

TYPE II APPLICATION (LAND USE) -- 2021

File #: MISC 221-0001

TYPES – PLEASE CHECK ONE:

- Design review
- Tentative Plan for Partition
- Tentative Plan for Subdivision
- Type II Major Modification
- Variance
- Other: (Explain) _____

APPLICANT INFORMATION:

APPLICANT: Brian Williamson
 ADDRESS: 105 Parkview Drive, Newberg, OR 97132
 EMAIL ADDRESS: brian@wantcpa.com
 PHONE: 503-538-5023 MOBILE: 503-572-1250 FAX: 503-538-0859
 OWNER (if different from above): Balding Buffalo LLC PHONE: _____
 ADDRESS: 22007 SW Scholls Sherwood Rd., Sherwood, OR 97140
 ENGINEER/SURVEYOR: _____ PHONE: _____
 ADDRESS: _____

GENERAL INFORMATION:

PROJECT NAME: Want CPA PROJECT LOCATION: 105 N Main St., Newberg, OR
 PROJECT VALUATION: \$300,000
 PROJECT DESCRIPTION/USE: Refurbish property to use as a CPA office
 MAP/TAX LOT NO. (i.e. 3200AB-400): 3219AB05400 and 05500 ZONE: C3 SITE SIZE: 0.38 SQ. FT. ACRE
 COMP PLAN DESIGNATION: _____ TOPOGRAPHY: _____
 CURRENT USE: Anvil Academy, ITE Trip Code 879 Arts and Craft Store (onsite educational classes)
 SURROUNDING USES:
 NORTH: Convenience Store SOUTH: Welding Shop
 EAST: Coffee Shop WEST: Restaurant

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

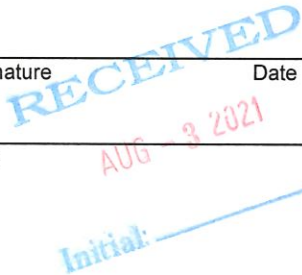
Design Reviewp. 12
 Partition Tentative Platp. 14
 Subdivision Tentative Platp. 17
 Variance Checklistp. 20

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Brian Williamson 8/2/21
 Applicant Signature Date
 Brian Williamson
 Print Name

 Owner Signature Date

 Print Name



Attachments: General Information, Fee Schedule, Criteria, Checklists

Project Narrative

July 13, 2021

City of Newberg
Community Development
P.O. Box 970
Newberg, OR 97132

RE: 105 N Main Street, Newberg OR 97132

Want & Emery, CPA's who owns the building at 105 N Main Street in Newberg, would like to renovate the building to meet their needs. Because the improvements will exceed 25 percent of the assessed valuation of the existing structure, it has been determined that a Type II Design review will be required. A pre-application conference was held on 5/19/21 with the City reference number PRE21-0014. The applicable criteria was identified by the City staff. Following is our response to that criterion.

1. Design Compatibility.

The proposed improvements will be compatible with the current zoning and the Old Mill District that is in the beginning stages of development for the area. The steps of the multi-tiered parapet will be reduced to a more aesthetically pleasing proportion and a new metal trellis/tower will be constructed to identify the main entry which will be located at the corner of the two major road frontages. It is belief that the colors and materials that have been chosen will fit within the property zoning with the use of red brick and gray painted corrugated metal panels, along with some painted fiber cement board & batt at the tower. Bronzed aluminum storefront windows will be placed to break up the façade. New landscape areas will be provided at the Main Street frontage. The existing crumbling sidewalk will be replaced with new accessible sidewalks and curbs. As part of this project, streetlights will be added to meet the City's current standards. The exterior of the building will be lighted as well, providing a pleasant view of the building façade in the nighttime hours.

2. Parking and On-Site Circulation.

Since this property is within the downtown jurisdiction, off-street parking is not required. To meet the needs of the proposed building occupant, 15 parking spaces are provided, including 1 handicap accessible space. The parking spaces will be constructed in accordance with City standards. The existing site has numerous driveway access points from N Main Street. One of the access points will be removed and one narrowed. A second access is proposed at N Main Street that is a one-way in and is farther away from the intersection of N Main and 1st Street. The access from 1st Street will be reduced in width to be the same width as the Alley.

3. Setbacks and General Requirements.

This project does not include expansion of the existing building so the setbacks, coverage, vision clearance and yard requirement will not change.

4. Landscape Requirements.

The property is located within the C3 Central Business District. Development in the C-3 (central business district) zoning district is exempt from the 15 percent landscape area requirement of this section. Although landscaping is not required in this zone, landscape will be provided to help transition between the building facades and streets. By providing landscape adjacent to the street, a process of 'traffic calming' can help to make a street a place for people rather than just a transport corridor.

5. Signs.

We are proposing signage for the business placed on two sides of the trellis/tower and on the north-east facade as indicated in the building elevations. Each sign will be approximately 28 square feet in area and will be mounted approximately 15-feet above grade. The width of each sign will be approximately 11-feet. The façades are approximately 80-feet; therefore, each sign may be up to 80 square feet. Based on NMC 15.435.070 major attached signs are allowed in the C-3 zone. They shall not exceed 25-feet of the building frontage of that face and shall not exceed one square foot for each foot of building frontage. At least 40 square feet of signage will be allowed. In C-3 the maximum height is 18-feet above the sidewalk.

6. Manufactured Dwellings, Mobile Home and RV Parks. This item is not applicable.

7. Zoning District Compliance.

Based on NMC 15.305.020 Zoning use table local business office is a permitted use within the C-3 zone.

8. Sub district Compliance. This property is not within a Sub-district.

9. Alternative Circulation, Roadway Frontage Improvements and Utility Improvements.

In preparation for our response to this criterion and as recommended by the City staff, we contacted Casey Knecht, P.E. at ODOT for further information on requirements for the adjacent streets and access. N Main and 1st Street are classified as Highway over City street. Casey indicated that a dedication of property will not be required. The following State applications will be required.

- Hwy 151, MP 11.47 - The new northern driveway on Main Street will require an Application for State Highway Approach.
- Hwy 151, MP 11.48 - The existing center driveway on Main Street will be removed and replaced with curb/gutter/sidewalk. No separate application for this work.
- Hwy 151, MP 11.49 - The existing southern driveway on Main Street will be reduced in size. This will require an Application for Upgrade to Existing State Highway Approach.
- Hwy 091, MP 23.73 - The existing alley access on 1st Street will be reduced in size. This will require an Application for Upgrade to Existing State Highway Approach. The property owner for this application will be the City of Newberg, and you or the applicant will be the designated agent.

Furthermore, Brett Musick from the City stated that the sidewalk along the entire 1st Street (Highway 99W) frontage of this site is in poor condition and needs to be replaced to meet current ADA requirements. Along the N Main Street (Highway 240) frontage all but a handful of sidewalk panels are in poor condition and need to be replaced to meet current ADA requirements. A few panels might be ok; however, they appear to be in the proposed driveway location. Preliminary plans should anticipate replacement of sidewalks along both

frontages. We intend to replace the sidewalk and make modification to the access points per ODOT and the City of Newberg standards.

10. Traffic Study Improvements.

It was determined in the pre-application conference that a traffic study would not be required for this development.

11. Additional requirements for development in the C-3 zoning district.

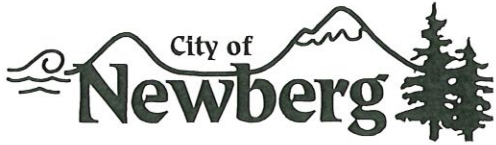
Based on NMC 15.220.080 an applicant for redevelopment within the C-3 zone district, which is subject to the site design review process, must demonstrate that seven of 10 of the following site and building design elements have been incorporated into the design of the project. Exceptions to these additional development requirements may be granted if the requirements would result in construction that is out of character with surrounding development. Applicants for redevelopment of a designated landmark will not be subject to these additional requirements.

- A. Elements of the Façade.
 - a. Windows - The windows, except for transoms, are primarily vertical.
 - b. Awnings - The proposed design includes well over 25% of the street frontage along N Main Street, which is the dominant street frontage.
- B. Façade Articulation.
 - a. Emphasize Entrances - Entrances are emphasized by awnings.
 - b. Maximum Horizontal Façade Plane - The articulation of various materials and vertical height differences break up the façade in accordance with the standard.
- C. Windows.
 - a. Depth of Windows - The windows will be recessed at least one and one-half inches from the general plane of the façade to create a shadow line and depth.
 - b. Percentage of Glazing
 - i. Primary façade min 50% of glazing. The glazing to horizontal distance of building percentage along N Main is 58%.
 - ii. Other facades facing public street min 30% of glazing - The 1st Street façade has 49% including garage doors. The north and west elevations are not readily visible by the public.
 - c. Window Glazing Material.
- D. Façade Materials.
 - a. Dominant Material - single dominant material with additional accents. - The dominant material is corrugated metal with accents of brick and fiber-cement board and batt.
 - b. Allowed Wall Materials - the proposed materials will meet the requirements.
 - c. Change in Materials - the proposed materials will meet the requirements.

Sincerely,



David Brittell
Principal Architect



Community Development Department

P.O. Box 970 ▪ 414 E First Street ▪ Newberg, Oregon 97132
503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

WE WANT YOUR COMMENTS ON A PROPOSED NEW DEVELOPMENT IN YOUR NEIGHBORHOOD

A property owner in your neighborhood submitted an application to the City of Newberg to construct an office for a Certified Professional Accounting firm. You are invited to take part in the City's review of this project by sending in your written comments. For more details about giving comments, please see the back of this sheet.

