 1: Conversion Area Corners.**

Region	Conversion Area	Point	Lattitude	Longitude
S7/Kentuck	OB-1	A	43 24.916	- 124 12.318
S7/Kentuck	OB-1	B	43 24.918	- 124 12.15
S7/Kentuck	OB-1	C	43 24.771	- 124 12.315
S7/Kentuck	OB-1	D	43 24.772	- 124 12.147
S7/Kentuck	OB-2	E	43 25.121	- 124 11.967
S7/Kentuck	OB-2	F	43 25.122	- 124 11.849
S7/Kentuck	OB-2	G	43 24.915	- 124 11.959
S7/Kentuck	OB-2	H	43 24.914	- 124 11.84
S1	OB-3	A	43 26.439	- 124 13.348
S1	OB-3	B	43 23.462	- 124 13.29
S1	OB-3	C	43 26.517	- 124 13.335
S1	OB-3	D	43 26.496	- 124 13.392
S1	OB-4	E	43 26.418	- 124 13.208
S1	OB-4	F	43 26.432	- 124 13.321
S1	OB-4	G	43 26.375	- 124 13.371
S1	OB-4	H	43 26.36	- 124 13.337
S1	OB-5	I	43 26.402	- 124 13.400
S1	OB-5	J	43 26.452	- 124 13.434
S1	OB-5	K	43 26.435	- 124 13.488
S1	OB-5	L	43 26.413	- 124 13.487
S1	OB-5	M	43 26.414	- 124 13.535
S1	OB-5	N	43 26.392	- 124 13.593
S1	OB-5	O	43 26.343	- 124 13.566

Table 2: Parcel information for project parcels and adjacent parcels.

Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lessee	Project Area
7164090	24S13W34CTL0040100	24S13W34C	401	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	37.00	CLAUSEN OYSTERS	Project Parcel
7164000	24S13W34CTL0040100	24S13W34C	401	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164591	24S13W34CTL0090000	24S13W34C	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164501	24S13W34CTL0090000	24S13W34C	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	65.13	CLAUSEN OYSTERS	Project Parcel
7155800	24S13W34DTL0200000	24S13W34D	2000	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	2.47	CLAUSEN OYSTERS	Project Parcel
9991685 2	24S13W34DTL0200200	24S13W34D	2002	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164502	24S13W34CTL0090100	24S13W34C	901	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	14.33	CLAUSEN OYSTERS	Project Parcel
7164503	24S13W34CTL0090200	24S13W34C	902	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	10.25	CLAUSEN OYSTERS	Project Parcel

CLAUSEN OYSTERS: Off-Bottom Conversion



Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lessee	Project Area
9991685 1	24S13W34DTL0200100	24S13W34D	2001	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	31.00	CLAUSEN OYSTERS	Project Parcel
9991685 3	25S13W11DTL0080000	25S13W11D	800	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	29.50	CLAUSEN OYSTERS	Project Parcel
7237190	24S13W34DTL0060400	24S13W34D	604	BENTON FLAXEL TRUST; ETAL	1333 TEAKWOOD ST	COOS BAY	OR	97420	2.00		Adjacent Parcel
7237700	25S13W11ATL0060000	25S13W11A	600	BENTON FLAXEL TRUST; ETAL	1333 TEAKWOOD ST	COOS BAY	OR	97420	2.25		Adjacent Parcel
186100	24S13W35ATL0020000	24S13W35A	200	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	70.75	CLAUSEN OYSTERS	Adjacent Parcel
7231201	25S13W11ATL0030000	25S13W11A	300	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	27.75	CLAUSEN OYSTERS	Adjacent Parcel
7235500	25S13W11ATL0050000	25S13W11A	500	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	45.45	CLAUSEN OYSTERS	Adjacent Parcel
7220500	25S13W12CTL0050000	25S13W12C	500	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.02	CLAUSEN OYSTERS	Adjacent Parcel

CLAUSEN OYSTERS: Off-Bottom Conversion



Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lessee	Project Area
7233600	25S13W11ATL0070000	25S13W11A	700	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	39.30	CLAUSEN OYSTERS	Adjacent Parcel
7223101	25S13W11ATL0090000	25S13W11A	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	3.00	CLAUSEN OYSTERS	Adjacent Parcel
7234301	25S13W11BTL0040000	25S13W11B	400	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	2.50	CLAUSEN OYSTERS	Adjacent Parcel
7216900	25S13W11CTL0020100	25S13W11C	201	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.63	CLAUSEN OYSTERS	Adjacent Parcel
7203300	24S13W34DTL0060300	24S13W34D	603	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.33	CLAUSEN OYSTERS	Adjacent Parcel
7237100	24S13W34DTL0060500	24S13W34D	605	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	5.57	CLAUSEN OYSTERS	Adjacent Parcel
7246211	25S13W11CTL0080000	25S13W11C	800	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.38	CLAUSEN OYSTERS	Adjacent Parcel
7203800	24S13W34DTL0290000	24S13W34D	2900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.25	CLAUSEN OYSTERS	Adjacent Parcel
7237790	24S13W34DTL0310000	24S13W34D	3100	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	2.50	CLAUSEN OYSTERS	Adjacent Parcel

CLAUSEN OYSTERS: Off-Bottom Conversion



Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lessee	Project Area
7209200	25S13W11CTL0020000	25S13W11C	200	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	9.80	CLAUSEN OYSTERS	Adjacent Parcel
7228401	25S13W11ATL0100000	25S13W11A	1000	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.43	NORTH BEND OYSTER CO., INC.	Adjacent Parcel
7222601	25S13W11ATL0140000	25S13W11A	1400	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	11.66	NORTH BEND OYSTER CO., INC.	Adjacent Parcel
7226301	25S13W11ATL0150000	25S13W11A	1500	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.41	NORTH BEND OYSTER CO., INC.	Adjacent Parcel
7237701	25S13W11DTL0080300	25S13W11D	803	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.40	NORTH BEND OYSTER CO., INC.	Adjacent Parcel
7204600	25S13W11CTL0050000	25S13W11C	500	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	17.25	NORTH BEND OYSTER CO., INC.	Adjacent Parcel
7157502	25S13W11DTL0090000	25S13W11D	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.53		Adjacent Parcel
7157503	25S13W12BTL0320000	25S13W12B	3200	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	0.55		Adjacent Parcel



CLAUSEN OYSTERS: Off-Bottom Conversion



Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lesee	Project Area
7155900	24S13W34DTL0260000	24S13W34D	2600	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.93		Adjacent Parcel
7226302	25S13W11ATL0160000	25S13W11A	1600	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	2.50		Adjacent Parcel
7250211	25S13W11CTL0100000	25S13W11C	1000	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	4.50		Adjacent Parcel
7160701	25S13W12BTL0340000	25S13W12B	3400	HANDLOS, LINDA; ETAL	67677 EAST BAY RD	NORTH BEND	OR	97459	0.55		Adjacent Parcel
7157500	25S13W11DTL0080200	25S13W11D	802	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	18.10		Adjacent Parcel
186102	24S13W35TL0020000	24S13W35T	200	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	0.60	CLAUSEN OYSTERS	Adjacent Parcel
7216700	24S13W34DTL0060100	24S13W34D	601	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	4.00	CLAUSEN OYSTERS	Adjacent Parcel
7222611	25S13W11ATL0130000	25S13W11A	1300	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	0.50		Adjacent Parcel

CLAUSEN OYSTERS: Off-Bottom Conversion



Taxpayer ID	Parcel ID	Map Number	Parcel No.	Property Owner	Street	CITY	State	ZIP	ACRES	Lessee	Project Area
7157400	25S13W12BTL0330000	25S13W12B	3300	STATE OF OREGON	117 TRANSPORTATION BL	SALEM	OR	97310	0.00		Adjacent Parcel
7221700	25S13W11BTL0050000	25S13W11B	500	WEYERHAEUSER COMPANY	63459 Olive Barber Rd	Coos Bay	OR	97420	39.80		Adjacent Parcel



3.0 SITE PLAN

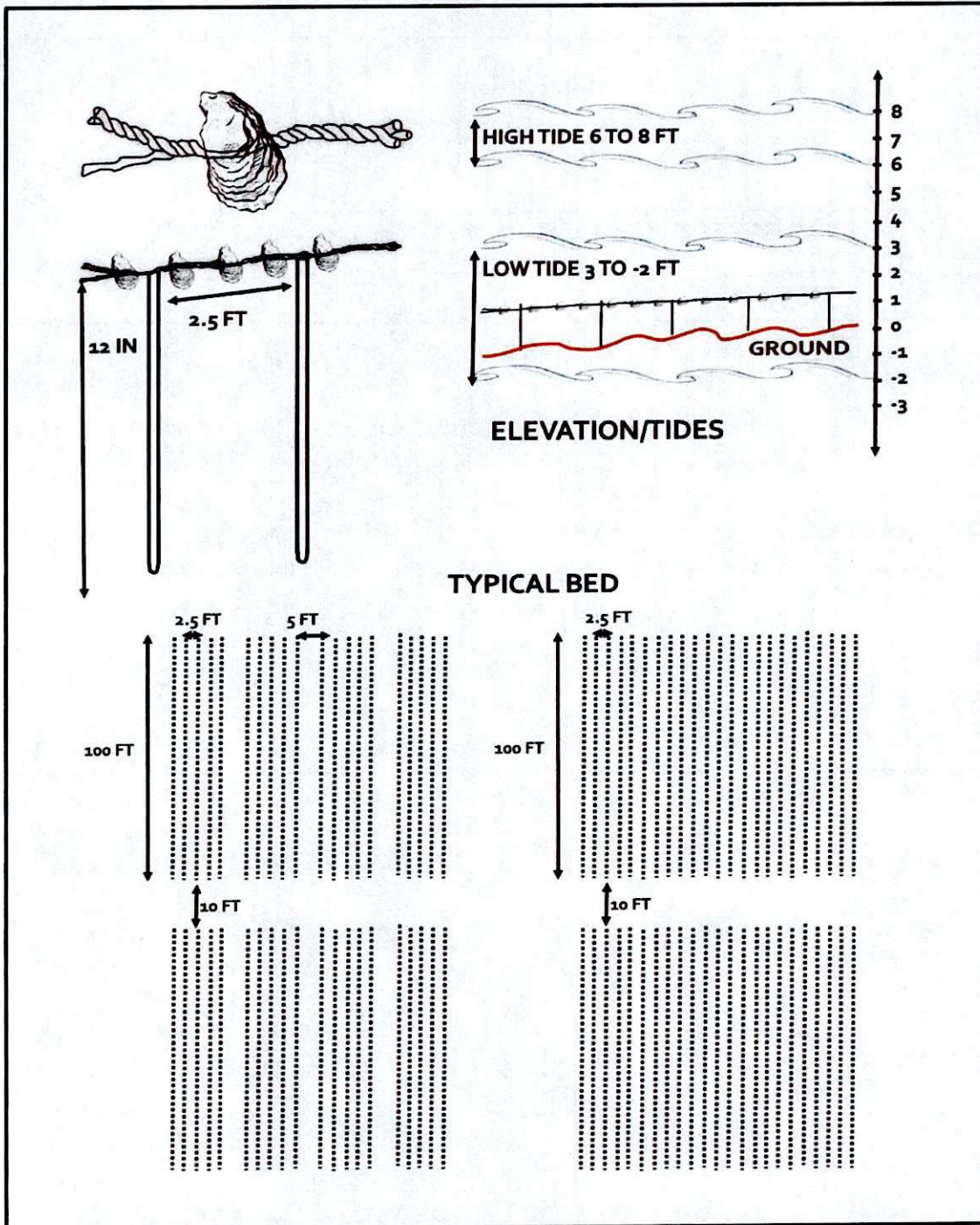


Figure 4: Configuration of Cultch-on-Longline Culture

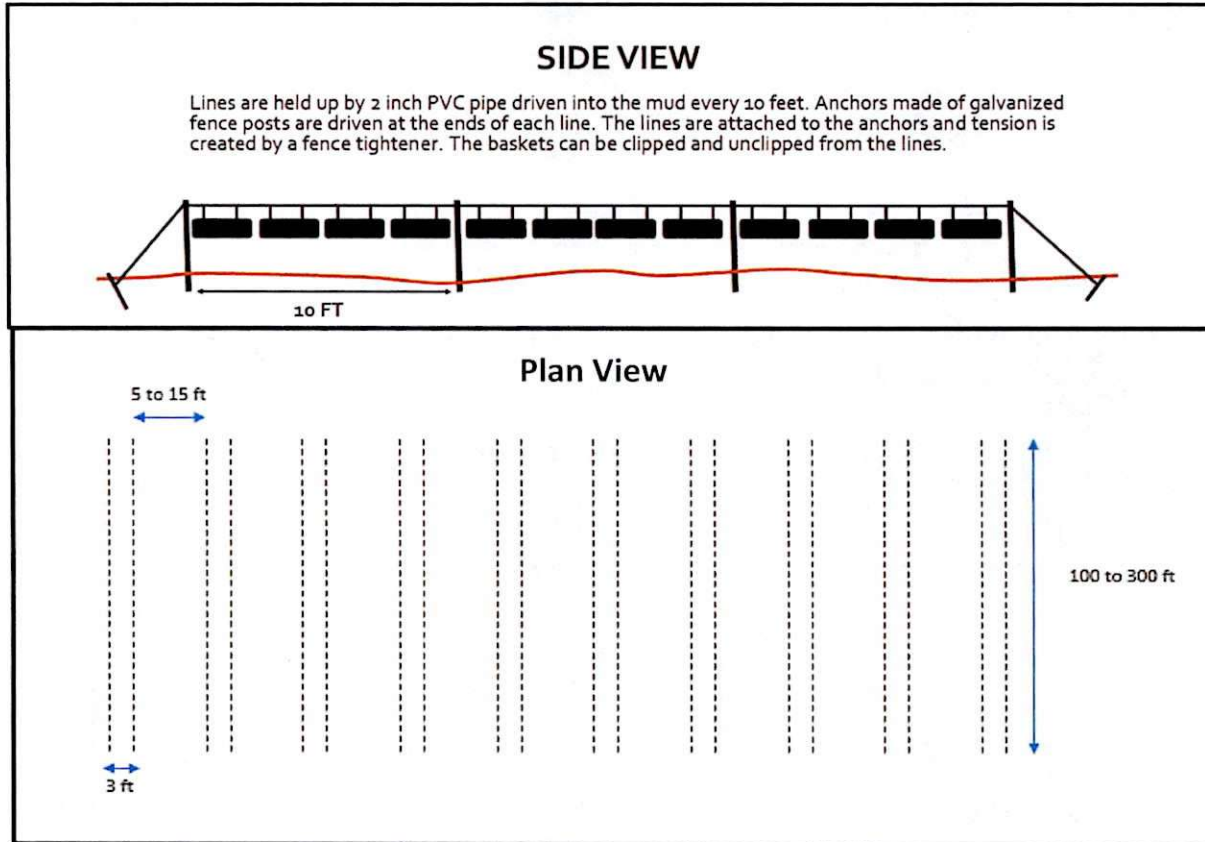


Figure 5. Side View and Plan View of a Typical Basket on Longline or Tipping Bag Culture.

4.0 PROJECT PHOTOS

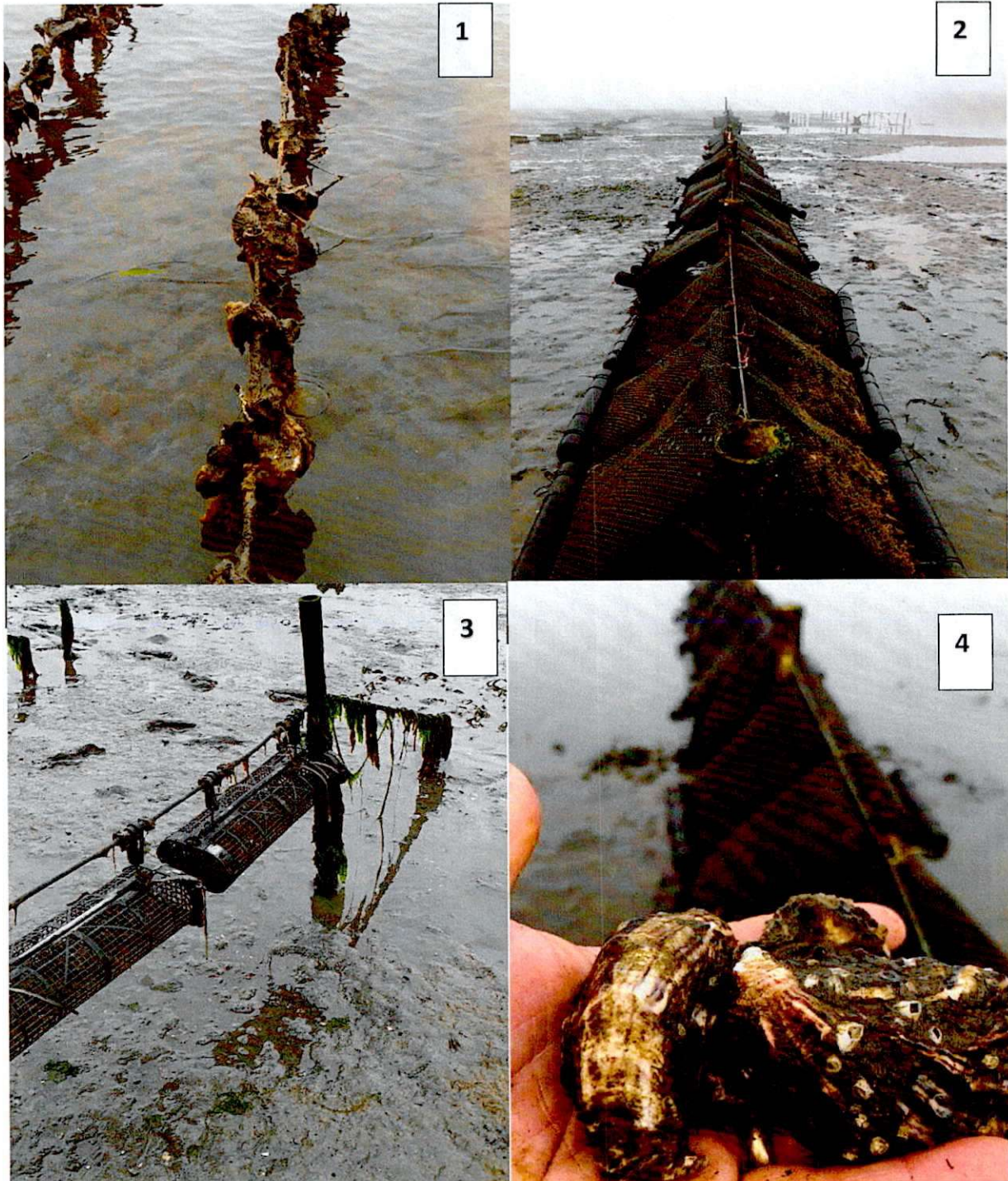


Figure 6. Off-Bottom Aquaculture – 1) Cultch on longlines; 2) Flipbags on longlines; 3) Baskets on longlines; 4) Oysters



January 29, 2021

Crystal Orr, Planner I  
Coos County Planning  
225 N Adams  
Coquille, OR 97423

**Re: Clausen Oyster – Off-Bottom Oyster Conversion**

Dear Crystal Orr:

Thank you for your support as we prepared the permit applications for the Clausen Oyster- Off Bottom Oyster Conversion project.

Per the County Land Use Permit Application, please find the following attachments:

- Coos County Land Use Permit Application
- Written Statement of Intent
- Plot Maps of the site
- Copies of the current leases from Coos County and Port of Coos Bay.
- Signatures of
  - Applicant Agent (Phil Bloch, Confluence Environmental),
  - Applicant (Clausen Oysters, LLC – Seth Silverman and Paddy Glennon)
  - Landowners
    - International Port of Coos Bay CEO – John Burns
    - Coos County Land Agent – Michael Dado

The application fee for this application is being mailed to Coos County Planning.

We look forward to continuing to work with you through the permit issuance process.

Respectfully yours,

A handwritten signature in black ink that reads "Philip Bloch".

**PHILIP BLOCH**  
Senior Ecologist  
425.440.0246  
phil.bloch@confenv.com

J:\Clausen Oysters\_001274\Deliverables\Final\_Permit\_Applications\County\_Permit

**Attachment A**  
**Applicant Signature**

**Clausen Oyster, LLC**  
**Seth Silverman**  
**Paddy Glennon**



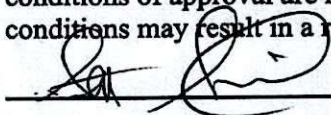
- D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the "burden of proof" is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

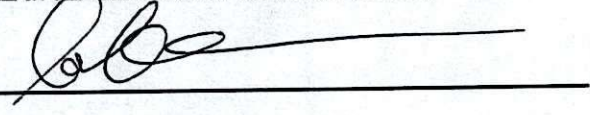
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  7.  Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- III.  A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

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**Attachment B**  
**Landowner Signature**

**International Port of Coos Bay**  
**CEO**  
**John Burns**

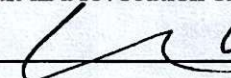
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John Burns  CEO/CEO

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**Landowner Signature**

**Coos County**  
**Land Agent**  
**Michael Dado**

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Michael Z. Doherty 1-26-2021

# Coos County Land Use Permit Application Written Statement Clausen Oysters – Off-Bottom Oyster Conversion Project

January 29, 2020

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## 1.0 STATEMENT OF INTENT

Clausen Oysters, LLC (Clausen Oysters) seeks permitting to convert forty (40) acres of existing aquaculture area on leased, intertidal habitat within Coos Bay, Oregon to off-bottom production of oysters. Culture methods would include cultch on longline and intertidal longlines with SEAPA<sup>1</sup>-style baskets or VEXAR tipping bags (with or without floats). Harvested oysters would be processed at Clausen Oysters' existing facility (Clausen Plant) located at 66234 North Bay Road, North Bend, Oregon 97459 and sold at Clausen Oysters' restaurant and to other wholesale customers.

### 1.1 Project Site

The project site is in areas known as Silver Point 1 (S1) and Silver Point 7 (S7)/Kentuck Inlet (Kentuck). Staff working on the aquaculture plots will travel to and from the sites from the Clausen Plant located along the south shore of Haynes Inlet. Areas proposed for off-bottom bed conversions are shown in Figures 1 and 2.

Clausen Oysters completed eelgrass surveys in the summer of 2020 (Confluence 2020). The acreage proposed for conversion to off-bottom oyster culture in this application was identified as having no native eelgrass (*Zostera marina*) during 2020 field surveys. Clausen Oysters holds existing leases with the Oregon International Port of Coos Bay and Coos County for these areas, and these leases authorize use of these sites for "planting, raising and harvesting of oysters and related purposes" and for "conducting aquaculture operations," respectively. (see Section 5.0).

Areas proposed for conversion are currently used for on-bottom oyster culture. S-1 is primarily used for re-bed of harvested oysters and as a nursery area, while S-7/Kentuck is used as an on-bottom grow out area for oysters from nursery size through harvest. Maturing oysters are scattered across the seabed on grow out areas. The sites are at between approximately -2 ft MLLW and +2 MLLW. Substrates at these sites are sandy or mixed fines. The substrates are firm in most areas, with some areas showing signs of bioturbation and being softer. Both areas are within large flats sites. S-1 likely historically sloped towards North and Haynes Inlets, but today is circumscribed by a shallow channel between the tideflat and the adjacent causeway that conveys either Trans Pacific Lane to the North or Oregon Coast Highway/US 101 to the East. The sites lack native eelgrass, and S-7/Kentuck has sea lettuce (*Ulva* spp.) present.

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<sup>1</sup> Reference to specific brands are intended to provide examples of the type and characteristics. Actual brands used may differ.

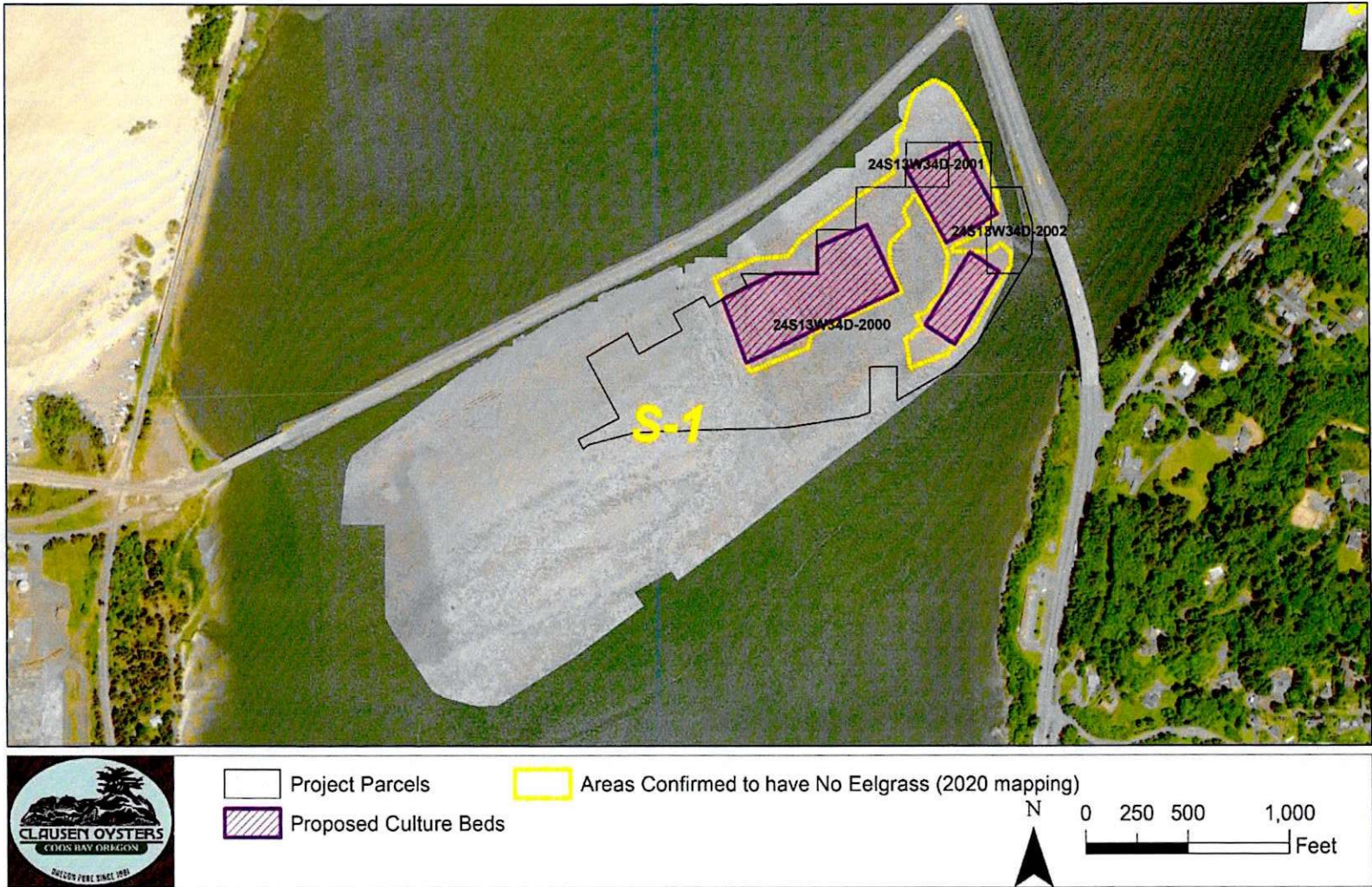


Figure 1: S-1 Off-Bottom Bed Layout Schematic (10 acres in 3 beds).