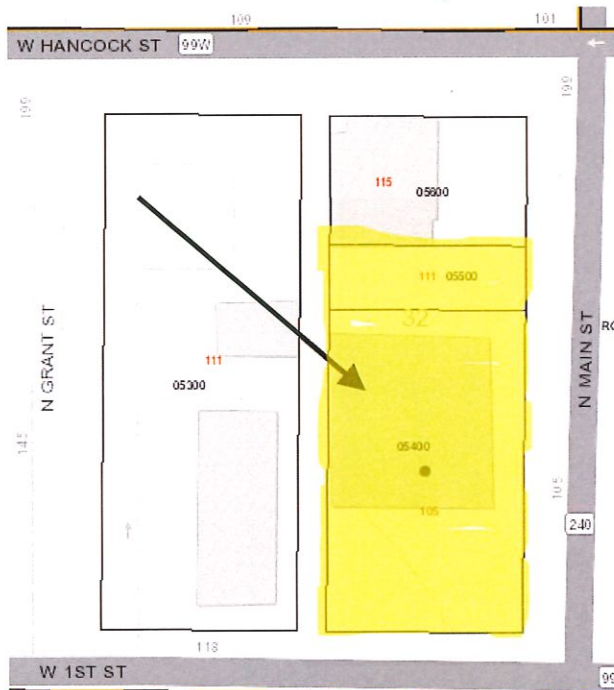
The development would include updating the exterior and the interior of the existing building at 105 N. Main St. in Newberg, but keeping the same building footprint. The landscaping will also be updated while retaining 15 surface parking spaces and three parking spaces in an enclosed garage.

APPLICANT: **Brian Williamson**
TELEPHONE: **503-538-5023**

PROPERTY OWNER: **Balding Buffalo LLC**

LOCATION: **105 N. Main St., Newberg, OR 97132**

TAX LOT NUMBER: **3219AB-05400, 3219AB-05500**



We are mailing you information about this project because you own land within 500 feet of the proposed new project. We invite you to send any written comments for or against the proposal within 14 days from the date this notice is mailed.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No.XX **(City staff will give you the file number for
City of Newberg your project at the time of application)**
Community Development Department
PO Box 970
Newberg, OR 97132

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

All written comments must be turned in by 4:30 p.m. on **enter date two weeks from date you mailed notice**. Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be submitted to the City in writing before this date. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for design review approval are found in Newberg Development Code 15.220.050(B).

The Community Development Director will make a decision at the end of a 14-day comment period. If you send in written comments about this project, you will be sent information about any decision made by the City relating to this project.

Date Mailed: ***Date notice is mailed***

**CITY OF NEWBERG
SAMPLE POSTED NOTICE**

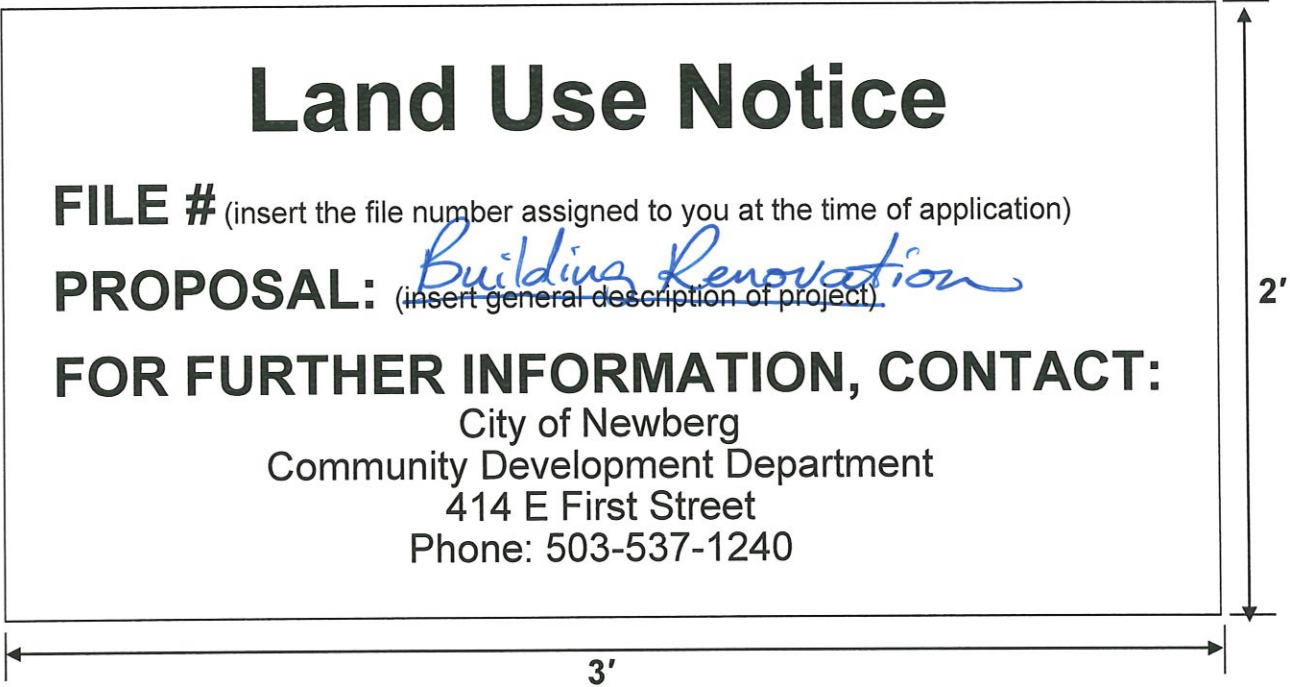
Land Use Notice

FILE # (insert the file number assigned to you at the time of application)

PROPOSAL: *Building Renovation*
(insert general description of project)

FOR FURTHER INFORMATION, CONTACT:

City of Newberg
Community Development Department
414 E First Street
Phone: 503-537-1240



Notice must be white with black letters, and must be landscape orientation, as shown above. The notice must be lettered using block printing or a "sans-serif" font, such as Arial.