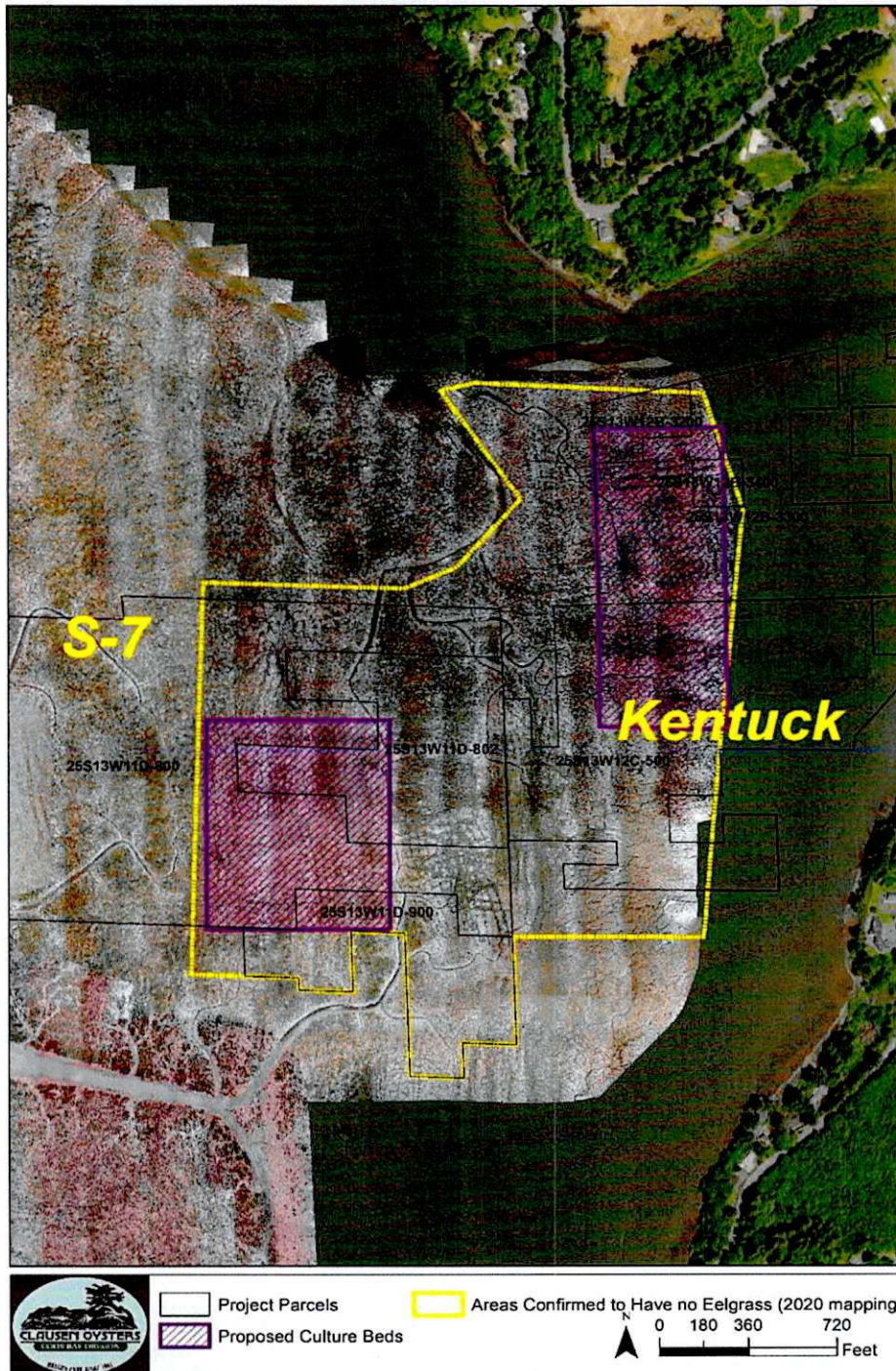


Figure 2: S-7 Off-Bottom Bed Layout Schematic (30 acres in 2 - 15 acre beds).

## 1.2 Proposed Off-Bottom Aquaculture

Clausen Oysters is proposing to convert approximately forty (40) acres of currently leased tidelands to off-bottom oyster aquaculture. Off-bottom systems have emerged as a low impact method for shellfish culture, allowing farm labor to maintain gear and animals with minimal impact to the surrounding benthic environment (Rumrill and Poulton, 2004; Dumbauld and McCoy, 2015). These areas are existing on-bottom culture areas that will be converted to off-bottom culture. Possible species of culture include Pacific oysters (*Crassostrea gigas*), Kumamoto oysters (*Crassostrea sikamea*), and Olympia oysters (*Ostrea lurida*). These oysters would be cultured using one of three methods: cultch on longlines, flipbags on longlines or baskets on longlines. Further details on each method are provided in the subsequent sections. Representative photos of off-bottom aquaculture methods are shown in Figure 3.



Figure 3. Off-Bottom Aquaculture – 1) Cultch on longlines; 2) Flipbags on longlines; 3) Baskets on longlines; 4) Oysters

### 1.2.1 *Off-Bottom Aquaculture – Cultch on Longlines*

Oysters would be grown using the cultch-on-longline method. Lines would be spaced with lines 2.5 feet apart. In some cases the applicant may use 5-foot gaps between groups of lines. There are three main activities that occur for cultch-on-longline operations: (1) planting, (2) maintenance, and (3) harvesting. Activities occur during both low tides (when the area is exposed) and high tides (when the area is inundated).

**Planting:** A crew plants the cultch-on-longlines when the tide is low enough to access a plot on foot. Prior to planting oyster seed, notched PVC stakes are placed in 100-ft rows. Oyster seed are collected from the nursery and moved using skiffs. The planting crew gather enough bags from the nursery during the preceding high tide using a skiff and a hook and then plant during the subsequent low tide. The crew then take the bags to the plot being planted and place them along the edge of a row of empty PVC stakes. At low tide, the crew go back out to the plot on foot, cut the longline out of the bag and pull it alongside the empty PVC stakes. The longlines are strung through notches on top of the PVC stakes, which suspends the oyster seed approximately 1-ft above the bay bottom for single-hung (Figure 4).

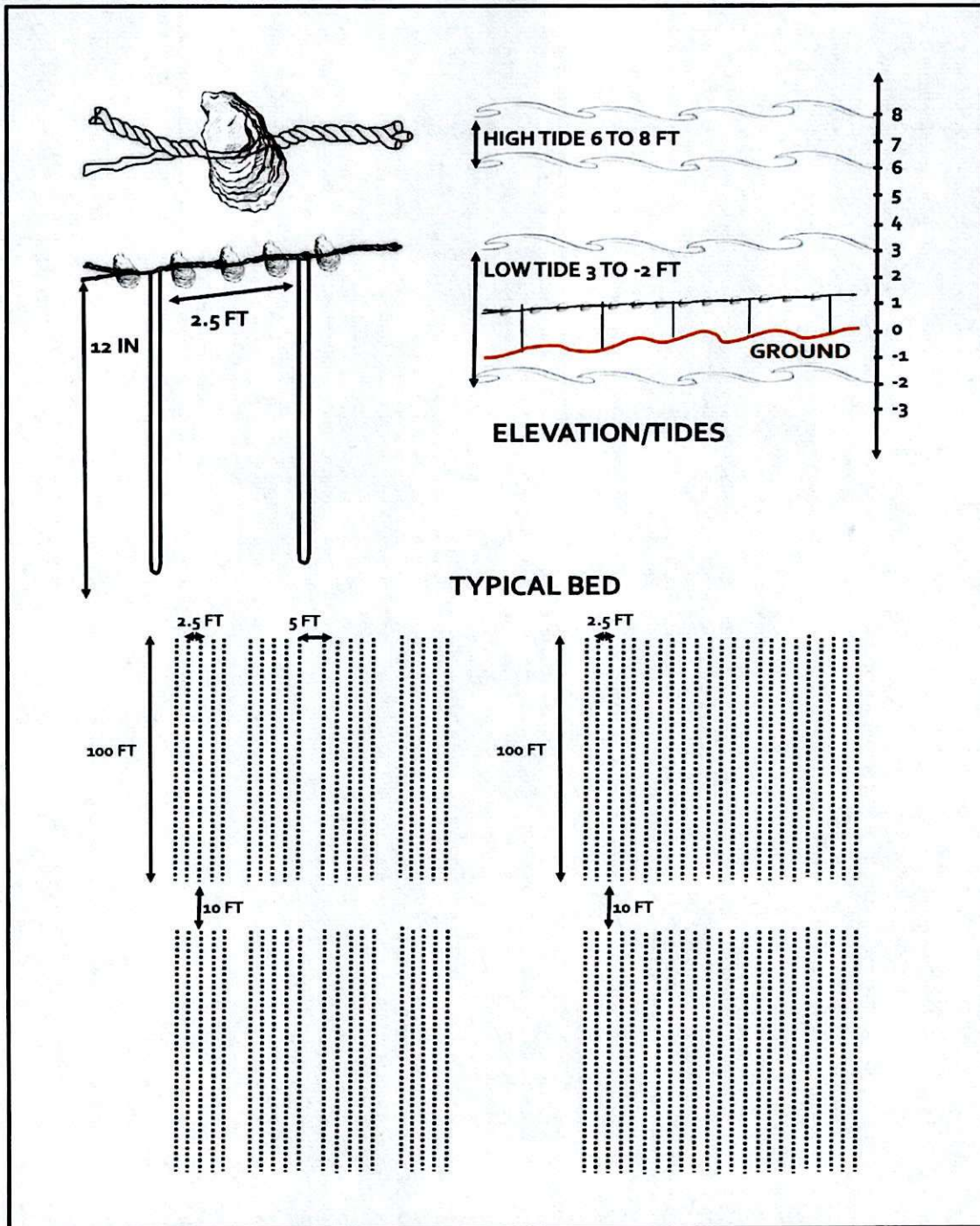


Figure 4: Configuration of Single-Hung Cultch-on-Longline Culture

Maintenance: Sites are inspected each month with staff walking a small portion of the plot at low tide. Lines are restored as necessary, and unnatural debris is removed. Apart from the inspection, virtually no activity would take place until harvest.

Harvest: Cultch-on-longline beds are harvested after 18 to 36 months, depending on market conditions, growth conditions, and other factors controlling consumer demand. Lines are harvested either using a scow that pulls the lines onto the vessel, or by hand picking where lines are cut into smaller lengths and placed in tubs to be collected by scow. PVC stakes are left in place for the next planting cycle.

### 1.2.2 *Off-Bottom Aquaculture – Flipbags on Longlines*

Longlines for flipbag culture are typically 100 feet to 300 feet long with anchor posts at both ends and supporting posts typically every 8 feet. Lines would be oriented parallel to each other and installed in sets of two lines spaced approximately 3 feet apart. Each such set of lines would be spaced between 5 and 15 feet from the next set of lines. The anchor posts are typically galvanized steel pipe, T-stakes or other suitable materials and are used to maintain line tension. The supporting posts in between are typically made of PVC. Longlines can be 1 foot to 4 feet in elevation above the ground. Lines between the posts are plastic coated with a steel core. Covering that inner line is an outer sleeve that reduces wear. Longlines can hold either bags or baskets, with or without floats. Longline support post and anchors (end post) are driven manually (e.g, using hammers or post pounders). Material used in end posts has a serviceable life of at least 15 years.

Oyster production using flipbags involves hanging bags from a line suspended above the substrate. Each bag is fitted with a float on the bottom that causes the bag to invert when submerged during high tide. Tipping bags attached on longlines are made of durable VEXAR and are typically 2'x3' with ½" mesh. These bags are attached to the line using a stainless-steel snap hook or plastic clip that connects to a plastic bearing. Bags attached to longlines have a small crab float attached to them opposite of the attachment to the longline.

Floats are attached to the bag using 3/8" polyethylene line. The boat runs alongside the longlines and bags/baskets are clipped directly onto the line.

The typical production cycle includes "planting out" baskets of seed oysters, bi-weekly to monthly checks on equipment condition and shellfish growth and health, and harvest. To maintain optimal stocking densities, baskets are periodically collected, returned to the Clausen Facility, graded, and redistributed to additional baskets. Harvest simply involves a final collecting of baskets, which are processed, graded, and prepared for distribution at the Clausen Facility. Depending on the species, harvest may take anywhere from 1 year (*C. gigas*) to 2 or 3 years (*C. sikimea* and *O. lurida*) after planting.

Similar to the longline culture, maintenance of flipbag culture requires bi-weekly to monthly inspections either on foot at low tide or from a boat at high tide.

Oyster production using baskets involves hanging baskets from a monofilament line suspended off the bottom using PVC pipe. The monofilament line is protected by a polyethylene sleeve. The basket area is approximately 24 inches by 10 inches by 6 inches and is held on the line with plastic clips. A small float is attached to the baskets to increase buoyancy when the beds are inundated at high tide. The lines are positioned approximately 2.5-ft to 3.0-ft off the bottom so that the baskets are roughly 1-ft from the bay bottom when hanging down during low tides. Figure 5 provides a schematic of a typical basket culture arrangement.

Maintenance of culture beds using baskets would be similar as that used for longline culture, with monthly visits to inspect plots either during a low tide when exposed or during a high tide when inundated.

Basket culture beds are harvested every 4 months and sorted for size. The baskets are taken off the longlines at either low tide (when exposed) or high tide (when inundated). PVC stakes are left in place for the next planting cycle. Oysters are sorted at the Clausen Facility and either sold on the half shell market or placed back in the baskets for additional growth.

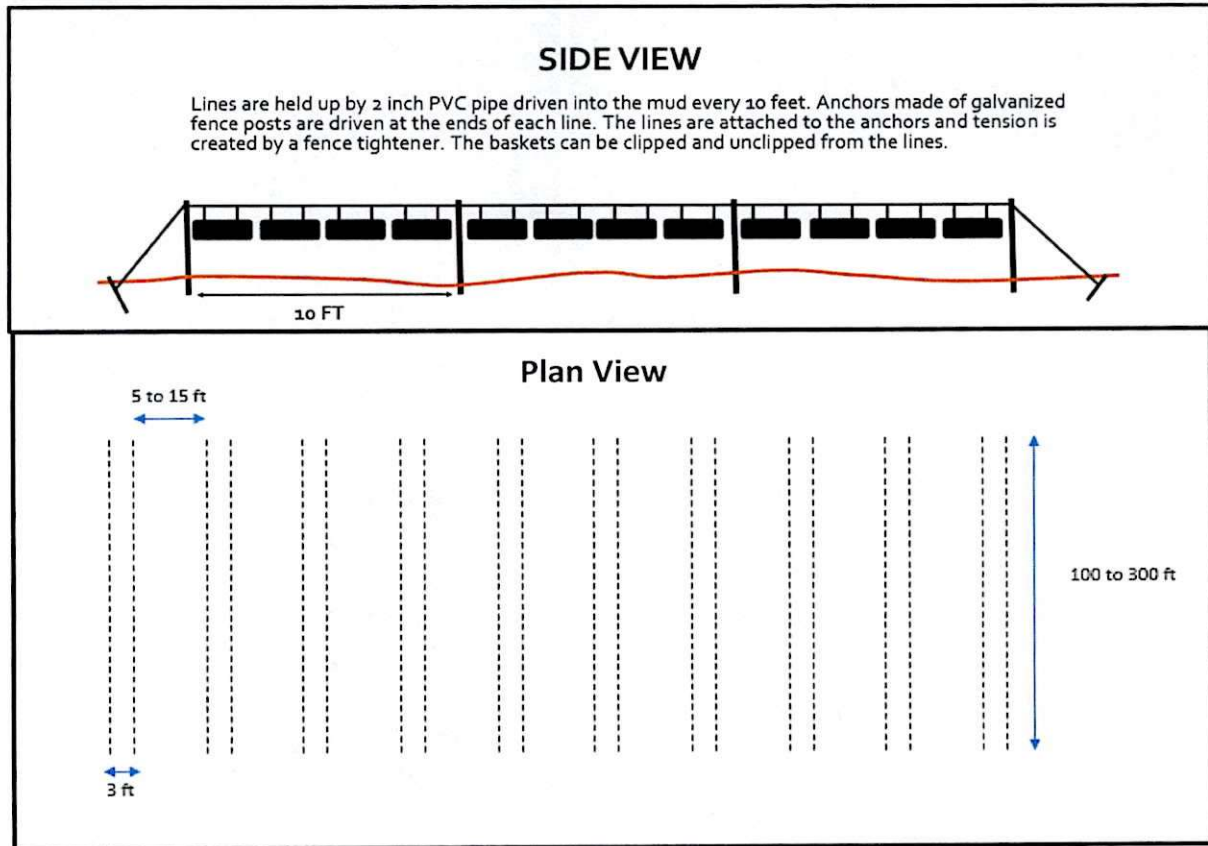


Figure 5. Side View and Plan View of a Typical Basket Culture Arrangement.



### 1.3 Conservation and Minimization Measures

Shellfish aquaculture has had a long history in Oregon, starting with the harvesting of native shellfish species and gradually expanding to include the culture of non-native shellfish species. Clausen Oysters has been farming shellfish in Coos Bay since 1981.

The range of potential interactions between shellfish farming activities in Oregon and the intertidal ecosystems where these activities occur have been comprehensively evaluated through a programmatic Endangered Species Act (ESA) consultation (Programmatic Consultation) between the U.S. Army Corps of Engineers and National Marine Fisheries Services (Environ 2009, NMFS 2014). The Programmatic Consultation covers shellfish farming activities in six Oregon waterbodies, including Clausen Oysters' operations in Coos Bay. The areas proposed for conversion to off-bottom oyster aquaculture are considered existing farm areas under the Programmatic Consultation. The Programmatic Consultation analyzes and provides coverage for off-bottom oyster culture activities, including bag and long-line culture methods.

In the Programmatic Consultation, the Corps and National Marine Fisheries Service identified numerous conservation measures to effectively avoid and minimize impacts to species and habitat (Conservation Measures), and they developed procedures to administer the consultation. The Programmatic Consultation was memorialized in a 2014 Letter of Concurrence issued by NMFS, which concurred that aquaculture activities as described and conditioned are not likely to adversely affect ESA listed species or designated critical habitat. Furthermore, for projects that do not impact eelgrass density and spatial cover, there are no impacts identified to Essential Fish Habitat (EFH) (NMFS 2014).

The proposed project will follow the applicable Conservation Measures<sup>2</sup> identified in the Programmatic Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for Commercial Shellfish Aquaculture and Native Shellfish Restoration Authorized by the U.S. Army Corps of Engineers in Oregon (NMFS 2014). These Conservation Measures would avoid and minimize potential impacts to estuarine habitats and species. The following Conservation Measures are applicable to, and will be implemented with, the project.

#### 1.3.1 *Equipment Storage and Pump Requirements*

- Clausen Oysters will not use intertidal areas as storage areas for bags, marker stakes, rebar, nets, empty pallets, etc.

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<sup>2</sup> The Programmatic Concurrence Letter identifies conservation measures for a broad range of aquaculture activities that have the potential to impact listed species and critical habitat. Given the limited activities and scope of Clausen Oysters' off-bottom conversion proposal, not all conservation measures identified in the Programmatic Concurrence Letter apply to this project.

- Clausen Oysters will move all aquaculture materials that are not immediately needed to an off-site storage area.
- Clausen Oysters will remove all aquaculture debris from the leasehold at least once every three months. This does not apply to the wet storage of harvested shellfish.
- Any natural debris (i.e., large wood) encountered during shellfish bed preparation shall not be removed from the aquatic environment but rather shall be relocated within the intertidal portion of the leasehold.
- All pump intakes (for washing down gear, vehicles, etc.) that pump water from bays, estuaries, streams, or other waterbody shall be screened in accordance with NMFS criteria and ODFW criteria. Note: This does not apply to work boat motor intakes.

### 1.3.2 ***Toxic compounds, chemicals and other contaminants***

- Clausen Oysters will prevent direct or indirect contact of toxic compounds including creosote, wood preservatives, paints, etc., with the marine environment.
- Vehicles and power equipment shall be stored, fueled, and maintained in a vehicle staging area upland from any stream, waterbody, or wetland. Clausen Oysters existing upland facilities and parking area is approximately 75 feet from Coos Bay and would continue to be used to support vehicles and power equipment.
  - Clausen Oysters shall transfer fuels in Environmental Protection Agency-compliant portable fuel containers 5 gallons or smaller at a time during refilling. A polypropylene pad or other appropriate spill protection and funnel or spill proof spout will be used when refueling to prevent possible contamination of surface waters.
  - Clausen Oysters will provide the Corps of Engineers with a fueling and staging plan that describes best management practices used to maintain and protect vehicles, contain fuels and other vehicle fluids, and prevent leaks and spills from entering the water.
  - Vehicle/equipment operators shall have with them the spill prevention plan and maintain a spill prevention kit, which shall be readily available and used in case of accidental spills.
  - In the event a spill occurs, Clausen Oysters will contain, remove, and mitigate such spills immediately. All waste oil or other clean up materials contaminated with petroleum products will be properly disposed of off-site.
- When washing land vehicles used in aquaculture, washing shall take place on uplands such that wash water is not allowed to enter any stream, waterbody, or wetland. Disposal of wash water from land vehicles shall occur upland in a location where all water is infiltrated into the ground (i.e., no overland flow into a waterbody or wetland).
- All vehicles operated within 150 feet of any stream, waterbody, or wetland will be inspected daily for fluid leaks before leaving the vehicle staging area. Any leaks detected

will be repaired in the vehicle staging area before the vehicle resumes operation and documented in a record that is available for review on request by the Corps or NMFS.

- All synthetic floatation material used for floats shall be permanently encapsulated to prevent breakup into small pieces and dispersal into water.

### 1.3.3 *Eelgrass avoidance*

- No motorized vehicles (i.e., ATVs, tractors) shall be used within eelgrass beds unless there is no other alternative for site access. If there is no other access to the site, an access plan shall be submitted to the Corps/NMFS describing specific measures and/or best management practices that will be undertaken to minimize negative effects to eelgrass from vehicle operation, and the plan shall be implemented.
- No grounding or anchoring of watercraft within eelgrass beds will occur unless there is no other alternative for site access. If there is no other access to the site, a plan shall be submitted to the Corps/NMFS describing specific measures and/or best management practices that will be undertaken to minimized negative effects to eelgrass and the plan shall be implemented.
- No walking paths through eelgrass shall be established unless there is no other alternative for site access. If there is no other access to the site, a plan shall be submitted to the Corps/NMFS describing specific measures and/or best management practices that will be undertaken to minimized negative effects to eelgrass and the plan shall be implemented.

## 1.4 Operations and Maintenance

Clausen Oysters currently cultures oysters using typical on-bottom methods. In addition to oyster production on the tidelands of Coos Bay, Clausen Oysters also operates a processing facility (Clausen Plant) on the South shore along Haynes Inlet. The Clausen Plant is made up of a 10,000 square foot plant and a 7,000 square foot work shed. Activities at this facility include processing of harvested oysters, preparation of seed oysters for planting, and general maintenance. Work boats used for accessing and maintenance of culture beds include a 48' barge, an 18 foot aluminum work boat, and two 18 foot aluminum skiffs. Refer to Figure 6 for images of the processing facility and work boats.

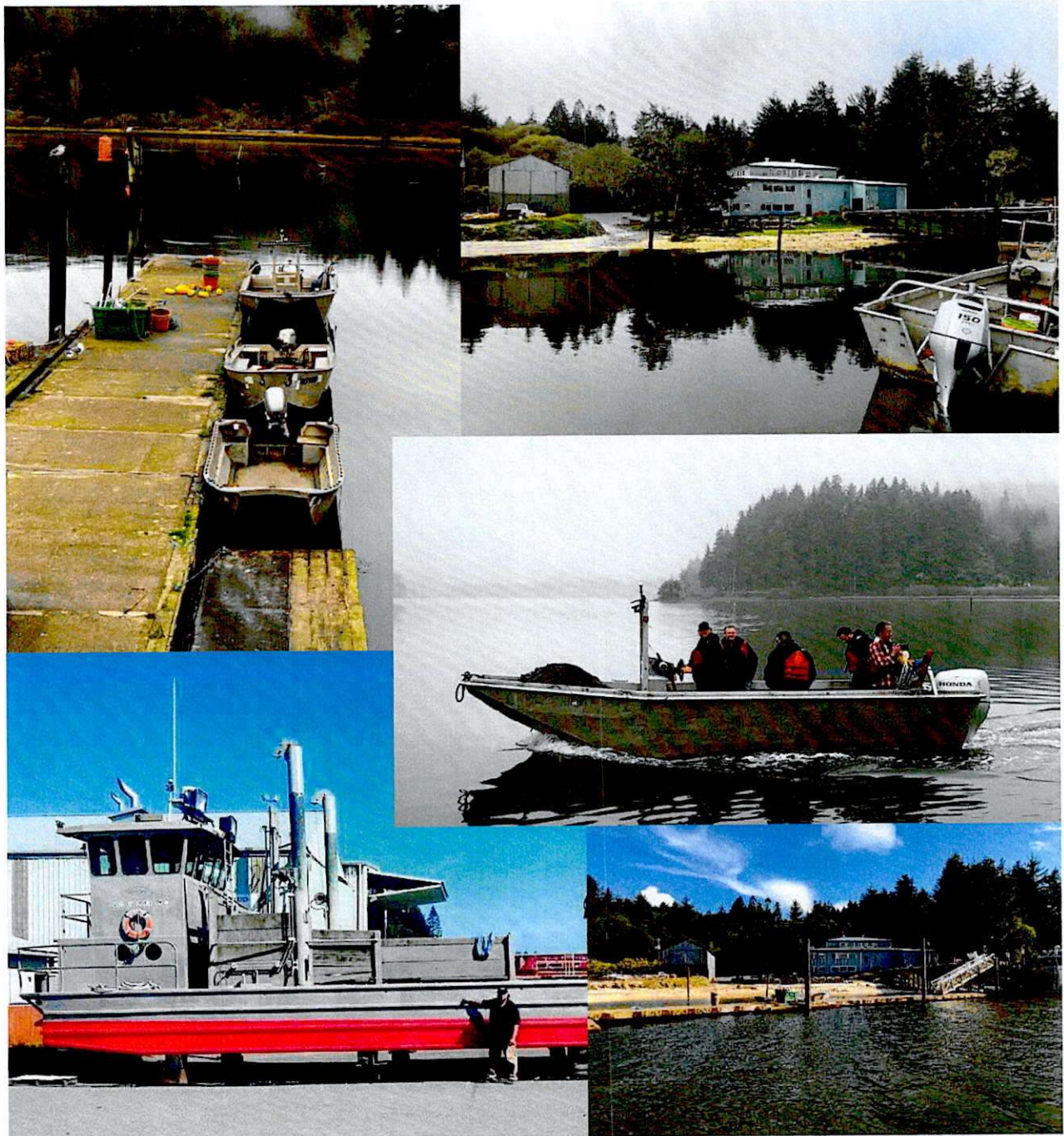


Figure 6. Clausen Facility and Work Boats

## 2.0 CONSISTENCY WITH COOS BAY ESTUARY MANAGEMENT PLAN

### 2.1 Setting

The Clausen Oysters sites proposed for conversion include areas zoned 13A-Natural Aquatic (NA) (North Slough/Haynes Inlet vicinity of S-1 parcels, Figure 2) and 15-NA (Upper Bay extending to the shoreline surrounding Kentuck Channel in the vicinity of the S-7/Kentuck parcels, Figure 3) under the Coos County Zoning and Land Development Ordinance (Ordinance). Aquaculture may be permitted as a conditional use in both of these zoning districts pursuant to an administrative conditional use (ACU) permit, subject to the following special and general conditions:

General Conditions:

1. All uses and activities: Inventoried resources requiring mandatory protection in this district are subject to Policies #17 and #18.

Special Conditions:

1. Aquaculture which does not involve dredge or fill or other estuarine alteration other than incidental dredging for harvest of benthic species or removable in-water structures such as stakes or racks (commercial, not archaeological stakes or racks) is subject to Policy #4a.

Ordinance §§ 3.2.426 (13A-NA), 3.2.456 (15-NA).

The proposal is consistent with these conditions. It is consistent with Special Condition 1 because the proposed off-bottom oyster cultivation methods described above are aquaculture activities that do not involve dredge or fill or other estuarine alteration other than incidental dredging for harvest of benthic species or removable in-water structures such as stakes or racks. The areas proposed are areas where shellfish aquaculture currently occurs, and the proposal will convert on-bottom aquaculture to off-bottom aquaculture. The following subsections address the proposal's consistency with Policies #4a, #17, and #18.

#### 2.1.1 ***Policy #4a: Resource Capability Consistency and Impact Assessment***

Policy #4a states:

Local government shall defer, until the time of permit application, findings regarding consistency of the uses/activities listed in Policy #4 with the resource capabilities of the particular management unit.

Additionally, the impact assessment requirement for those uses/activities as specified in Policy #4 shall be performed concurrently with resource capability findings above at the time of permit application.

Ordinance, pp. III-401.

Policy #4, in turn, states in part:

A determination of consistency with resource capability and the purposes of the management unit shall be based on the following:

- i. A description of resources identified in the plan inventory;
- ii. An evaluation of impacts on those resources by the proposed use (see Impact Assessment procedure, below);
- iii. A determination of whether the proposed use or activity is consistent with the resource capabilities of the area, or that the resources of the area are able to assimilate the use and activity and their effects and continue to function in a manner to protect significant wildlife habitats, natural biological productivity, and values for scientific research and education.