TAXID	Owner Name	Mailing Address	Mail City	Mail State	Mail Zip	Site Address	Site City	Site State	Site Zip
R3219AB 06300	Leathers Limited Partnership	255 Depot St	Fairview	OR	97024	203 E 1st St	Newberg	OR	97132
R3218DC 08400	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	305 N Main St	Newberg	OR	97132
R3219AB 11500	Richard & Barbara Oviatt	300 W Sherman St	Newberg	OR	97132	101 S Main St	Newberg	OR	97132
R3219AB 01400	Deborah & Wade Currie	206 E Sheridan St	Newberg	OR	97132	206 E Sheridan St	Newberg	OR	97132
R3219AB 01500	Phillip & Carrie Simmons	10790 NE Worden Hill Rd	Dundee	OR	97115	200 E Sheridan St	Newberg	OR	97132
R3219AB 05300	Wenwen & Yanguang Zheng	23705 SW Everest Ct	Sherwood	OR	97140	111 W 1st St	Newberg	OR	97132
R3219AB 06700	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	115 N Washington St	Newberg	OR	97132
R3219AB 15100	International Church Of The Foursquare Gospel	115 W 3rd St	Newberg	OR	97132	209 S Main St	Newberg	OR	97132
R3219AB 06500	First Street Properties Llc	201 N Meridian St	Newberg	OR	97132	211 E 1st St	Newberg	OR	97132
R3219AB 06000	Larry & Lealice Sause	21755 NE Sunnycrest Rd	Newberg	OR	97132	111 E 1st St	Newberg	OR	97132
R3219AB 05500	J L Investment Llc	23995 N Highway 99w	Newberg	OR	97132	111 N Main St	Newberg	OR	97132
R3219AB 02000	Martin Tucker	209 N Garfield St	Newberg	OR	97132	211 N Garfield St	Newberg	OR	97132
R3219AB 03900	Yamhill County & Yamhill County Courthouse	434 NE Evans St	Mcminnville	OR	97128	No Site Address	Newberg	OR	97132
R3219AB 12800	William & Margi Womack	304 W 1st St	Newberg	OR	97132	304 W 1st St	Newberg	OR	97132
R3219AB 01300	Carolann & William Polian	10062 Resmar Ct	La Mesa	CA	91941	210 E Sheridan St	Newberg	OR	97132
R3219AB NONTL	County Non-Taxlot					No Site Address			
R3219AB 12200	Rick Murray	33995 NE Corral Creek Rd	Newberg	OR	97132	202 W 1st St	Newberg	OR	97132
R3219AB 14201	Patricia Storey	11980 SW 119th Ave	Portland	OR	97223	210 W 2nd St	Newberg	OR	97132
R3219AB 14900	Todd & Catherine Spencer	201 S Main St	Newberg	OR	97132	201 S Main St	Newberg	OR	97132
R3219AB 15600	Gary & Svitiana McAuley	Po Box 1532	Sherwood	OR	97140	200 S Main St	Newberg	OR	97132
R3219AB 02800	Sosa Investments Llc	3011 Silvertown Rd NE	Salem	OR	97301	209 N Main St	Newberg	OR	97132
R3219AB 15500	Nathan Erb & Monica Felix	204 S Main St	Newberg	OR	97132	204 S Main St	Newberg	OR	97132
R3219AB 05400	Balding Buffalo Llc	22007 SW Scholls Sherwood Rd	Sherwood	OR	97140	105 N Main St	Newberg	OR	97132
R3219AB 01800	Nes Building One Llc	18230 SE Richey Rd	Gresham	OR	97080	201 N Washington St	Newberg	OR	97132
R3219AB 10301	Leonard Johnson	19460 NE Williamson Rd	Newberg	OR	97132	208 E 1st St	Newberg	OR	97132
R3219AB 01900	Travis Sprecher	327 SE Jackson St	Willamina	OR	97396	114 E Sheridan St	Newberg	OR	97132
R3219AB 12000	Jessica Bagley-Rouff & Allen Rouff	201 S College St	Newberg	OR	97132	111 S Grant St	Newberg	OR	97132
R3219AB 10900	Elise Yarnell	112 S Main St	Newberg	OR	97132	112 S Main St	Newberg	OR	97132
R3219AB 05800	Hancock & Main Llc	114 N Main St	Newberg	OR	97132	108 N Main St	Newberg	OR	97132
R3219AB 03200	J L Investments Llc	23995 N Highway 99w	Newberg	OR	97132	No Site Address	Newberg	OR	97132
R3219AB 02200	Martin & Sallie Tucker	32051 NE Corral Creek Rd	Newberg	OR	97132	113 E Hancock St	Newberg	OR	97132
R3219AB 03900	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	215 W Hancock St	Newberg	OR	97132
R3219AB 03100	E & J Investments Llc	810 SW View Crest Dr	Dundee	OR	97115	111 W Hancock St	Newberg	OR	97132
R3219AB 05600	Hang Lee	15435 SW Petrel Ln	Beaverton	OR	97007	115 N Main St	Newberg	OR	97132
R3219AB 06200	Hancock Commons Llc	201 N Meridian St STE B	Newberg	OR	97132	200 E Hancock St	Newberg	OR	97132
R3219AB 14800	Russell & Mary Thomas	110 W 2nd St	Newberg	OR	97132	110 W 2nd St	Newberg	OR	97132
R3219AB 15900	Jay & Amelia Ouellette	33720 NE Kramien Rd	Newberg	OR	97132	200 E 2nd St STE 101	Newberg	OR	97132
R3219AB 06100	Nfc Properties Llc	32700 NE Lesley Rd	Newberg	OR	97132	114 E Hancock St	Newberg	OR	97132
R3219AB 10000	Leonard Johnson	19460 NE Williamson Rd	Newberg	OR	97132	207 E 2nd St	Newberg	OR	97132
R3219AB 05900	Happy Panda Holdings Llc	1926 W Burnside St UNIT 1601	Portland	OR	97209	101 E 1st St	Newberg	OR	97132
R3219AB 01700	Nabor & Maria Pereda	615 N Meridian St	Newberg	OR	97132	205 E Hancock St	Newberg	OR	97132
R3219AB 10400	Leonard Johnson	19460 NE Williamson Rd	Newberg	OR	97132	204 E 1st St	Newberg	OR	97132
R3219AB 04101	David & Lisa Bailiff	300 W Sheridan St	Newberg	OR	97132	300 W Sheridan St	Newberg	OR	97132
R3219AB 12500	Imperio Investments Llc	1103 N Springbrook Rd UNIT 30	Newberg	OR	97132	110 S Lincoln St	Newberg	OR	97132
R3219AB 01600	Martin & Sallie Tucker	2122 SE Harrison St	Portland	OR	97214	201 E Hancock St	Newberg	OR	97132
R3219AB 10800	Snyder Inheritance Trust & Fbo Snyder Linda S	23950 NE Larkins Rd	Newberg	OR	97132	110 S Main St	Newberg	OR	97132
R3219AB 14600	International Church Of The Foursquare Gospel	115 W 3rd St	Newberg	OR	97132	115 W 3rd St	Newberg	OR	97132
R3219AB 12400	Jamos & Amanda Velarde	212 W 1st St	Newberg	OR	97132	212 W 1st St	Newberg	OR	97132
R3219AB 12700	Terry & Jody Hall	300 W 1st St	Newberg	OR	97132	300 W 1st St	Newberg	OR	97132
R3219AB 05000	Fitzroy Llc	1480 Cader Ln STE A	Petaluma	CA	94954	214 W Hancock St	Newberg	OR	97132
R3219AB 03300	Thomas Boucher	Po Box 1270	Veneta	OR	97487	108 W Sheridan St	Newberg	OR	97132
R3219AB 14200	William & Pamela Broxterman	218 W 2nd St	Newberg	OR	97132	218 W 2nd St	Newberg	OR	97132
R3219AB 11400	Richard & Barbara Oviatt	300 W Sherman St	Newberg	OR	97132	103 S Main St	Newberg	OR	97132
R3219AB 14300	Leah Lockwood	Po Box 3010	Newberg	OR	97132	200 W 2nd St	Newberg	OR	97132
R3219AB 15000	Fair Donald E & Lenora E Fair Family Trust	205 S Main St	Newberg	OR	97132	205 S Main St	Newberg	OR	97132
R3219AB 06800	Nohemi Castro & Martinez Lopez	34700 S Meridian Rd	Woodburn	OR	97071	204 E Hancock St	Newberg	OR	97132
R3219AB 02300	Storey Investment Llc	30998 SW Orchard Dr	Wilsonville	OR	97070	200 N Main St	Newberg	OR	97132
R3219AB RAILS	Railroad					No Site Address			
R3219AB 05100	Fitzroy Llc	1480 Cader Ln STE A	Petaluma	CA	94954	206 W Hancock St	Newberg	OR	97132
R3219AB 06600	Dakota Plains Llc	Po Box 261	Newberg	OR	97132	215 E 1st St	Newberg	OR	97132
R3219AB 04800	Yasar & Figen Uzun	7851 SW Barnard Dr	Beaverton	OR	97007	211 W 1st St	Newberg	OR	97132
R3219AB 10300	Leonard Johnson	19460 NE Williamson Rd	Newberg	OR	97132	206 E 1st St	Newberg	OR	97132
R3219AB 11900	James & Diane Reichenbach	201 W 2nd St	Newberg	OR	97132	201 W 2nd St	Newberg	OR	97132
R3219AB 04900	Fitzroy Llc	1480 Cader Ln STE A	Petaluma	CA	94954	W Hancock St	Newberg	OR	97132
R3219AB 11000	Adam & Ruben Perez	4205 NE Riverside Loop	Mcminnville	OR	97128	113 S Main St	Newberg	OR	97132
R3219AB 11600	Richard & Barbara Oviatt	300 W Sherman St	Newberg	OR	97132	108 W 1st St	Newberg	OR	97132
R3219AB 03700	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	211 W Hancock St	Newberg	OR	97132
R3219AB 12100	Nadine McClain	107 S Grant St	Newberg	OR	97132	107 S Grant St	Newberg	OR	97132
R3219AB 03400	Stephen & Cora Waldroup	403 N Main St	Newberg	OR	97132	N Grant St	Newberg	OR	97132
R3219AB 11300	Richard & Barbara Oviatt	300 W Sherman St	Newberg	OR	97132	105 S Main St	Newberg	OR	97132
R3218DC 08800	James & Kathy Rarick	115 E Sheridan St	Newberg	OR	97132	115 E Sheridan St	Newberg	OR	97132
R3219AB 03600	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	207 W Hancock St	Newberg	OR	97132
R3218DC 08700	Ramona Mangelsdorf	113 E Sheridan St	Newberg	OR	97132	113 E Sheridan St	Newberg	OR	97132
R3219AB 02700	1023 Llc & Cooper Properties Llc	19430 SW Lebeau Rd	Sherwood	OR	97140	215 N Main St	Newberg	OR	97132
R3219AB 15700	Nikolas Stanek & Jasmine Moore	108 E 2nd St	Newberg	OR	97132	108 E 2nd St	Newberg	OR	97132
R3219AB 04001	Jack & Angela May	2220 N Thorne St	Newberg	OR	97132	204 N Harrison St	Newberg	OR	97132
R3219AB 11100	Fox Nancy Fox Nancy Revocable Living Trust	20805 NE Highway 240	Newberg	OR	97132	111 S Main St	Newberg	OR	97132
R3219AB 02100	Martin & Sallie Tucker	209 N Garfield St	Newberg	OR	97132	209 N Garfield St	Newberg	OR	97132
R3219AB 10600	Bauer David & Patricia Bauer Family Trust	33030 NE Corral Creek Rd	Newberg	OR	97132	112 E 1st St	Newberg	OR	97132
R3219AB 02500	Thomas & Linda Vondrachek	208 N Main St	Newberg	OR	97132	208 N Main St	Newberg	OR	97132
R3219AB 12600	Wolhaupter Judith A (Trustee For) Hayes Richard Family Trust	Po Box 10	Armitry	OR	97101	215 W 2nd St	Newberg	OR	97132
R3219AB 11800	Richard & Barbara Oviatt	300 W Sherman St	Newberg	OR	97132	120 S Grant St	Newberg	OR	97132
R3219AB 12300	Kris Utz	307 W 2nd St	Newberg	OR	97132	210 W 1st St	Newberg	OR	97132
R3219AB 11700	Erhardt & Evelyn Steinborn	Po Box 938	Sherwood	OR	97140	116 W 1st St	Newberg	OR	97132
R3219AB 03800	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	213 W Hancock St	Newberg	OR	97132
R3219AB 03500	Lip Properties Llc	Po Box 1060	Newberg	OR	97132	201 N Grant St	Newberg	OR	97132
R3219AB 02600	Soong Chang	1069 Otto Ridge Ct	Henderson	NV	89052	214 N Main St	Newberg	OR	97132
R3219AB 10200	Jules & Joan Drabkin	307 NE 7th St	Mcminnville	OR	97128	212 E 1st St	Newberg	OR	97132
R3219AB 10100	Mark Case	Po Box 1047	Newberg	OR	97132	115 S Washington St	Newberg	OR	97132
R3219AB 04700	Gp Management Llc	15171 Bangy Rd # 113	Lake Oswego	OR	97035	301 W 1st St	Newberg	OR	97132