An impact assessment need not be lengthy or complex, but it should give reviewers an overview of the impacts to be expected. It may include information on:

- a. the type and extent of alterations expected;
- b. the type of resource(s) affected;
- c. the expected extent of impacts of the proposed alteration on water quality and other physical characteristics of the estuary, living resources, recreation and aesthetic use, navigation and other existing and potential uses of the estuary; and
- d. the methods which could be employed to avoid or minimize adverse impacts.

This policy is based on the recognition that the need for and cumulative effects of estuarine developments were fully addressed during the preparation of this Plan and may be mitigated by the imposition, as necessary, of conditions through the administrative conditional use process.

Ordinance, pp. III-400-401.

Aquaculture is recognized as consistent with Natural Management units, and both zoning areas are identified as natural management units where aquaculture is a recognized use.

Section 2.1.1.2 contains a resource impact assessment pursuant to the above guidance. For the reasons provided below, the proposal is consistent with the resource capabilities of the area, and the resources of the area are able to assimilate the proposal and its effects and continue

to function in a manner to protect significant wildlife habitats, natural biological productivity, and values for scientific research and education.

### **2.1.1.1 Type and Extent of Alterations Expected**

The project involves the conversion of existing on-bottom oyster aquaculture to off-bottom oyster aquaculture. This will result in the installation of PVC and metal stakes that will extend above the seabed. These stakes will be visible at higher tides than the current seabed. The presence of stakes and developing oysters on lines may affect tidal flow in the immediate vicinity of the off-bottom culture gear and may affect local sediment deposition and water movement. If sediment deposition occurs, it is likely to be small, light sediments that are generally mobilized during larger wind-wave events such as winter storms (NMFS 2014). (NMFS 2014). See also (Rumrill and Poulton 2004), indicating minor amounts of sediment deposition within longline plots eroded rapidly, including as a result of storm events. These impacts are anticipated to be minor in scale and brief in duration, with rapid recovery.

After initial installation of off-bottom aquaculture gear, the level of activity and access to sites is expected to be similar to or slightly less than the current level of activity. Staff will visit sites periodically to maintain gear, with some forms of off-bottom gear requiring re-sorting growing oysters to split oysters between baskets as they grow larger and to maintain baskets of oysters that are similarly sized. Staff will access sites during low and high tides. Site access will be by boat using deepwater channels.

### **2.1.1.2 Type of Resource Affected and Extent of Impacts**

Projects in Coos Bay have the potential to affect water quality, physical characteristics of the estuary, living resources, recreation and aesthetic use, navigation, and other existing and potential uses of the estuary. The potential for effects to each resource is summarized below:

- **Water quality**

Installation of off-bottom gear may generate temporary, localized sediment disturbances that may generate turbidity. Staff walking across the tideflats will also generate localized sediment disturbances that may cause localized, short-term turbidity. These turbidity effects are limited to the immediate vicinity of disturbed tideflats and conditions are typically indistinguishable from background within feet of any disturbance with substrates being redistributed during incoming tides. Therefore, these effects are likely minor to negligible in scale and brief in duration. Gear is non-reactive and selected materials are long lasting and durable in the marine environment. If signs of deterioration are observed, gear will be removed from the aquatic environment and replaced. Existing and proposed cultured oysters feed on naturally occurring particles including plankton in the water column and commercial aquaculture areas are required to maintain stringent water quality standards. Therefore, shellfish growers are often

attentive to potential sources of pollution around the watershed and proactive about ensuring that water quality at productive growing areas is maintained.

There may also be several positive interactions of shellfish aquaculture to water quality including (1) an increase in water clarity and light penetration through consumption of phytoplankton and particulate organic matter, (2) increased dissolved oxygen by reduction of excess phytoplankton, and (3) nutrient sequestration by incorporation of nitrogen and phosphorus into their shells and tissues, (i.e., bioextraction) (E.g, Kellogg et al. 2013).

- **Physical characteristics of Coos Bay estuary**

Adding shellfish aquaculture gear to these existing oyster beds will not change the habitat, but may change how species interact with the additional structured habitat. The presence of gear in the water column may affect localized water circulation and deposition. Gear may slow the flow of water and that reduced velocity may cause sediment deposition near or under gear. If sediment deposition occurs, it is likely to be small, light sediments that are generally mobilized during larger wind-wave events such as winter storms (NMFS 2014). Gear in the water column also represents a surface for fouling organisms and colonizers. Invertebrates and algae that comprise the fouling community are a natural component of the intertidal ecosystem and often comprise the base of the intertidal food web providing food for intertidal organisms. Birds, fish and invertebrates will feed on organisms growing on gear. Bags and baskets will be cycled to the plant for cleaning using pressure washers periodically during the culture process, while lines and stakes will remain on the tideflats. Gear in the water column may also become dislodged at times. Clausen Oysters has identified gear and installation methods that minimize the potential for renegade gear, and will regularly inspect its gear, including after large storms, to ensure it is in proper condition and to recover any gear that becomes loose. This includes periodic debris removal activities.

- **Living resources of Coos Bay estuary**

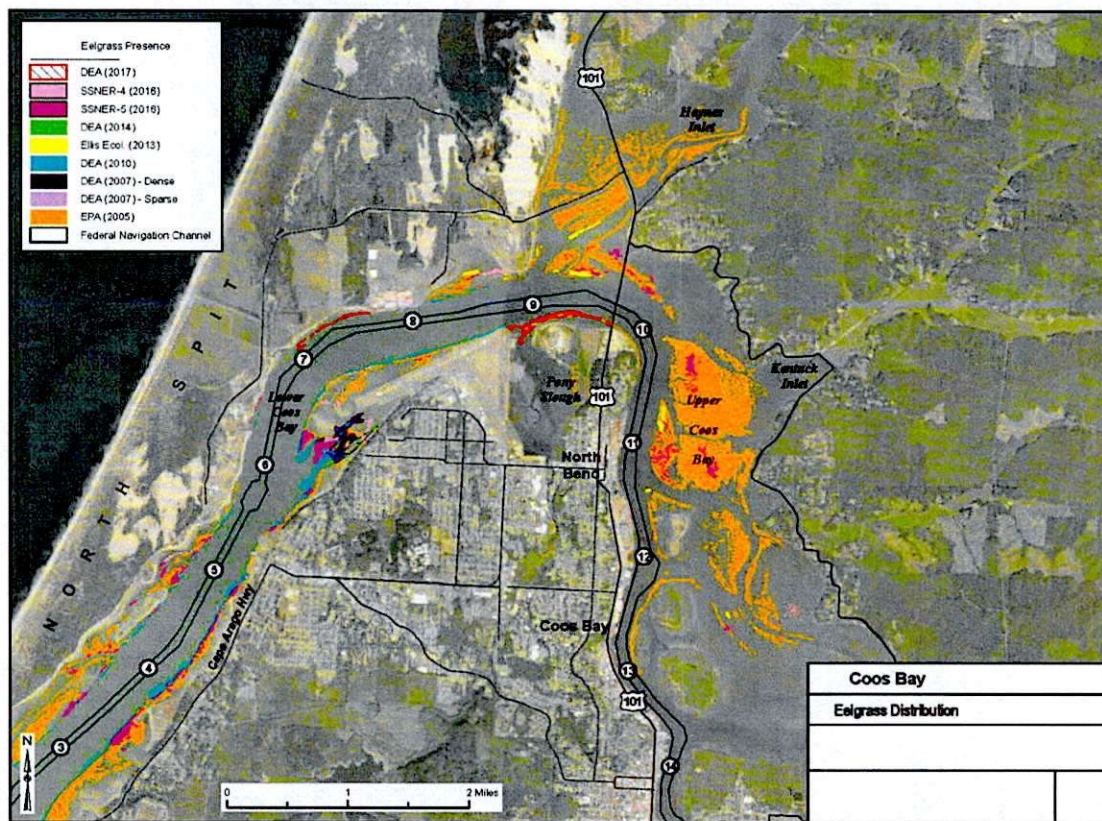
Off-bottom culture gear provides habitat structure that may attract some fisheries resources. These fish may forage on the fouling community or benefit from flow refuge provided by the gear. Forrest et al. (2009) reviewed over 200 papers associated with near-bottom shellfish aquaculture, and based on that review indicated that effects to fish are often neutral or positive. Dumbauld et al. (2009) reported that community-level indices (abundance and diversity) are equivalent across habitats with and without off-bottom culture gear, reporting that: "few statistically significant differences in density were found among the >20 species of fish and crabs collected at intertidal locations."

Birds have diverse reactions to oyster culture and off-bottom culture gear. Some species may be less likely to use areas with off-bottom gear while others may be more abundant depending on their forage resources and perceptions of predation risk. Studies have found that bird responses



to the presence of shellfish aquaculture gear have been variable, with the abundance and density of some species being higher while other species numbers are lower. For example, Connolly and Colwell (2005) observed 17 different bird species using the intertidal habitat in Humboldt Bay associated with oyster longline culture. Abundance of most species (7 shorebirds and 4 wading birds) were shown to be more abundant on oyster longline plots compared to adjacent mudflat habitat not containing culture, and three species (Marbled Godwit [*Limosa fedoa*], Long-billed Curlew [*Numenius americanus*] and Dunlin) showed mixed results depending on location and presence of Great Blue Heron (*Ardea herodias*).

Eelgrass has been mapped in tideflats near the project in the past (Figure 7), however 2020 field surveys found that there is no eelgrass present in the areas proposed for conversion to off-bottom aquaculture (Confluence 2020).



**Figure 7: Eelgrass Distribution in Coos Bay.**

The proposed conversion project includes conservation measures to avoid and minimize potential impacts to eelgrass consistent with the Programmatic Consultation for commercial shellfish farming activities in Oregon (NMFS 2014). The proposal avoids direct impacts to eelgrass beds by siting the aquaculture conversion project in areas where these habitats are not

present. The project will adopt an access plan to further minimize the potential for impacts to eelgrass beds in the vicinity of the conversion project.

Hosack et al. (2006) reported that benthic invertebrates were strongly associated with habitat type, and structured habitats (oyster beds and eelgrass) had higher species abundance than other habitat types. Confluence et al. (2019) found that invertebrate abundances were similar in areas with and without off-bottom aquaculture. Similarly, fish populations were similar in areas with and without culture gear present, however fish abundances were higher in eelgrass areas compared to mudflats (Confluence et al. 2019). Ferraro and Cole (2007, 2011, 2012) found that both eelgrass and oyster habitats had significantly more prey resources than unstructured habitats such as mud or sandflats. Listed endangered species and essential fish habitat are assessed in the Programmatic Consultation, and the proposal will comply with applicable conservation measures designed to avoid and minimize potential impacts to these species and habitat (NMFS 2014).

- **Recreation uses**

Aquaculture gear may affect the potential for individuals to walk or boat across the areas where off-bottom gear is present. Movements within the sites of the proposal may be restricted to certain tidal conditions or movement along rows of gear and in boat lanes. Sites will be clearly marked to demarcate the potential presence of off-bottom gear using stakes or buoys at bed corners. The sites are relatively far from shore. The Kentuck/S7 sites are at least 500 feet from shore, and the S-1 site is more than 300 feet from the adjacent roadways and thousands of feet from the nearest public access point.

- **Aesthetic use**

Off-bottom gear will extend 2 to 4 feet above the seabed. This gear will be visible at low tides and will be visible before the seabed is fully exposed. This increased exposure duration means that gear will be visible for a greater portion of time than the natural seabed. Low tides in the Pacific Northwest are such that daytime tidal exposure is greatest in the summer and least in the winter. Gear will be neutral colors including white, gray and black. The nearest residential observation point is approximately 500 feet from the Kentuck/S-7 site. S-1 culture gear may be visible from the adjacent roadways, but barriers along the roadways limit visibility of intertidal features. The relatively large distance from shore-based observation locations means that there will be limited aesthetic effects. In addition, because these are existing oyster farms, shore observers in these areas are accustomed to seeing aquaculture activities within these areas.

- **Navigation**

The project will affect intertidal areas that are between -2 and +2 ft MLLW in the proposed conversion sites. These shallow intertidal areas are outside of the main navigation channels and

are of limited utility for navigation. Navigation across these tideflats during high tides could be affected by the presence of off-bottom gear. As noted above, beds will be clearly marked using stakes or buoys to alert boaters to their presence.

▪ **Existing and potential uses of the estuary**

Off-bottom oyster aquaculture is a continuation of the current use of these areas. This activity has co-occurred with other uses of the estuary over a long period of time. There are no known conflicts between the proposal and existing or potential uses of the estuary.

▪ **Conservation Measures and Best Management Practices**

A comprehensive overview of conservation measures and BMPs for the project are provided in Section 1.3. These conservation measures have been developed by expert resource agencies and will effectively avoid and minimize potential impacts to the natural environment.

Clausen Oysters proposes to follow several best management practices in addition to those described by the Programmatic Consultation (NMFS 2014). These include regular (bi-weekly or monthly) gear checks and maintenance including following storm events; limiting vessel speeds and wakes near culture areas; checking gear for the presence of non-target organisms (e.g., fish eggs) prior to harvest activities and taking appropriate actions if non-target organisms are present, which may include delaying harvest.

As proposed and conditioned, this project is consistent with the resource capabilities of the area, and the resources of the area are able to assimilate the proposal and its effects and continue to function in a manner to protect significant wildlife habitats, natural biological productivity, and values for scientific research and education.

**2.1.2 Policy 4a: State Agency Coordination**

Policy #4a states: "Where aquaculture is proposed as a use, local government shall notify the Oregon Department of Fish & Wildlife (ODFW) and Department of Agriculture in writing of the request, with a map of the proposed site . . ." Ordinance, p. III-402.