R3219AB 06001	Halls Heating And Air Conditioning Inc	21755 NE Sunnycrest Rd	Newberg	OR	97132	109 N Garfield St	Newberg	OR	97132
R3219AB 13200	Ramona Wisler	115 S Lincoln St	Newberg	OR	97132	115 S Lincoln St	Newberg	OR	97132
R3219AB 06400	James Family Investments Lic	20280 SW Seely Ln	Sherwood	OR	97140	209 E 1st St	Newberg	OR	97132
R3219AB 11200	Adam & Ruben Perez	4205 NE Riverside Loop	Mcminnville	OR	97128	107 S Main St	Newberg	OR	97132
R3218DC 08600	Lip Properties	Po Box 1060	Newberg	OR	97132	306 N Main St	Newberg	OR	97132
R3219AB 15400	Patrick & Rebekah Ferrington	210 S Main St	Newberg	OR	97132	210 S Main St	Newberg	OR	97132
R3219AB 04500	Gp Management Lic	15171 Bangy Rd # 113	Lake Oswego	OR	97035	300 W Hancock St	Newberg	OR	97132
R3219AB 14700	International Church Of The Foursquare Gospel	115 W 3rd St	Newberg	OR	97132	200 S Grant St	Newberg	OR	97132
R3219AB 05700	Hancock & Main Lic	114 N Main St	Newberg	OR	97132	114 N Main St	Newberg	OR	97132
R3219AB 02901	Sosa Investments Lic	3011 Silvertown Rd NE	Salem	OR	97301	No Site Address	Newberg	OR	97132
R3219AB 02900	Raymundo & Lourdes Sosa	810 SW View Crest Dr	Dundee	OR	97115	205 N Main St	Newberg	OR	97132
R3219AB 14301	Sigmund Custom Homes Lic	500 E Hancock St	Newberg	OR	97132	200 W 2nd St	Newberg	OR	97132
R3219AB 15800	L Thomas	114 E 2nd St	Newberg	OR	97132	114 E 2nd St	Newberg	OR	97132
R3218DC RAILS	Railroad					No Site Address			

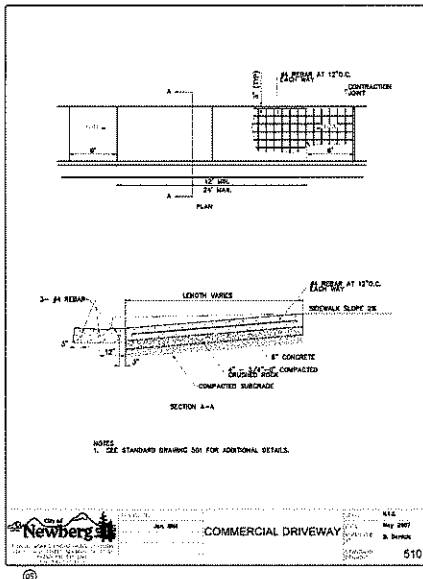
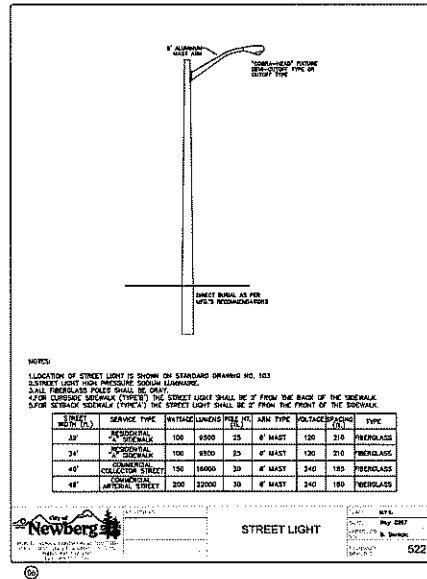
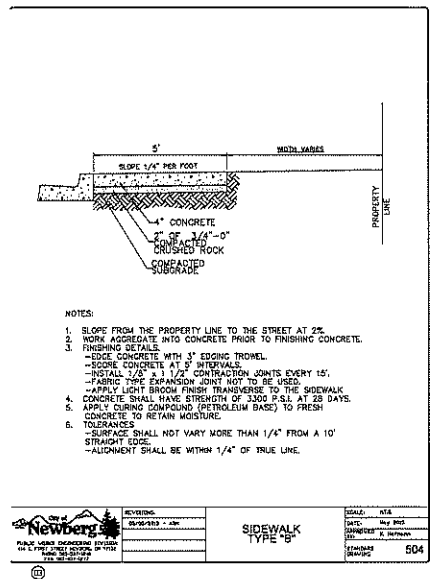
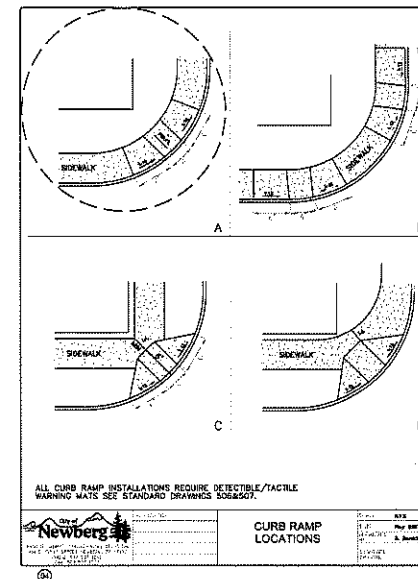
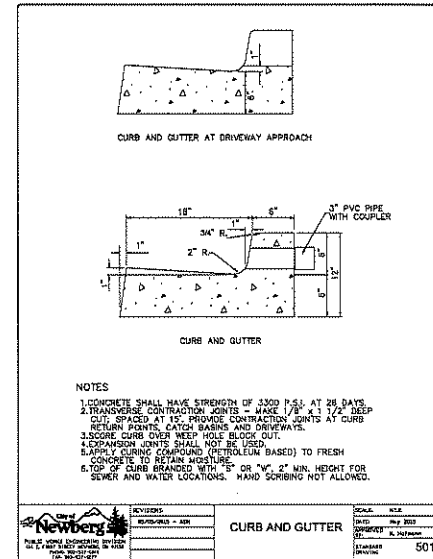
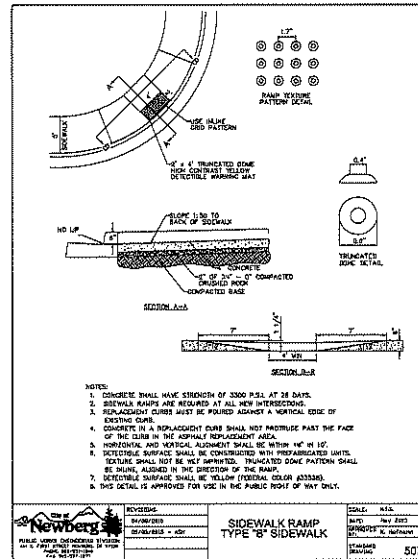
DATE	DESCRIPTION
7/23/21	SUBMITTED FOR TREE-CUT DEMONSTRATION

JOB NUMBER:
2109

SHEET:

A0.2

SITE DETAILS



STREET LIGHT



COMMERCIAL DRIVEWAY



CURB RAMP LOCATIONS



SIDEWALK TYPE B

Improvement to - 105 N Main Street
Want & Emery CPA's
Newberg Oregon

PRELIMINARY
NOT FOR CONSTRUCTION

DESCRIPTION:
SUBMITTED FOR TYPE II - CITY DESIGN REVIEW

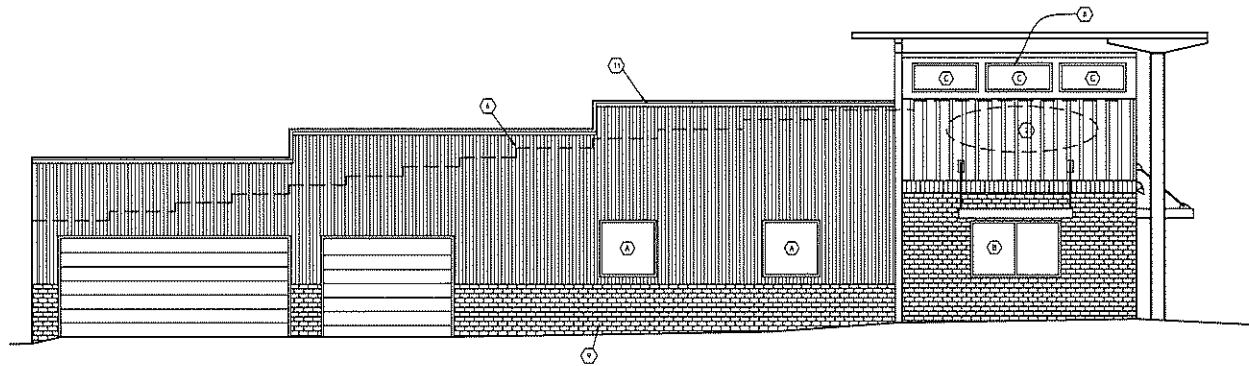
DATE: 7/25/17
JOB NUMBER:
2109

SHEET:

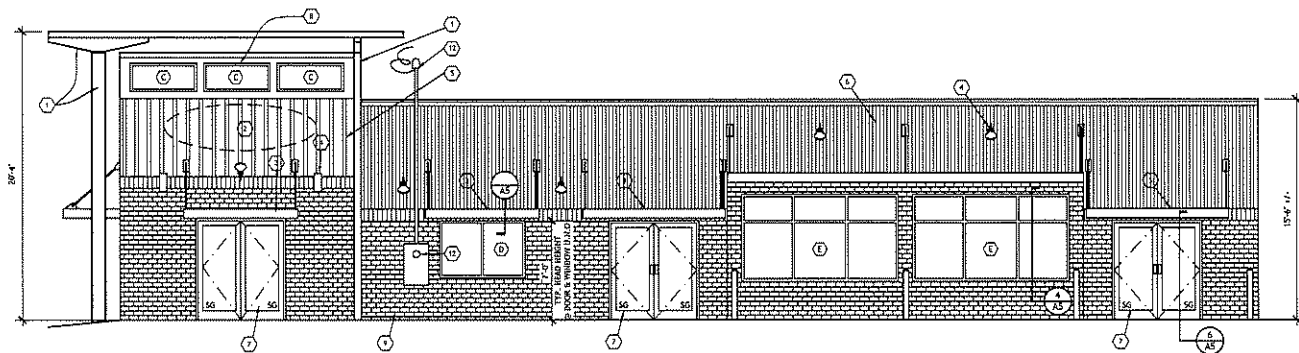
A2.1

ELEVATIONS

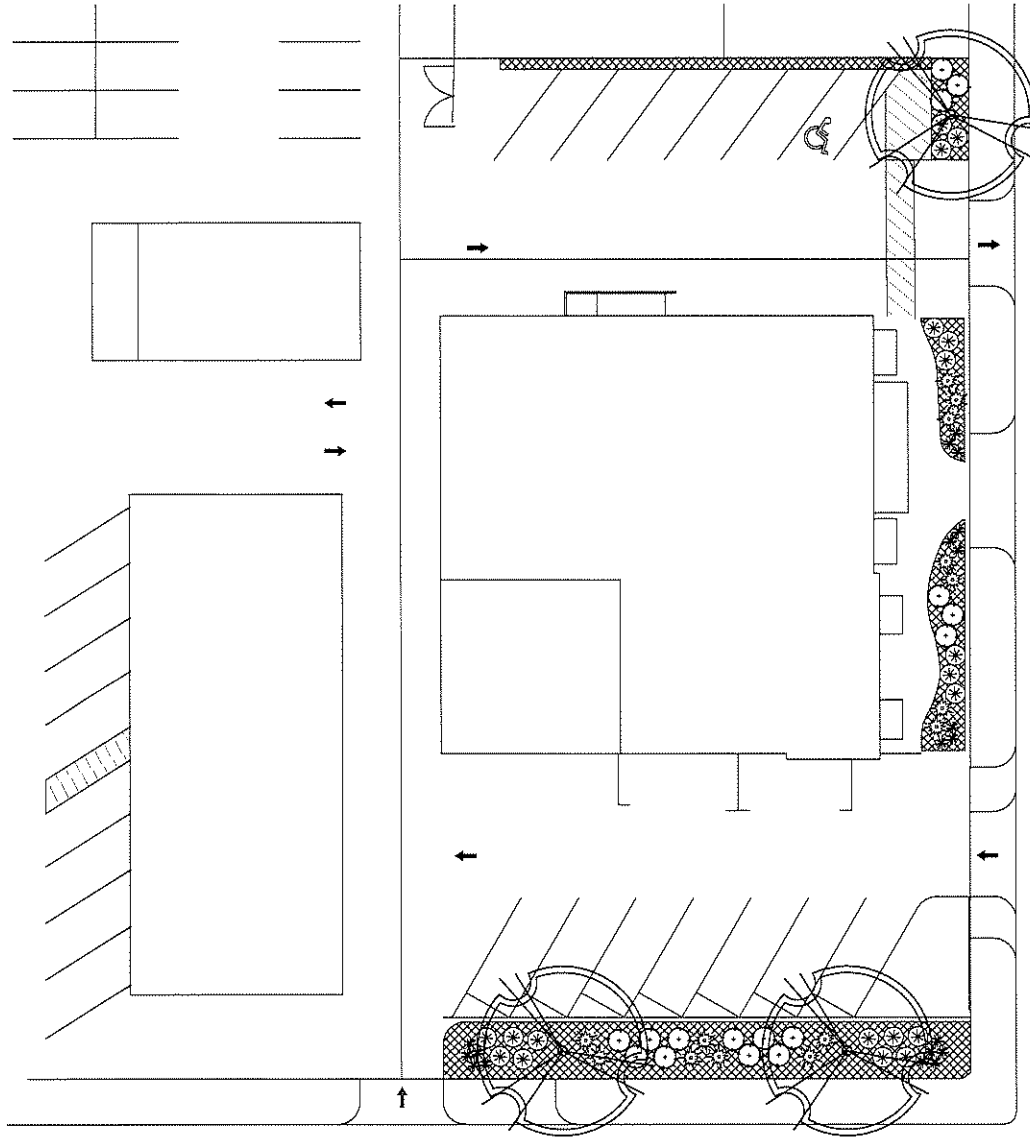
- ELEVATION KEYNOTES:
1. METAL ROOF PURLINS - SEE STRUCT
 2. SIGN AND LIGHTING BY OWNER
 3. METAL BRACKETS W/ SURFACE MOUNT SOFFIT LIGHTS
 4. WALL LIGHTS (UP & DOWN AT TRILLES)
 5. 1/2" WIDE BOARD AND BATT SOING - PAINT DARK GRAY
 6. CORRUGATED METAL SIDING - LIGHT GRAY
 7. NEW STOREFRONT
 8. NON-INSULATED TRANSLUCENT TRANSOM WINDOWS
 9. RACE BRICK (CLASSIC DASH) WITH 2" RIGID INSUL BACKING
 10. RAMP WITH GALV PIPE RAIL - SEE DETAIL 2/AS
 11. EXTEND PALAPPE WALLS AS SHOWN
 12. DUSTING OVERHEAD ELECTRIC SERVICE R METER



1 SOUTH ELEVATION
A2.1
1/4" = 1'-0"



2 EAST ELEVATION
A2.1
1/4" = 1'-0"

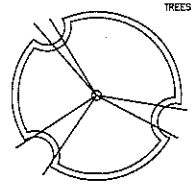


E 1ST STREET

N MAIN STREET

PLANT LEGEND:

SYMBOL	QTY.	LATIN NAME / Common Name	SIZE	SPACING
--------	------	--------------------------	------	---------



TREES				
3		MAGNOLIA VIRGINIANA 'JIM WILSON' Jim Wilson Sweet Bay Magnolia	2 inch cal.	As Shown

SHRUBS				
14		CALLISTEMON 'LITTLE JOHN' Little John Dwarf Bottle Brush	5 gal.	3' o.c.
19		PINUS MUGO 'PUMILIO' Dwarf Mugo Pine	5 gal.	3' o.c.
18		CISTUS X HYBRIDUS White Rockrose	5 gal.	4' o.c.

GROUNDCOVER				
123		ARCTOSTAPHYLOS UVA-URSI Kalmikowick	1 gal.	3' o.c. Triangular
10		HELICTOTRICHON SEMPERVIRENS Blue Oat Grass	1 gal.	2' o.c.

GENERAL NOTES:
 1. Contractor is to verify all plant quantities.
 2. Adjust plantings in the field as necessary.
 3. Project is to be irrigated by an automatic underground system, which will provide full coverage for all plants installed. System is to be design/ build by Landscape Contractor. Guarantee system for a minimum one year. Show drip systems as alternate bid only.
 4. All plants are to be fully foliated, well branched and true to form.
 5. Contractor is to notify Landscape Architect or Owner's Representative of any site changes or unforeseen conditions that may be detrimental to plant health, or cause future problems to any structural elements of the project.

LANDSCAPE PLAN

SCALE 1" = 10'-0"



NO.	DATE	REVISIONS



O O OTTEN + ASSOCIATES
 LANDSCAPE ARCHITECTURE
 3933 South Kelly Avenue, Suite B - Portland, OR 97229
 Phone: (503) 972-0311 - www.ottentia.com

IMPROVEMENT TO 105 N MAIN ST
WANT + EMERY CPAs
 NEWBERG, OR
 LANDSCAPE PLAN

DATE	7/16/2001
SCALE	NOTED
DRWN	CHECK'D
BY	BY
SHEET NO.	DI

L10
1 OF 1



First American

First American Title Insurance Company

775 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

YAMHILL COUNTY TITLE UNIT

FAX (866)800-7294

Title Officer: Larry Ball
(503)376-7363
lball@firstam.com

LOT BOOK SERVICE

Brian Williamson

Order No.: 1032-3674369
August 02, 2021

Attn:
Phone No.: - Fax No.:
Email:

Re:

Fee: \$300.00

We have searched our Tract Indices as to the following described property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of July 29, 2021 at 8:00 a.m.

We find that the last deed of record runs to

Balding Buffalo LLC

We find the following apparent encumbrances within ten (10) years prior to the effective date hereof:

1. Taxes for the fiscal year 2021-2022 a lien due, but not yet payable.
2. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
3. Easement and Equitable Servitudes, including terms and provisions thereof.
Recorded: November 04, 2020 as Instrument No. 202019847, Deed and Mortgage Records

4. Consent to Judgment, Yamhill County Circuit Court for the State of Oregon in case 21CV18954 and the terms and conditions thereof:

Between: State of Oregon, by and through its Department of Environmental Quality

And: Balding Buffalo, LLC

Recording Information: May 19, 2021 as Instrument No. 202110257, Deed and Mortgage Records

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We find the following unpaid taxes and city liens:

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

LOTS 1 AND 2 AND THE SOUTH HALF OF LOT 3, BLOCK 12, HURLEY AND LARGE'S ADDITION TO NEWBERG, IN YAMHILL COUNTY, OREGON.

PARCEL 2:

THE NORTH HALF OF LOT 3, BLOCK 12, HURLEY AND LARGE'S ADDITION TO NEWBERG IN YAMHILL COUNTY, OREGON.



First American

First American Title Insurance Company
775 NE Evans Street
McMinnville, OR 97128

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



After recording return to:
Balding Buffalo LLC
22007 SW Scholls Sherwood Rd.
Sherwood, OR 97140

Until a change is requested all tax
statements shall be sent to the
following address:
Balding Buffalo LLC
22007 SW Scholls Sherwood Rd.
Sherwood, OR 97140

File No.: 1032-3674369 (kd)
Date: February 05, 2021

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records **202110217**
DMR-DDMR
Stn=3 SUTTONS **05/19/2021 10:06:00 AM**
3Pgs \$15.00 \$11.00 \$5.00 \$60.00 **\$91.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Brian Van Bergen - County Clerk

3674369
FIRST AMERICAN

STATUTORY WARRANTY DEED

J.L. Investment, LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to **Balding Buffalo LLC**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$500,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 5 day of May, 2021.