The proposed project is an aquaculture project and therefore requires coordination with ODFW and the Department of Agriculture. These agencies were part of a state and federal agency pre-permitting meeting held by Clausen Oysters on November 10, 2020. Representatives of these agencies participating in the pre-permitting meeting included:

Oregon Department of Fish and Wildlife:

- Steve Rumrill
- Scott Groth
- Morgan Bancroft

- Matthew Hunter
- Megan Hoff

Oregon Department of Agriculture:

- Alex Manderson

**2.1.3 Policy #17: Protection of “Major Marshes” and “Significant Wildlife Habitat” in Coastal Shorelands**

Policy #17 states: “Local governments shall protect from development, major marshes and significant wildlife habitat, coastal headlands, and exceptional aesthetic resources located within the Coos Bay Coastal Shorelands Boundary, except where exceptions allow otherwise.” Ordinance, p. III-415. It further states this policy shall be implemented “[t]hrough use of the Special Considerations Map, which identified such special areas and restricts uses and activities therein to uses that are consistent with the protection of natural values.” *Id.*

Both sites are within large tidal flats and do not contain major marshes or significant wildlife habitat as set forth in the Special Considerations Map. National wetland inventory (NWI) mapping of wetlands in Coos Bay suggests the site is estuarine and marine deeper water, with emergent vegetation occurring a significant distance shoreward of the proposed culture areas (Figure 8).

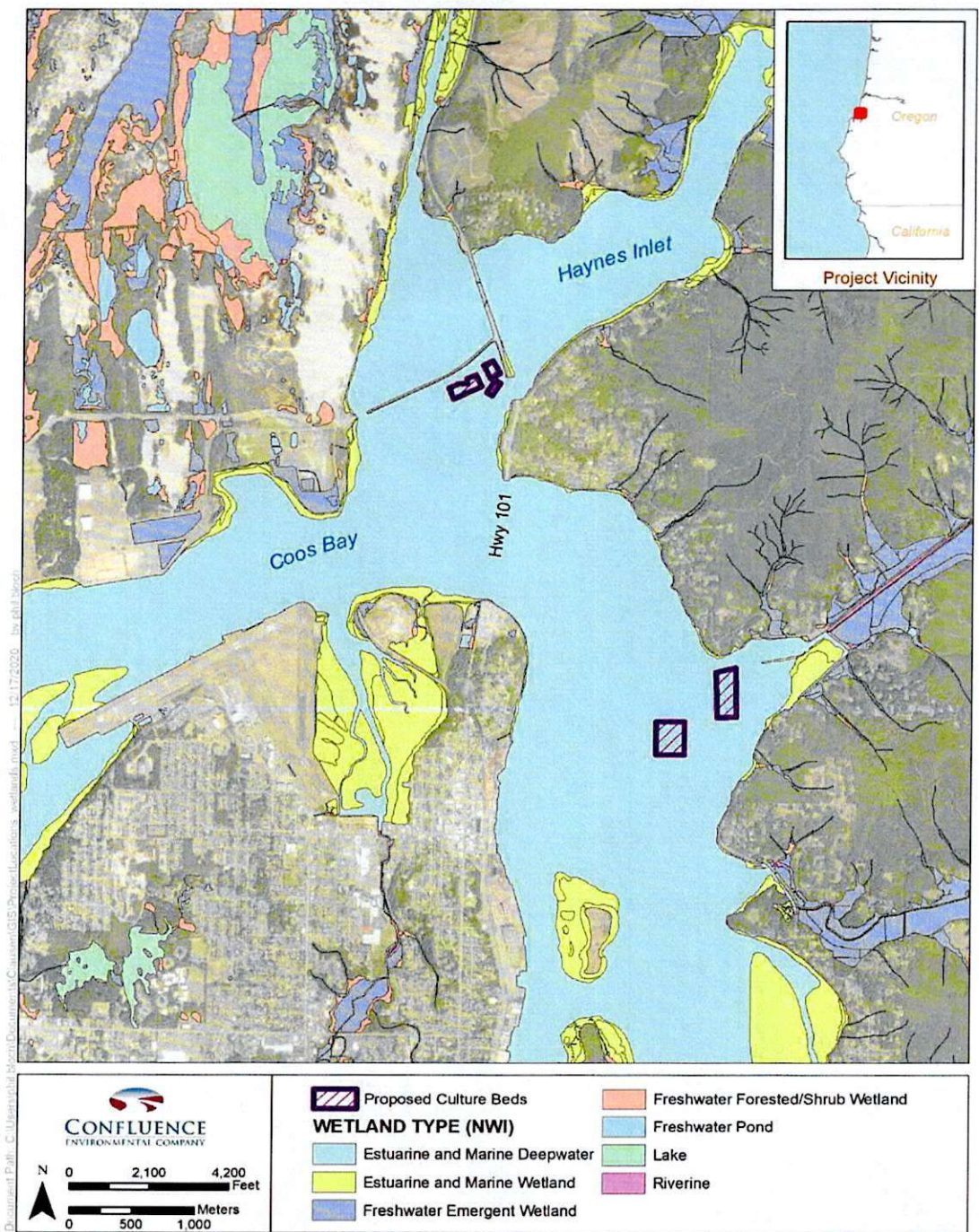


Figure 8. Wetlands in Coos Bay

**Policy #18: Protection of Historical, Cultural and Archaeological Sites**

Policy #18 states:

Local government shall provide protection to historical, cultural and archaeological sites and shall continue to refrain from widespread dissemination of site-specific information about identified archaeological sites.

- I. This strategy shall be implemented by requiring review of all development proposals involving a cultural, archaeological or historical site, to determine whether the project as proposed would protect the cultural, archaeological and historical values of the site.
- II. The development proposal, when submitted shall include a Site Plan Application, showing, at a minimum, all areas proposed for excavation, clearing and construction . . .

Ordinance, p. III-416.

The application materials include a site plan showing areas where off-bottom oyster cultivation are proposed to occur. No excavation or clearing is proposed.

Several historical communities settled along and used Coos Bay. The primary historic resource anticipated in intertidal habitats is fish weirs. Historic fish weirs can be well preserved and large scale features that supported the seasonal harvest of salmon and other fish. Estuarine weirs and traps in Cascadia were constructed along the margins of estuaries rather than across entire channel with fences of stakes constructed across the mouth of smaller tidal channels (Tveskov and Erlandson 2003). Clausen Oysters has sited its proposed aquaculture areas away from known fish weir sites in Coos Bay, and in areas where fish weirs are less likely to be found because they are more than 100 feet from historic channels and estuary margins that are likely to contain these features. The proposed project involves the installation of PVC and metal stakes into the seabed to support aquaculture infrastructure. Sediment disturbance will be minimal, and stakes will be installed and removed using hand tools. Nonetheless, Clausen Oysters has engaged an archaeologist to review of State Historic Preservation Officer's online database of archaeological information Oregon Archeological Records Remote Access (OARRA). Clausen staff will be trained to help them identify fish weirs and if these are encountered stakes or gear will be placed in a way that avoids affecting fish weir stakes. This may include moving oyster culture stakes away from fish weir stakes or relocating lines. Clausen Oysters will also use an Inadvertent Discovery Plan (IDP) that outlines steps Clausen Oysters will take in the event of the discovery of cultural resources that have not been previously identified. Clausen Oysters key staff will receive training from a qualified archaeologist regarding characteristics of resources that may be encountered in intertidal settings and to ensure they understand the protocol should previously unknown cultural resources be discovered during the proposed

project. It is anticipated that prehistoric cultural resources consistent with intertidal activities including fish traps and shell middens may be present in the intertidal areas of Coos Bay.

### 3.0 CONCLUSION

Clausen Oysters' proposal to cultivate oysters using off-bottom cultivation techniques within 40 acres of their existing farming operation is an allowed use in the 13A-NA and 15-NA zoning districts pursuant to an administrative conditional use permit. The proposal incorporates conservation measures developed by expert resource agencies to avoid and minimize potential negative environmental interactions, and it complies with the general and special conditions in these zoning districts. The proposal is consistent with the resource capabilities of the area, and the area's resources can assimilate the proposal and its effects and continue to function in a manner to protect significant wildlife habitats, natural biological productivity, and values for scientific research and education.

### 4.0 REFERENCES

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TAXLOT MAP AND PARCEL INFORMATION



Figure 1: S1 Vicinity Proposed Conversion Areas

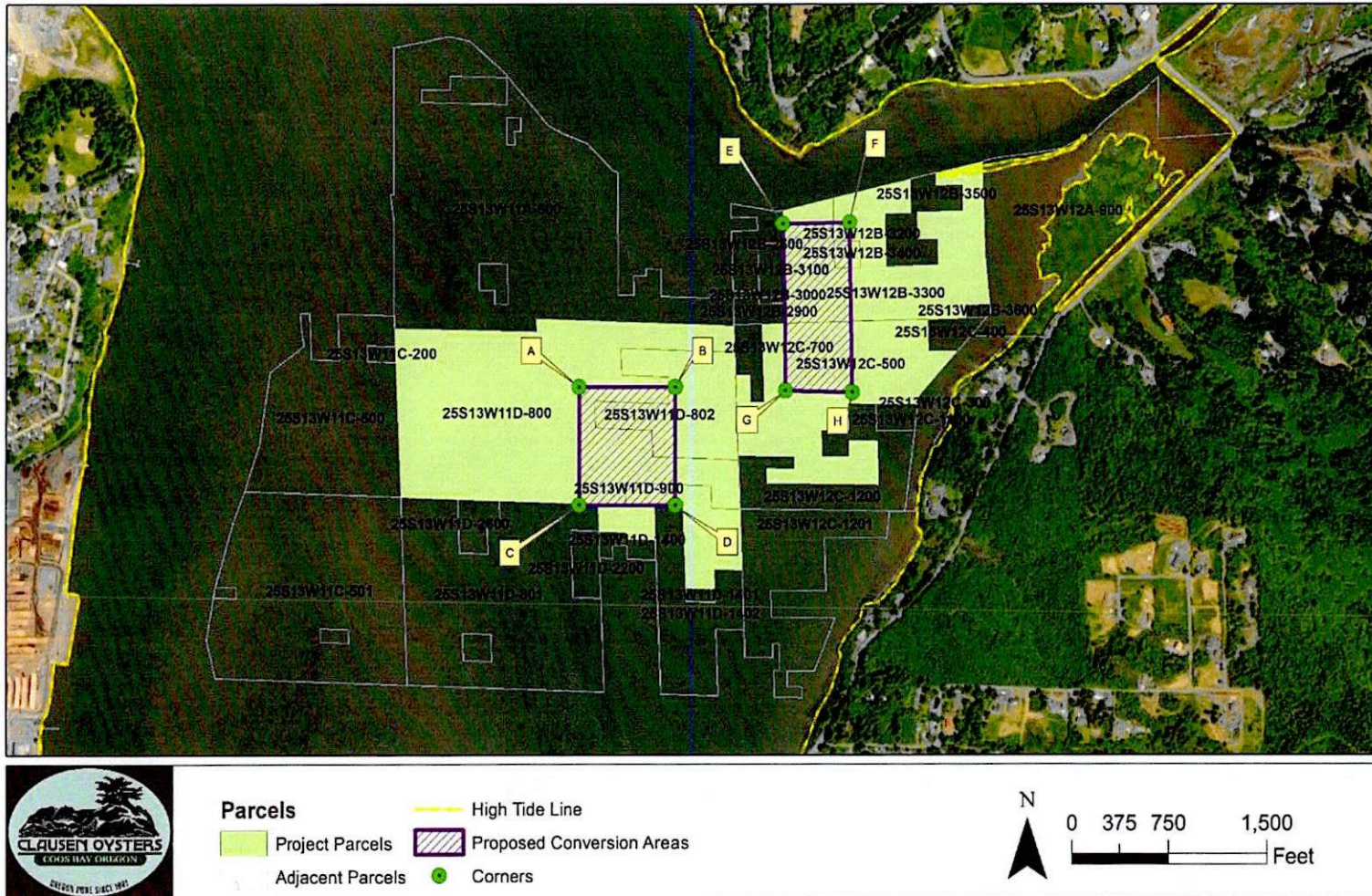


Figure 2: S7/Kentuck Vicinity Proposed Conversion Areas

Attachment: Clausen Oysters - Off Bottom Conversion: Parcel Ownership

Taxpayer ID	Parcel ID	Map Number	Parcel_No	Property Owner	Street	City	State	Zip	ACRES	Lessee	Project Area
7164090	24S13W34C TL0040100	24S13W34C	401	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	37.00	CLAUSEN OYSTERS	Project Parcel
7164000	24S13W34C TL0040100	24S13W34C	401	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164591	24S13W34C TL0090000	24S13W34C	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164501	24S13W34C TL0090000	24S13W34C	900	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	65.13	CLAUSEN OYSTERS	Project Parcel
7155800	24S13W34 DTL020000 0	24S13W34D	2000	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	2.47	CLAUSEN OYSTERS	Project Parcel
99916852	24S13W34 DTL020020 0	24S13W34D	2002	COOS COUNTY	250 N BAXTER	COQUILLE	OR	97423	1.00	CLAUSEN OYSTERS	Project Parcel
7164502	24S13W34C TL0090100	24S13W34C	901	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	14.33	CLAUSEN OYSTERS	Project Parcel
7164503	24S13W34C TL0090200	24S13W34C	902	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	10.25	CLAUSEN OYSTERS	Project Parcel
99916851	24S13W34 DTL020010 0	24S13W34D	2001	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	31.00	CLAUSEN OYSTERS	Project Parcel

**Attachment: Clausen Oysters - Off Bottom Conversion: Parcel Ownership**

Taxpayer ID	Parcel ID	Map Number	Parcel_No	Property Owner	Street	City	State	Zip	ACRES	Lessee	Project Area
99916853	25S13W11 DTL008000 0	25S13W11D	800	OREGON INTERNATIONAL PORT OF COOS BAY	PO BOX 1215	COOS BAY	OR	97420	29.50	CLAUSEN OYSTERS	Project Parcel

Clausen Oysters, LLC

Date: April 3, 2019

Between: Oregon International Port of Coos Bay ("Landlord")  
P.O. Box 1215  
Coos Bay, Oregon 97420

And: Clausen Oysters, LLC ("Tenant")  
Patrick Glennon  
66234 North Bay Drive  
North Bend, Oregon 97459

**1. Legal Description of Leased Property**

Landlord leased to Tenant approximately 120 acres of upper bay tidelands as follows:

**LEASED PROPERTY DESCRIPTION:**

Lots 14-16, 24-26, 27 (South half), 60-65, 67 (South half), 71-79, 105 (East 3/8 only), 106, 107, 108 (West half), 109-121, 123-126, 135, 137, 140, 156-161, 163 (North half), 164-170, 199 (West half, and North half of the North half), 200 (East half), 201, 202, 203 (North half, and North half of South half), 205-214, 217-220, 222-226, 249, 250, 251, 252 (South half), 253 (South half), 254, 256 (South half), 257, 258, 260 (East half and East half of West half), 261-263, 264 (North half), 266-268, 270, 273, and 274 in Silver Point Oyster Bed Plan No. 7, and in Sections 11 and 12, Township 25 South, Range 13 West Willamette Meridian, and containing 93 acres, more or less.