JL Investments,LLC

By: [Signature]
Name: Jeff Lane
Title: Member

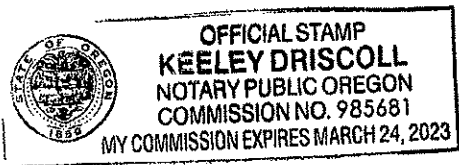
By: [Signature]
Name: Jackie Lane
Title: Member

STATE OF Oregon)
)ss.
County of Yamhill)

This instrument was acknowledged before me on this 5 day of May, 2021 by Jeff Lane as Member and Jackie Lane as Member of JL Investments,LLC, on behalf of the .

[Signature]

Notary Public for Oregon
My commission expires: 3.24.23



APN: 48898

Statutory Warranty Deed
- continued

File No.: 1032-3674369 (kd)

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

LOTS 1 AND 2 AND THE SOUTH HALF OF LOT 3, BLOCK 12, HURLEY AND LARGE'S ADDITION TO NEWBERG, IN YAMHILL COUNTY, OREGON.

PARCEL 2:

THE NORTH HALF OF LOT 3, BLOCK 12, HURLEY AND LARGE'S ADDITION TO NEWBERG IN YAMHILL COUNTY, OREGON.

Yamhill County Official Records

202110257

CCL-JCCL

Str=3 SUTTONS

41Pgs \$205.00 \$11.00

05/19/2021 12:33:00 PM

\$216.00

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk


RECORDING REQUESTED BY:
First American Title Insurance Company

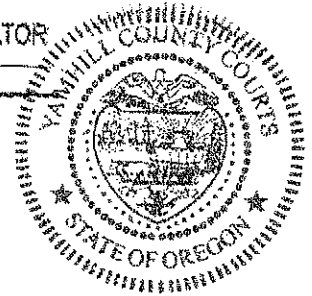
AND WHEN RECORDING MAIL TO:
James C Brown & Associates, P. C
P.O. Box 31
P.O. Box 31

Escrow No. 1032-3674369 (kd)

CONSENT JUDGMENT

ACCOMMODATION RECORDING ONLY; DOCUMENT NOT REVIEWED.

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL
TRIAL COURT ADMINISTRATOR
BY 



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF YAMHILL

STATE OF OREGON, ex rel.
RICHARD WHITMAN, DIRECTOR
DEPARTMENT OF ENVIRONMENTAL
QUALITY,

Plaintiff,

v.

BALDING BUFFALO, LLC,

Defendant.

Case No. 21CV18954

CONSENT JUDGMENT
General Judgment

ORS 20.140 - State fees deferred at filing

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20	Exhibit B: Property Legal Description	
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23	Exhibit E: Service List	
24		
25		
26		

1 1. Purpose

2 This Consent Judgment is filed simultaneously with and for the purpose of resolving the
3 underlying complaint by the State of Oregon. Plaintiff State of Oregon *ex rel.* the Director of the
4 Department of Environmental Quality (“DEQ”) and BALDING BUFFALO, LLC (“Defendant”)
5 (collectively, the “Parties”) desire to resolve this action without litigation and have agreed to entry
6 of the Consent Judgment without admission or adjudication of any issue of fact or law. The
7 mutual objectives of the Parties are: (a) to protect public health, safety, and welfare and the
8 environment in accordance with ORS 465.200 through 465.410, and regulations promulgated
9 thereto, and (b) to facilitate productive reuse of property; and (c) to provide Defendant with
10 protection from potential liabilities in accordance with applicable law.

11 2. Stipulations and Findings

12 A. Defendant stipulates:

- 13 (1) To entry of this Consent Judgment;
14 (2) To perform and comply with all provisions of this Consent Judgment; and
15 (3) To not litigate, in any proceeding brought by DEQ to enforce this Consent
16 Judgment or to assess penalties for noncompliance with this Consent Judgment, any issue other
17 than Defendant’s compliance with this Consent Judgment.

18 B. DEQ and Defendant stipulate:

- 19 (1) For the purposes of this Consent Judgment, the “Facility,” as defined in ORS
20 465.200(13), means: (a) the Property; and (b) the full extent of existing known or unknown
21 contamination by hazardous substances of any media on, above, or below the Property, or that has
22 migrated, might have migrated, or hereafter migrates to anywhere from the Property.
23 (2) For the purposes of this Consent Judgment, “Matters Addressed” means all
24 investigation, removal, and remedial actions taken or to be taken and all remedial action costs
25 incurred or to be incurred at or in connection with a release of hazardous substances at the Facility.
26 (3) For the purposes of this Consent Judgment, “Existing Hazardous Substance

1 Releases” means: (a) any release of hazardous substances, as defined in ORS 465.200, at the
2 Facility existing as of the date of Defendant’s acquisition of ownership or operation of the
3 Property; (b) any spill or release of oil or hazardous material, as defined in ORS 466.605, at the
4 Facility existing as of the date of Defendant’s acquisition of ownership or operation of the
5 Property; and (c) the entry of oil into the waters of the state, as defined in ORS 468B.300, from the
6 Facility before the date of Defendant’s acquisition of ownership or operation of the Property.

7 C. DEQ finds, and Defendant neither admits nor denies:

8 (1) BALDING BUFFALO, LLC, is an Oregon limited liability corporation.

9 (2) The property proposed for acquisition by Defendant, currently owned by
10 J.L. Investments, LLC, is an approximately 0.38 acre site located at 105 N Main Street, Newberg,
11 Yamhill County, Oregon, in Section 19 NE, Township 3S, Range 2W, Tax Lots 5400 & 5500, of
12 the Willamette Meridian (the “Property”). The location of the Property is illustrated generally in
13 the Vicinity Map, Exhibit A to this Consent Judgment. The legal description of the Property is set
14 forth in Exhibit B to this Consent Judgment. All attachments are incorporated into this Consent
15 Judgment by this reference.

16 (3) The Property was used for residential and commercial purposes since the 1890s
17 and up to five buildings were present on the property. Historic uses include residential dwellings,
18 carpentry building, meat store, furniture repair store, bowling alley, auto repair services and a
19 service station. In approximately 1951, the current building was constructed. During the ensuing
20 70 years, the current building has housed numerous businesses including: a battery service store, a
21 plumbing building, woodworking academy, winery, trailer rental facility, steel fabrication and
22 welding supplies store.

23 (4) These historic uses resulted in impacts to soil and groundwater primarily at the
24 southern end of Tax Lot 5400. Contamination from off-site sources has also migrated to the
25 property. Lead contamination is present inside the building at two discrete locations. Gasoline
26 range hydrocarbons are present in the soil at boring location B03, along the southern boundary

1 from the historic service station operations the exceed residential risk-based cleanup levels (RBCs)
2 for vapor intrusion into buildings, as well as residential and occupational leaching to groundwater
3 RBCs. Groundwater from B03 had detections of 1,2-dichloroethane, gasoline range hydrocarbons
4 and arsenic that exceed groundwater-related RBCs for ingestion and inhalation. These
5 contaminants are “hazardous substances” within the meaning of ORS 465.200(16). The presence
6 of hazardous substances at the Property constitutes a “release” of hazardous substances within the
7 meaning of ORS 465.200(22), and makes the Property a “facility” within the meaning of
8 ORS 465.200(13).

9 (5) Pursuant to ORS 465.255(1)(b), Defendant could become liable to DEQ and
10 other persons for releases of hazardous substances at or from the Property by becoming the owner
11 or operator of the Property with actual or constructive knowledge of the releases. On December
12 19, 2019, Defendant applied to DEQ for a “prospective purchaser” agreement under ORS 465.327
13 and agreed to reimburse DEQ’s costs of technical review and preparation. This Consent Judgment
14 is intended to protect Defendant from potential liability for pre-acquisition releases of hazardous
15 substances at or from the Property, in return for Defendant undertaking certain obligations, as
16 described in this Consent Judgment. In determining to propose this Consent Judgment, DEQ
17 considered reasonably anticipated future land uses at the Property and surrounding properties and
18 consulted with Doug Rux, Community Development Director, City of Newberg. This Consent
19 Judgment is entered into pursuant to ORS 465.325 and ORS 465.327.

20 (6) Pursuant to ORS 465.320, on October 1, 2020, DEQ published notice of a
21 proposed remedial action and provided opportunity for public comment. Comments received on
22 the proposed remedial action were considered by DEQ, as shown in the administrative record.

23 (7) On March 1, 2021, DEQ published notice of this proposed Consent Judgment
24 and provided opportunity for public comment in accordance with ORS 465.320(1) and
25 465.325(4)(d). The comment period ended April 2, 2021. No public comments were received.

26 (8) Consistent with ORS 465.327(1):

- 1 (a) Defendant is a “person” within the meaning of ORS 465.200(21);
2 (b) Defendant is not currently liable under ORS 465.255, 466.640, or
3 468B.310 for the Existing Hazardous Substance Releases;
4 (c) Removal or remedial action is necessary at the Property to protect human
5 health or the environment;
6 (d) Defendant’s ownership and operation of the Property will not cause,
7 contribute to, or exacerbate existing contamination, increase health risks, or interfere with remedial
8 measures at the Property; and
9 (e) A substantial public benefit will result from this Consent Judgment.
10 (9) Based on the administrative record, the Director of DEQ determines that: (a)
11 the release from liability set forth in Subsection 5.B satisfies the criteria set forth in
12 ORS 465.327(1); (b) the covenant not to sue set forth in Subsection 5.D satisfies the criteria set
13 forth in ORS 465.325(7)(a) and (d); and (c) this Consent Judgment and Defendant’s commitments
14 under this Consent Judgment will expedite removal or remedial action, minimize litigation, be
15 consistent with rules adopted under ORS 465.400, and be in the public interest.