**Silver Point Oyster Bed Plat No. 8**

Lots 14, 15, 17, 18, 29, 30, 32 (North half of the North half), 33 (Southeast quarter or the Southeast quarter), 61, 62, 64, 65 (North half of the North half), 70-72, 77, 107, 108, 111 (South half), 116 (West half of the West half), 117 (South half), 118, 121, 122, 151, 152, 155, 157 (North half of East half), 158 (North half), 159, 199-201, 233 (West half of West half of South half), and 277 (North half), in Silver Point Oyster Bed Plat Number 8, in Sections 12, 13 and 14, Township 25 South, Range 13 West Willamette Meridian, and containing 27 acres, more or less.

**2. Term of Lease**

2.1 The term of this Lease shall commence April 15, 2019 and continue through October 31, 2022 unless sooner terminated as hereinafter provided.

2.2 **Renewal Option.** If the lease is not in default when each option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for four (4) successive terms of five (5) years each.

2.2.1 Each of the renewal terms shall commence on the day following expiration of the proceeding term.

2.2.2 The option may be exercised by written notice to Landlord given not less than 60 days before the last day of the expiring term. Landlord has the option to provide 90 days written notice to tenant prior to each renewal period termination. Termination will not unreasonably be requested.

Clausen Oysters, LLC

2.2.3 The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease that has been exercised.

**3. Condition of Property at Termination**

At the termination of this Lease, the Property shall be returned to the Landlord in the same condition as the commencement of this Lease.

**4. Rent**

**4.1 Base Rent.** During the original term, Tenant shall pay to Landlord as base rent the sum of \$1,940.46 per year.

**4.2 Rental Adjustment.** The base rental rate will be increased by 20% beginning in years three (3), six (6) and nine (9) of this Lease Agreement. Such base rent adjustments shall be in effect beginning November 1, 2022, November 1, 2025, and November 1, 2028.

**4.3 Additional Rent.** All 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 Landlord or third parties shall be additional rent.

**4.4 Escalation.** Beginning on July 1<sup>st</sup> of each subsequent year, the rent will be increased by the percentage of increase for the prior 12-month period of the U.S. City average Consumer Price Index (CPI) for all Urban Consumers based on the unadjusted May CPI rate, as published by the Bureau of Labor Statistics of the United States Department of Labor. However, in no event shall the base rent be reduced below the amount of base rent for the existing year.

**5. Use of the Premises**

**5.1 Permitted Use.** The Premises shall be used for planting, raising and harvesting of oysters and related purposes and for no other purpose without the prior written consent of Landlord, which consent shall not be withheld unreasonably. Should Tenant request an additional use(s) not included in this lease, Landlord will have the right to reenter negotiations of lease terms.

**5.2 Restrictions on Use.**

**5.2.1** Tenant shall maintain the property in compliance with all Federal, State and other governmental laws, regulations, and directives.

**5.2.2** Tenant shall refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

**5.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 5.1.. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous*

**Clausen Oysters, LLC**

*Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

5.3.1 Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Tenant's use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the Property because of Tenant's specific use, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, Hazardous Materials as defined in Section 5.3.4 below, waste disposal, air emissions, and other environmental matters, and all zoning and other land use matters.

5.3.2 Tenant shall not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Property by Tenant, Tenant's agents, employees, contractors, or invitees without the prior written consent of Landlord, which shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's reasonable satisfaction such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the Property.

5.3.3 Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Property, damages for the loss or restriction on use or rent of the Property, damages arising from any adverse impact on marketing of the Property, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) that arise during or after the lease term due to contamination by Hazardous Materials as a result of Tenant's use or activities or of Tenant's agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present on the property or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Tenant or Tenant's agents or contractor results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the release of any such Hazardous Material onto the Property, provided that Landlord's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the Property. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

5.3.4 As used in this Lease, the term *Hazardous Material* means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

**6. Indemnity; Liability Insurance**

6.1 Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or relating to any activity of Tenant on the Property.

6.2 Tenant shall procure, and during the term of this Lease shall continue to carry, public liability and property damage insurance, naming Landlord as an additional insured, with liability limits of not less than \$1,000,000.00 for injury to persons or property in one occurrence. Such insurance shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord before any change or cancellation shall be furnished to Landlord. Tenant shall be responsible to

**Clausen Oysters, LLC**

Landlord and shall reimburse and hold Landlord harmless from any bodily injury or property damage not covered by insurance.

**7. Taxes; Utilities**

**7.1 Property Taxes.** Tenant shall pay as due all real property taxes levied against the Premises. In the event that the land subject to this lease or any improvements or products thereon are taxable or subject to any payment or assessment in lieu of taxes, Tenant shall pay such tax or assessment. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of section 7.1.

**7.3 Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

**7.4 Payment of Utility Charges.** Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises.

**8. Liens.** Tenant shall pay when due all claims for work done on the Property, and for services rendered or material furnished to Tenant to raise oysters on the Property; and Tenant shall keep the Property and the oyster crops free of any liens arising out of the failure to pay such claims or arising out of any other activity of Tenant. If the Property, improvements, or oyster crops are subjected to any lien because of the activities of the Tenant, and a lien is not discharged within 10 days, Landlord may discharge the lien, and recover the cost from Tenant on demand, plus interest at the rate of 12% per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default. If tenant in good faith elects to contest the lien, then Tenant shall, on Landlord's written request, deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord, to discharge the lien plus costs and interest.

**9. Damage and Destruction.**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**9.2 Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's control.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the Tenant.



**Clausen Oysters, LLC**

**9.4 Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord.

**10. Default; Remedies**

**10.1** The following shall be events of default:

(a) Failure to pay the rent when due.

(b) Failure of Tenant to comply with any other term or condition, or fulfill any other obligation of the lease within 30 days after written notice by Landlord 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 10-day period, this provision shall be complied with if Tenant begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible.

(c) Abandonment by the Tenant of the Property.

**10.2** In the event of default, Landlord shall have the right to re-enter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Such right shall be cumulative and in addition to all other remedies available to Landlord under applicable law.

**11. Landlord's Right of Entry**

Landlord may go on the Property at any time to inspect or show the Property, provided Landlord gives reasonable prior notice to Tenant, and enters in a reasonable manner that does not harm the growing oysters or interfere with Tenant's aquaculture activities.

**12. Assignment and Sublease**

Tenant may not assign this lease and may not sublease all or any part of the Property without Landlord's prior written consent. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of the majority of voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole and arbitrary discretion.

**13. Successor Interests**

Subject to the limitation on assignment by Tenant, this Lease shall be binding on and inure to the benefit of the parties, their successors, and assigns.

**14. Nonwaiver**

Failure by either party at any time to require performance by the other of this Lease shall in no way affect that party's right to enforce any Lease provisions; nor shall any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**15. Notices**

Any notice under this Lease shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

Clausen Oysters, LLC

**16. Quitting Property at End of Lease**

Tenant shall peaceably surrender, quit, and give up the Property at the termination or earlier expiration of this lease.

**17. Attorney Fees**

If litigation is instituted arising directly or indirectly out of this Lease, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal therefrom.

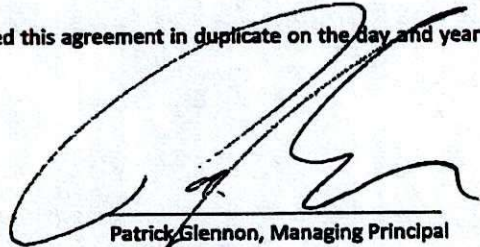
**18. Representations and Warranties**

Tenant accepts the Property, improvements, and the personal property, if any, included in this Lease in their present condition AS IS, without any representation or warranties, express or implied, except as otherwise set forth in this Lease. It is understood and agreed that Landlord makes no guarantee or representation regarding this production or carrying capacity of the Property, that Tenant has inspected the Property, and that Tenant has made his or her own determination of the value of the Property.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and year first above written.



John Burns, Chief Executive Officer  
Oregon International Port of Coos Bay



Patrick Glennon, Managing Principal  
Clausen Oysters, LLC

## LEASE AGREEMENT

This lease is made and executed on the date last shown below by and between Coos County, a political subdivision of the State of Oregon, herein referred to as "Lessor", and Clausen Oysters, herein referred to as "Lessee".

WHEREAS, the Lessor and Lessee are parties to two (2) existing lease agreements dated April 1, 1982 and November 23, 1988 and originally recorded in the Deed Records of Coos County at 82-2-1313 and 88-11-1688; and,

WHEREAS, the terms of the original leases have been amended, modified and renewed by the parties from time to time and remain in full force and effect; and,

WHEREAS, the parties desire to renew the existing leases, to amend the terms of the leases, and to consolidate the multiple existing leases into a single lease document; and,

WHEREAS, it is the intention of the parties to cancel the existing leases and replace them with this lease, and that such cancellation and replacement shall not be considered a "termination" of the existing leases as that term is used in the existing leases;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

### 1. DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting aquaculture operations and for no other purpose, those certain premises situated in Coos County, State of Oregon, and more particularly described in the schedule attached herein as "Exhibit A" and made a part hereof. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the lease thereof.

### 2. TERM

The term of this lease shall be for four years commencing on July 1, 2009 and ending June 30, 2013.

### 3. RENT

The rent for the demised premises shall be \$14.31 per acre per year, payable by no later than June 30 for the next fiscal year period. At the end of each year of this lease, the annual rent shall be increased or decreased by the percentage of increase or decrease of the U.S. City Average Consumer Price Index for All Urban Consumers for the year ending March 31. Rent payments shall be made at the office of the Board of County Commissioners at Lessor's address as stated below.

#### 4. ROYALTIES

There are no royalty payments required under this lease. In the event that royalty payments are required in the future, such payments shall be in addition to the rent specified above and upon such terms as are set by this agreement.

#### 5. INDEMNIFICATION

Lessee hereby agrees to defend, indemnify and save harmless Lessor, its elected officials, employees, agents, and volunteers against any and all loss, damage, liability, claims, demands, or costs resulting from injury or harm to persons or property (including, without limitation, Lessee's employees or property) to the extent arising out of or in any way connected with Lessee's negligent performance hereof. Lessee's activities shall be deemed to include those of its contractors and subcontractors.

In addition, Lessee will further indemnify the Lessor against any or all claims arising out of any injury to person or property caused by any interference by the Lessee with the public's traditional rights of navigation or other legal privileges enjoyed by third parties in, around and off the leased property.

The Lessee shall, at its own expense and cost, defend any such action or claim made or brought against Lessor by reason of the Lessee's operation on or off the Lessor's property and shall pay any and all amount which may be recovered therein against the Lessor by reason of any such claim or cause or action.

#### 6. INSURANCE

During the term of this lease the Lessee shall, at its own expense, purchase and at all times maintain:

General commercial liability insurance policy of the type and limits set forth in County Rule (CR) 10.547(2), which may be amended or renumbered from time to time by the County at its sole discretion. The requirements currently in effect are set forth in Exhibit "B" for reference purposes only.

#### 7. TAXES

Lessee is responsible for payment of all taxes which may be assessed against the premises by reason of Lessee's use thereof. This lease shall automatically terminate upon Lessee's failure to pay all taxes when due.

#### 8. NOTICES

Any notice under this lease agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail registered or certified, addressed to the parties at the

address stated below or such other address as either party may designate by written notice to the other:

LESSOR  
Coos County  
c/o County Land Agent  
250 North Baxter Street  
Coquille, OR 97423

LESSEE  
Clausen Oysters  
93488 Promise Lane  
Coos Bay, OR 97420

9. ACCEPTANCE OF PREMISES; NO WARRANTY OF TITLE

Lessee represents that Lessee has inspected and examined the premises and accepts them in their present condition. Lessee is solely responsible for satisfying the requirements of all statutes, ordinances or regulations applicable to the intended use of the premises, and is solely responsible for acquiring any necessary permits.

Lessor makes no representation concerning the suitability of the demised premises for the intended uses, and makes no representations concerning the permissibility of such uses under prevailing federal, state and local regulations and laws.

Lessor makes no representation or warranty whatsoever with respect to its title to the lands leased hereby and Lessee shall be solely responsible for satisfying itself with respect to the ownership of such lands. This lease is granted subject to all rights of third parties created by any licenses, franchises, easements or other encumbrances of record.

10. ASSIGNMENT OR SUBLEASING

This lease shall not be sold or assigned, either voluntarily or by operation of law, and neither the premises, nor any portion thereof, shall be sub-leased. Any changes in ownership of rights in the leased premises will require renegotiation of this lease.

11. COMPLIANCE WITH THE LAW

The Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.

12. WAIVER

Any waiver by the Lessor of any covenant or condition herein shall not vitiate the same or any other covenant or condition herein, and the terms and conditions contained shall apply and bind the parties regardless of oral representation.

Lessor will not be estopped to enforce any of the provisions of this lease agreement by reason of acts on the part of any officer or employee of the Lessor. There shall be no waiver of the Lessor's rights under this lease agreement except by an express

act of the Board of Commissioners made by motion or resolution and duly passed at a regular, special or emergency meeting.

### 13. DUTY TO DEVELOP PREMISES

Lessee shall diligently stock, maintain and operate said premises for the production of oysters in commercial quantities. For purposes of this Section, lands which have been harvested shall be considered to be in production if they are reseeded within one (1) year following harvesting. If Lessee fails to stock and operate the demised premises within the time periods specified above, or if Lessee thereafter ceases to cultivate the premises in accordance with the above requirements for a period of six (6) months, then and in that event Lessee shall be in breach of this lease agreement.

In determining whether the premises have been developed according to the requirements specified above, Lessor shall disregard lands which are unproductive by reason of restrictions by governmental health authorities, the unavailability of seed, infestation by pest or disease, unsuitability of soil or zoning restrictions. In making this determination, Lessor shall also disregard any portion of the premises which is not contiguous with the main portion of the premises and is of such a small size that cultivation of that portion would not be commercially feasible.

### 14. REDELIVERY OF PREMISES

At the expiration of the term of this lease, unless this lease is sooner terminated on account of the acts or omissions of the Lessee, Lessee shall promptly surrender possession of the demised premises in as good a condition as the demised premises were in at the time Lessee took possession of the same.