16 3. Work to be Performed

17 A. Remedial Design and Remedial Action

18 Defendant will perform the remedial action for the Site in accordance with the terms and
19 schedules set forth in the DEQ approved Remedial Action Scope of Work (“SOW”) attached to
20 and incorporated by reference into this Consent Judgment as Exhibit D.

21 B. Modification of SOW or Related Work Plans

22 (1) If DEQ determines that modification to the work specified in the SOW and/or in
23 work plans developed pursuant to the SOW is necessary in order to implement or maintain the
24 effectiveness of the remedy set forth in the ROD, DEQ may require that such modification be
25 incorporated in the SOW and/or such work plans; provided, any such modification may be
26 required pursuant to this paragraph only to the extent that the modification is consistent with the

1 scope of the remedy selected in the ROD.

2 (2) Subject to dispute resolution under Subsection 7.M., Defendant will modify the
3 SOW and/or work plans as required by DEQ and implement any work required by the
4 modifications. Before invoking dispute resolution under Subsection 7.M., Defendant and DEQ will
5 make a good-faith effort to resolve any dispute regarding DEQ-requested modifications by
6 informal discussions for no more than 30 days following notice from DEQ of a requested
7 modification.

8 C. Additional Measures

9 Defendant may elect at any time during the term of this Consent Judgment to undertake
10 measures, beyond those required under this Consent Judgment and the SOW, necessary to address
11 the release or threatened release of hazardous substances at the Property. Such additional
12 measures are subject to prior approval by DEQ. DEQ's approval will be granted if DEQ
13 determines that the additional measures are consistent with the remedial action objectives in the
14 ROD and will not threaten human health or the environment.

15 D. Site Restrictions and Periodic Reviews

16 (1) On November 4, 2020, J.L. Investments recorded with the County Clerk,
17 Yamhill County, the Easement and Equitable Servitude attached to this Consent Judgment as
18 Exhibit C. J.L. Investments provided DEQ a file-stamped copy of the Easement and Equitable
19 Servitude. The Easement and Equitable Servitude, which pertains to Tax Lot 5400 contains:
20 Groundwater Use Restrictions and a residential use restriction adjacent to the southern boundary
21 the Property.

22 (2) Property subject to the Easement and Equitable Servitude may be freely
23 alienated at any time after recording, provided the deed or other instrument of conveyance refers to
24 or incorporates the Easement and Equitable Servitude.

25 (3) Any deed, title, or other instrument of conveyance regarding the Property must
26 contain a notice that the Property is the subject of this Consent Judgment. Defendant, in any such

1 deed or conveyance, must also reserve such access (by easement, right-of-way, or otherwise) as
2 might be necessary to carry out Defendant's obligations under this Consent Judgment.

3 (4) At least once every five years, DEQ will review the remedy to ensure that the
4 Property remains protective of public health, safety, and welfare and the environment. Periodic
5 reviews will include evaluation of monitoring data, progress reports, inspection and maintenance
6 reports, land and water uses, compliance with institutional controls, and any other relevant
7 information.

8 4. General Provisions

9 A. Project Managers

10 (1) To the extent possible, all reports, notices, and other communications required
11 under or relating to this Consent Judgment must be directed to:

12 DEQ Project Manager

Defendant Project Manager

13
14 Bryn Thoms
15 Department of Environmental Quality
16 Western Region
17 165 East 7th Ave., Suite 100
Eugene, OR 97401-3409
Phone: 541-686-7839
Email: Bryn.Thoms@state.or.us

James C. Brown
James C Brown & Assoc.
P.O. Box 31
Marylhurst, OR 97036
Phone: 503-557-2245
Email: jcbrownpc@msn.com

18
19 (2) The Project Managers or their respective designees must be available and have the
20 authority to make day-to-day decisions necessary to complete the work described under Section 3.

21 B. Supervising Contractor

22 (1) All aspects of the work to be performed by Defendant pursuant to this Consent
23 Judgment must be performed under the direction and supervision of a qualified employee or
24 contractor having experience in hazardous substance remediation and knowledge of applicable
25 state and federal laws, regulations, and guidance.

1 (2) Before initiation of remedial design work for the Property, Defendant will notify
2 DEQ in writing of the name, title, and qualifications of any proposed supervising contractor. DEQ
3 may for good cause disapprove the proposed contractor. In the event of such disapproval, DEQ
4 will notify Defendant in writing of the reasons for its disapproval within 14 days of receipt of the
5 initial notice from Defendant. Defendant, within 14 days of receiving DEQ's notice of disapproval,
6 will notify DEQ of the name, title, and qualifications of an alternate supervising contractor, subject
7 to DEQ's right to disapprove under the terms and schedule specified above. DEQ approves Maul
8 Foster Alongi, Inc, as a qualified contractor for Defendant for purposes of this Consent Judgment.

9 (3) If, during the course of work required under this Consent Judgment, Defendant
10 proposes to change its supervising contractor, Defendant will notify DEQ in accordance with the
11 provisions of the preceding paragraph. DEQ may disapprove such contractor, under the terms and
12 schedule specified in the preceding paragraph.

13 C. DEQ Approvals

14 (1) Where DEQ review and approval is required for any plan or activity under this
15 Consent Judgment, Defendant may not proceed to implement the plan or activity prior to DEQ
16 approval. Any DEQ delay in granting or denying approval correspondingly extends the time for
17 completion by Defendant. Prior approval is not required in emergencies, provided Defendant
18 notifies DEQ immediately after the emergency and evaluates the impact of its actions.

19 (2) After review of any plan, report, or other item required to be submitted for DEQ
20 approval under this Consent Judgment, DEQ will: (a) approve the submission in whole or in part;
21 or (b) disapprove the submission in whole or in part, and notify Defendant of its deficiencies
22 and/or request modifications to cure the deficiencies.

23 (3) DEQ approvals, rejections, or identification of deficiencies will be given in
24 writing within the time specified in the SOW or as soon as practicable, and will state DEQ's
25 reasons with reasonable specificity.

26 (4) In the event of DEQ disapproval or request for modification of a submission,

1 Defendant will, within 30 days of receipt of the DEQ notice or such longer time as may be
2 specified in the notice, either correct the deficiencies and resubmit the revised report or other item
3 for approval, or invoke dispute resolution under Subsection 4.M.

4 (5) In the event of two deficient submittals of the same deliverable that are deficient
5 for the same reasons due to Defendant's failure in good faith to cure the original deficiency, DEQ
6 may modify the submission to cure the deficiency.

7 (6) In the event of approval or modification of a submission by DEQ, Defendant
8 will implement the action(s) required by the plan, report, or other item, as so approved or
9 modified.

10 D. Access to Property

11 (1) Defendant will allow DEQ to enter all portions of the Property owned by or
12 under the control of Defendant at all reasonable times for the purpose of overseeing Defendant's
13 performance under this Consent Judgment, including but not limited to: inspecting records relating
14 to work under this Consent Judgment; conducting such tests and taking such samples as DEQ
15 deems necessary, verifying data submitted to DEQ by Defendant; conducting periodic review; and
16 using camera, sound recording, or other recording equipment. DEQ will make available to
17 Defendant, upon Defendant's request, any photographs or recorded or videotaped material taken.

18 (2) Defendant will seek to obtain access to property not owned or controlled by
19 Defendant as necessary to perform the work required in this Consent Judgment, including access
20 by DEQ for purposes described in Paragraph 4.D.(1). DEQ may use its statutory authority to
21 obtain access to property on behalf of Defendant if DEQ determines that access is necessary and
22 that Defendant has exhausted all good faith efforts to obtain access.

23 E. Records

24 (1) In addition to those reports and documents specifically required under this
25 Consent Judgment, Defendant will provide to DEQ, within 10 days of DEQ's written request,
26 copies of Quality Assurance/Quality Control (QA/QC) memoranda and audits, raw data, final

1 plans, task memoranda, field notes (not made by or at the direction of Defendant's attorney), and
2 laboratory analytical reports relating to the work to be performed under this Consent Judgment.

3 (2) Defendant will preserve all records and documents in possession or control of
4 Defendant or its employees, agents, or contractors that relate in any way to activities under this
5 Consent Judgment for at least five years after certification of completion under Section 9. Upon
6 DEQ's request, Defendant will provide to DEQ, or make available for copying by DEQ, copies of
7 non-privileged records. For a period of 10 years after certification of completion, Defendant will
8 provide DEQ 60 days notice before destruction or other disposal of such records or documents.
9 Ten years after certification of completion, Defendant has no further obligation to preserve
10 documents or records.

11 (3) Subject to Paragraph 4.E.(4), Defendant may assert a claim of confidentiality
12 under the Oregon Public Records Law regarding any documents or records submitted to or copied
13 by DEQ pursuant to this Consent Judgment. DEQ will treat documents and records for which a
14 claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If
15 Defendant does not make a claim of confidentiality at the time the documents or records are
16 submitted to or copied by DEQ, the documents or records may be made available to the public
17 without notice to Defendant.

18 (4) Defendant will identify to DEQ (by addressor-addressee, date, general subject
19 matter, and distribution) any document, record, or item withheld from DEQ on the basis of
20 attorney-client or attorney work product privilege, except to the extent that such identifying
21 information is itself subject to a privilege. Attorney-client or work product privilege may not be
22 asserted with respect to any records required to be submitted under Paragraph 4.E.(1). DEQ
23 reserves its rights under law to obtain documents DEQ asserts are improperly withheld by
24 Defendant.