### 15. OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this lease for additional four-year terms; however, this lease shall not be extended more than ninety-nine (99) years beyond the date of the execution of the original lease(s) referenced in the recitals section above.

The renewal of this lease shall be subject to and on all of the terms and conditions herein contained (except for the amount of the royalties and the annual rent which shall be set in accordance with Section 16 below). This option must be exercised by the giving to Lessor, not less than thirty (30) days prior to the expiration of the current term of the lease, a written notice of the exercise thereof by Lessee, but Lessee shall in no event be entitled to renew the term hereof, even though such notice be timely given, unless Lessee shall have timely performed all of its obligations hereunder, and shall not be in default in the performance of any thereof, on the date of the expiration of the current term of this lease.

## 16. RENEWAL RENT AND ROYALTIES

A. NOTICE OF RENEWAL RATES: Not more than 180 days, nor less than 150 days prior to the expiration of any four-year lease term, Lessor shall notify Lessee of its intent to modify the rent or royalty payments required by sections 3 and 4 of this lease agreement. Upon providing notice to the Lessee, the parties may meet and discuss the proposed rate. Not more than 120 days, nor more than 90 days prior to the expiration of any four-year lease term, Lessor shall notify Lessee of its final determination regarding the rent or royalty payments that will be imposed for the succeeding four-year term. Any modification to the rent or royalty payments required by sections 3 and 4 of this lease agreement shall be reasonable and established in good faith.

B. APPEAL OF RENEWAL RATES: It is mutually covenanted and agreed that in case of controversy or if disagreement shall arise between the parties, relative to the Lessor's final determination regarding the rent or royalty payments that will be imposed for the succeeding four-year term, then such controversy or disagreement shall be determined by arbitration in the manner set forth in Section 19 of this lease agreement. The Lessee's right to arbitration shall be its exclusive remedy for disputing the rent and/or royalty modification, and the scope of the arbitrator's review shall be limited to determining whether the modification was reasonable and established in good faith.

## 17. LESSOR'S REMEDIES CUMULATIVE

All remedies herein before conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

## 18. TERMINATION

A. FAILURE TO MAKE PAYMENTS: In the event Lessee shall fail to make any payment called for pursuant to sections 3 or 4 of the agreement when due, Lessor shall give written notice of such failure to Lessee and if Lessee shall not correct such failure within thirty (30) days after its receipt of such notice Lessor may, at its option, terminate this lease and all rights and interest of Lessee hereunder by thirty (30) days' notice in writing to Lessee.

B. FAILURE TO DEVELOP PREMISES: In the event Lessee shall fail to meet its development obligations set forth in section 13 of this agreement Lessor may, at its option, terminate this lease and all rights and interest of Lessee hereunder by thirty (30) days' notice in writing to Lessee.

C. FAILURE BY LESSEE TO PERFORM OTHER OBLIGATIONS: In the event Lessee shall fail to perform any obligation hereunder, except as provided in subsections A and B of this section, Lessor shall give written notice of such failure to Lessee and if Lessee shall not correct such failure within thirty (30) days after its receipt of such notice, Lessor may, at its option, terminate this lease and all rights and interest of Lessee hereunder by thirty (30) days' notice in writing to Lessee.

D. APPEAL OF LESSOR'S DECISION TO TERMINATE: It is mutually covenanted and agreed that in case of controversy or if disagreement shall arise between the parties, relative to the Lessor's decision to terminate the lease pursuant to subsections A, B, or C of this section, then such controversy or disagreement shall be determined by arbitration in the manner set forth in Section 19 of this lease agreement. The Lessee's right to arbitration shall be its exclusive remedy for termination pursuant to subsections A, B, or C of this section, and the scope of the arbitrator's review shall be limited to determining whether such breach occurred.

E. EFFECT OF TERMINATION: Lessee shall, within one hundred and twenty (120) days after the termination of the lease, remove all oysters, spat and seed remaining upon said premises. All oysters, spat and seed remaining upon said premises after one hundred and twenty (120) days from the termination of this lease shall be and become the property of the Lessor. No prepaid rent or royalties paid by Lessee under this lease agreement shall be refunded to Lessee in the event of termination of the lease pursuant to subsections A, B, or C of this section. All rents paid by Lessee shall be forfeited to Lessor as liquidated damages upon such termination. The one hundred and twenty (120) day time period shall be automatically tolled upon the initiation of arbitration proceedings pursuant to subsection D of this section and shall immediately resume on the date of an arbitration decision upholding the termination.

F. TERMINATION UPON FOUR-YEAR NOTICE: In addition to the other methods of termination described elsewhere in this lease, this lease may be terminated at will by either party provided that notice is given at least four (4) years prior to such termination. Once such notice of termination has been given, it cannot be revoked without the express written consent of the other party to this lease agreement.

G. TERMINATION UPON THIRTY DAY NOTICE:

(1) Lessor may, in its discretion, terminate this agreement upon thirty (30) days' notice to Lessee, but shall compensate Lessee for all actual damages incurred by Lessee as a result of Lessor's failure to give four (4) years' notice, as determined by the parties if they agree in writing.

(2) If the parties are unable to agree in writing within thirty (30) days of the notice of termination provided by Lessor, then either party may declare an impasse to the negotiation for damages. Within seven (7) days of the declaration of impasse by either party, the Lessee shall provide the Lessor with its final written demand for damages, together with any supporting



documentation used to calculate the demanded damages. Within twenty-one (21) days of receiving the Lessee's final demand, the Lessor shall provide the lessee with its final determination of damages, together with any supporting documentation used to calculate the determined damages and a check in the amount of the determined damages.

(3) It is mutually covenanted and agreed that in case of controversy or if disagreement shall arise between the parties, relative to the Lessor's final determination of damages incurred by Lessee as a result of Lessor's failure to give four (4) years' notice, then such controversy or disagreement shall be determined by arbitration in the manner set forth in Section 19 of this lease agreement. The scope of the arbitrator's review shall be limited to determining the actual damages incurred by Lessee as a result of Lessor's failure to give four (4) years' notice prior to termination, and the only evidence that may be considered by the arbitrator shall be the supporting documentation provided by each party to the other pursuant to Section 18(G) (2).

19. ARBITRATION

In the event that either party is authorized or required to pursue arbitration under this agreement, that party may, within thirty (30) days after receiving notice of the final determination, demand arbitration pursuant to ORS 36.600 to 36.740 (2003 Edition). The expense of any such arbitration including reasonable compensation for the arbitrator, shall be paid by the party against which the award shall be made, unless otherwise provided in the award of the arbitrator. All matters pertaining to this arbitration shall take place in the State of Oregon.

LESSEE

Mary Clausen  
Lilli Clausen  
Name

Co-owner  
Title

Mail tax statements to:

93488 Promise Lane  
Address

Coos Bay OR 97420  
City, State, ZIP

267-3704, 756-3600  
Phone

Date 6-30-09

LESSOR, COOS COUNTY  
BOARD OF COMMISSIONERS

Walter White  
Chair

Robert Bair  
Commissioner

[Signature]  
Commissioner

Coos County Courthouse  
250 N. Baxter  
Coquille, OR 97423  
541-396-3121, ext. 225

Date 7-16-09

**Clausen Oysters  
Exhibit A**

<u>Legal</u>	<u>Acct. No.</u>	<u>Oyster Bed</u>	<u>Lot Numbers</u>	<u>Acres</u>
24-13-34C-900	71645.01	S. Point 1	152;153;160;161;162;163; 164;170;171;172;173	9.50
24-13-34C-900	71645.91	S. Point 1	Split Code	1.38
24-13-34C-901	71645.02	S. Point 1	151 exc. SE ¼	.75
24-13-34C-902	71645.03	S. Point 1	147;154;159	.63
<b>24-13-34D-2000</b>	<b>71575.00</b>	<b>S. Point 1</b>	<b>81;90;91;92;95;96;97;98; 101;102;103;104;105;106; 107;108;109;110;111;112; W ½ 113;114;115;116;117; 118;123;124;125;126;127; 128;129;136;137;138;139</b>	<b>37.00</b>
<b>24-13-34D-2001</b>	<b>71575.02</b>	<b>S. Point 1</b>	<b>82</b>	<b>1.00</b>
<b>24-13-34D-2002</b>	<b>71575.03</b>	<b>S. Point 1</b>	<b>93;94</b>	<b>1.00</b>
24-13-34D-2600	71559.00	S. Point 1	69;70	1.12
24-13-35A-200	1861.00	S. Point 1	N/A	21.70
24-13-35 -200	1861.02	S. Point 1	N/A	15.87
25-13-11A-500	72355.00	S. Point 7	323;324;S ½ 325	2.50
25-13-11A-600	72205.00	S. Point 7	173;174;175;176;177;178;179; 180;181;182;183;184;191;192; 193;W ½ & N ½ of NE ¼ 194; 195;196;197;198;SE ¼ & S ½ of NE ¼ L199;W ½ 200;227;228;229; 230;N ½ 231;232;233;234;241;242; 244;245;246;247;248;275;276;277; 278;279;280;281;282;283;284;285; 286;287;294;295;296;297;298;299; 300;301;302;303;304 exc. W ½, NW ¼;305;306;307;308;317;318;319; 320;N ½& SE ¼ L321;322;N ½ 325; 326;335;336;337;338	70.75

<u>Legal</u>	<u>Acct. No.</u>	<u>Oyster Bed</u>	<u>Lot Numbers</u>	<u>Acres</u>
25-13-11A-700	72336.00	S. Point 7	W ½ of NW ¼ 304;SW ¼ 321	.38
25-13-11A-1000	72284.01	S. Point 7	N ½ 252;271;272	2.00
25-13-11A-1400	72226.01	S. Point 7	NW ¼ & N ½ NE ¼ L194	.38
25-13-11B-400	72343.01	S. Point 7	NW ¼ Lot 311	.25
25-13-11B-500	72217.00	S. Point 7	185;186;187;188;189;190;235; 236;237;238;239;240;288;289; 290;291;292;293;309;310; E ½ & SW ¼ 311;312;313;314;315; 316;327;328;329;330;331; 332;333;334	30.50
25-13-11C-500	72033.00	S. Point 7	1;2;3;4;5;41;42;43;44;45;46;47; 48;49;50;87;88;89;90;91;92;93; 94;95;136;138;139;141;142	27.75
25-13-11C-501	72371.00 & 72371.90	S. Point 8	1;2;3;4;5;6;41;42;43;44;45;46;47; 48;49;50;51;52;53;86;87;88;89;90 91;N ½ L92;93;94;95;96;97;98;99; 130;131;S ½ 132;133;134;135;136; 137;138;139;140;141;142;143	45.47
25-13-11D-800	72038.00	S. Point 7	6;7;8;9;10;11;12;13;17;29;30;31; 32;33;34;35;36;37;38;39;40;51;52; 53;54;55;56;57;58;59;80;81;82;83; 84;85;86;96;97;98;99;100;101;102; 103;104;W 5/8 105;127;128;129;130; 131;132;133;134;143;144;145;146; 147;148;149;150;151;152;153;154	65.13
25-13-11D-801	72377.00 & 72377.90	S. Point 8	7;8;E ½ 10;11;12;13;35;36;37;39; 40;54;55;56;57;58;59;S ½ 79;80;81; 82;83;84;85;100;101;102;103;104; 105;106;123;124;125;126;128;129; 144;145;146;147;148;149;150	42.30
25-13-12B-2700	72285.00	S. Point 7	N ½ 253	.50
25-13-12B-2900	72203.01	S. Point 7	S 5/8 171;172	1.63
25-13-12B-3000	72203.00	S. Point 7	N 3/8 171	.33

<u>Legal</u>	<u>Acct. No.</u>	<u>Oyster Bed</u>	<u>Lot Numbers</u>	<u>Acres</u>
25-13-12B-3200	72287.00	S. Point 7	255; N ½ 256;269	2.47
25-13-12B-3400	72250.00	S. Point 7	218	1.00
25-13-12B-3500	72247.00	S. Point 7	215;216;259;W ¼ 260;S ½ 264;265	5.57
25-13-12B-3600	72195.00	S. Point 7	S ½ 163	.38
25-13-12C-400	72194.00	S. Point 7	162	1.25
25-13-12C-700	72140.00	S. Point 7	122;155;E ½ 108	2.50
25-13-12C-1200	72050.00	S. Point 7	18;19;20;21;22;23;N ½ 27;28;66; N ½ 67;68;70	9.80
25-13-14A-1200	72531.00	S. Point 8	166;167;168;169;170;171;172;187; 188;189;190;191;192;193;207;208; 209;210;211;212;213;226;227;228; 229;230;231;232;NW ¼ & the E ½ of SW ¼ & the SE ¼ of 233;244; 245;246;247;248;249;250;251; 263;264;265;266;267;268;269;270; 282;283;284;285;286;287;288;289; 297;298;299;300;301;302;303;304; 318;319;320;321;322;323;324;325; 328;329;330;331;332	81.69
25-13-14B-400	72543.00	S. Point 8	E ½ 173;174;175;176;177;178;179; 180;181;182;183;W ½ 184;185;186; 214;215;216;217;218;219;220;221; 222;223;224;225;252;253;254;255; 256;257;258;259;260;261;262;290; 291;292;293;294;295;296;326;327	43.25
<b>Total</b>				<b>527.73</b>

## Exhibit "B"

1. Lessee shall not commence work under this lease until they have furnished Coos County with satisfactory proof of the coverage of insurance as specified below:
  - a. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include, but is not limited to the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), U (underground), broad form property damage including fire fighting expense which is also known as "loggers' broad form," personal injury. All coverage shall be on an occurrence basis and not on a claim made basis."
  - b. Excess/Umbrella Liability coverage as follows:
    - i. An excess/umbrella liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements.
    - ii. All excess/umbrella liability coverage shall be on an occurrence basis and not on a claims made basis.
2. The following inclusions to Lessee's certificate of insurance shall be made:
  - a. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 11/8."
  - b. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County
  - c. The General Liability Coverage and Automobile Liability, if required, shall include endorsements for additional insured, naming "COOS COUNTY, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.
  - d. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.
  - e. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.
  - f. The insurance shall provide a 30 day notice of cancellation or material change.
  - g. The insurance certificate should have the wording modified to remove or strike out the words, "endeavor to".





other Ownership  
 Clausen Oysters

SEE MAP 24 13 35C

SEE MAP 13 11 308

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