25 F. Notice and Samples

26 (1) Defendant will make every reasonable effort to notify DEQ of any excavation,

1 drilling, sampling, or other fieldwork to be conducted under this Consent Judgment at least five
2 working days before such activity, but in no event less than 24 hours before such activity. Upon
3 DEQ's verbal request, Defendant will make every reasonable effort to provide a split or duplicate
4 sample to DEQ or allow DEQ to take a split or duplicate of any sample taken by Defendant while
5 performing work under this Consent Judgment. DEQ will provide Defendant with copies of all
6 analytical data from such samples as soon as practicable.

7 (2) If DEQ conducts any sampling or analysis in connection with this Consent
8 Judgment, DEQ will, except in an emergency, make every reasonable effort to notify Defendant of
9 any excavation, drilling, sampling, or other fieldwork at least 72 hours before such activity. Upon
10 Defendant's verbal request, DEQ will make every reasonable effort to provide a split or duplicate
11 sample to Defendant or allow Defendant to take a split or duplicate of any sample taken by DEQ
12 and will provide Defendant with copies of all analytical data for such samples. Defendant will
13 provide DEQ with copies of all analytical data from such samples as soon as practicable.

14 G. Quality Assurance

15 (1) Defendant will conduct all sampling, sample transport, and sample analysis in
16 accordance with the QA/QC provisions approved by DEQ as part of the work plan. All plans
17 prepared and work conducted as part of this Consent Judgment must be consistent with DEQ's
18 *Environmental Cleanup Quality Assurance Policy* (DEQ10-LQ-0063-QAG). Defendant will make
19 every reasonable effort to ensure that each laboratory used by Defendant for analysis performs
20 such analyses in accordance with such provisions.

21 (2) If DEQ conducts sampling or analysis in connection with this Consent
22 Judgment, DEQ will conduct sampling, sample transport, and sample analysis in accordance with
23 the QA/QC provisions of the approved work plan. Upon written request, DEQ will provide
24 Defendant with copies of DEQ's records regarding such sampling, transport, and analysis.

25 H. Progress Reports

26 (1) Subject to ORS 465.315(3), all activities under this Consent Judgment must be

1 performed in accordance with all applicable federal, state, and local laws.

2 (2) All activities under this Consent Judgment must be performed in accordance
3 with any applicable federal, state, and local laws related to archeological objects and sites and their
4 protection. If archeological objects or human remains are discovered during any investigation,
5 removal, or remedial activity at the Property, Defendant will, at a minimum: (a) stop work
6 immediately in the vicinity of the find; (b) provide any notifications required by ORS 97.745 and
7 ORS 358.920; (c) notify the DEQ Project Manager within 24 hours of the discovery; and (d) use
8 best efforts to ensure that Defendant and its employees, contractors, counsel, and consultants keep
9 the discovery confidential, including but not limited to refraining from contacting the media or any
10 third party or otherwise sharing information regarding the discovery with any member of the
11 public. Any project delay caused by the discovery of archeological object or human remains is a
12 Force Majeure under Subsection 4.L.

13 I. Other Applicable Laws

14 (1) DEQ will submit to Defendant a monthly invoice of costs on or after January 1,
15 2020 in connection with development and approval of this Consent Judgment and any activities
16 related to the oversight and periodic review of Defendant's implementation of this Consent
17 Judgment. Each invoice must include a summary of costs billed to date.

18 (2) DEQ oversight costs payable by Defendant include direct and indirect costs.
19 Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs actually and
20 reasonably incurred by DEQ under ORS 465.200 *et seq.* DEQ's direct cost summary must include a
21 Land Quality Division ("LQD") direct labor summary showing the persons charging time, the
22 number of hours, and the nature of work performed. Indirect costs include those general
23 management and support costs of DEQ and of the LQD allocable to DEQ oversight under this
24 Consent Judgment and not charged as direct, site-specific costs. Indirect charges are based on actual
25 costs and applied as a percentage of direct personal services costs. DEQ will maintain work logs,
26 payroll records, receipts, and other documents to document work performed and expenses incurred

1 under this Consent Judgment and, upon request, will provide copies of such records to Defendant.

2 (3) Within 30 days of receipt of DEQ's invoice, Defendant will pay the amount of
3 costs billed by check payable to the "State of Oregon, Hazardous Substance Remedial Action
4 Fund," or invoke dispute resolution under Subsection 4.M. After 30 days, any unpaid amounts that
5 are not the subject of pending dispute resolution, or that have been determined owing after dispute
6 resolution, become a liquidated debt collectible under ORS 293.250 or other applicable law.

7 (4) Defendant will pay simple interest of 9% per annum on the unpaid balance of
8 any DEQ oversight costs, which interest will begin to accrue at the end of the 30-day payment
9 period, unless dispute resolution has been invoked. Interest on any amount disputed under
10 Subsection 4.M will begin to accrue 30 days from final resolution of any such dispute.

11 J. Reimbursement of DEQ Costs

12 (1) If any event occurs that is beyond Defendant's reasonable control and that
13 causes or might cause a delay or deviation in performance of the requirements of this Consent
14 Judgment despite Defendant's reasonable efforts ("Force Majeure"), Defendant will promptly,
15 upon learning of the event, notify DEQ's Project Manager verbally of the cause of the delay or
16 deviation, its anticipated duration, the measures that have been or will be taken to prevent or
17 minimize the delay or deviation, and the timetable by which Defendant proposes to carry out such
18 measures. Defendant will confirm in writing this information within five working days of the
19 verbal notification. Failure to comply with these notice requirements precludes Defendant from
20 asserting Force Majeure for the event and for any additional delay caused by the event.

21 (2) If Defendant demonstrates to DEQ's satisfaction that the delay or deviation has
22 been or will be caused by Force Majeure, DEQ will extend times for performance of related
23 activities under this Consent Judgment as appropriate. Circumstances or events constituting Force
24 Majeure might include but not be limited to acts of God, unforeseen strikes or work stoppages,
25 unanticipated site conditions, fire, explosion, riot, sabotage, war, and delays in receiving a
26 governmental approval or permit. Normal inclement weather, increased cost of performance or

1 changed business or economic circumstances may not be considered Force Majeure.

2 K. Force Majeure

3 (1) Except as provided in Paragraph 4.M.(4), if Defendant disagrees with DEQ
4 regarding any matter relating to this Consent Judgment, Defendant will promptly notify DEQ in
5 writing of its objection. DEQ and Defendant then will make a good-faith effort to resolve the
6 disagreement within 14 days of Defendant's written objection. At the end of the 14-day period,
7 DEQ will provide Defendant with a written statement of its position from DEQ's Western Region
8 Cleanup Manager. If Defendant still disagrees with DEQ's position, then Defendant, within
9 14 days of receipt of DEQ's position from the Region Cleanup Manager, will provide Defendant's
10 position and rationale in writing to DEQ's Western Region Administrator. The Region
11 Administrator may discuss the disputed matter with Defendant and, in any event, will provide
12 Defendant with DEQ's final position in writing as soon as practicable after receipt of Defendant's
13 written position.

14 (2) If Defendant refuses or fails to follow DEQ's final position pursuant to Paragraph
15 4.M.(1), and DEQ seeks to enforce its final position, the Parties, subject to Subsection 2.A. and
16 Section 7, are entitled to such rights, remedies, and defenses as are provided by applicable law.

17 (3) During the pendency of any dispute resolution under this subsection, the time
18 for completion of work or obligations affected by such dispute is extended for a period of time not
19 to exceed the actual time taken to resolve the dispute. Elements of work or obligations not
20 affected by the dispute must be completed in accordance with the applicable schedule.

21 (4) Dispute resolution under this subsection does not apply to DEQ approval or
22 modification of the remedial design/remedial action work plan required under the SOW, which
23 approval or modification is nonetheless subject to Subsection 4.C.

24 L. Dispute Resolution

25 (1) If Defendant fails to comply with this Consent Judgment, DEQ may seek civil
26 penalties under ORS 465.900 and enforcement of this Consent Judgment by this Court. If DEQ

1 seeks enforcement of this Consent Judgment by this Court, DEQ may seek monetary sanctions,
2 such as civil penalties, only if DEQ has not assessed and collected any civil penalties under
3 ORS 465.900 regarding the same violation.

4 (2) Subject to Section 2, Defendant does not admit any liability, violation of law,
5 factual or legal findings, conclusions, or determinations asserted in this Consent Judgment.

6 (3) Nothing in this Consent Judgment is intended to create any cause of action in
7 favor of any person not a party to this Consent Judgment.

8 (4) Subject to Paragraph 2.A.(4) and Section 7, nothing in this Consent Judgment
9 prevents DEQ, the State of Oregon, or Defendant from exercising any rights each might have
10 against any person not a party to this Consent Judgment.

11 (5) If for any reason the Court declines to approve this Consent Judgment in the
12 form presented, this settlement is voidable at the sole discretion of any Party and the terms of the
13 settlement may not be used in evidence in any litigation among or against the Parties.

14 (6) DEQ and Defendant intend for this Consent Judgment to be construed as a
15 judicially-approved settlement by which Defendant has resolved its liability to the State of Oregon,
16 within the meaning of Section 113(f)(2) of the Comprehensive Environmental Response,
17 Compensation and Liability Act (CERCLA), 42 U.S.C. § 9613(f)(2), regarding Matters Addressed,
18 and for Defendant not to be liable for claims for contribution regarding Matters Addressed to the
19 extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2).

20 (7) Unless specified otherwise, the use of the term "days" in this Consent Judgment
21 means calendar days.

22 (8) This Consent Judgment is void and of no effect if Defendant does not complete
23 acquisition of the Property by September 1, 2021.

24 M. Effect of Consent Judgment

25 (1) Defendant will indemnify and hold harmless the State of Oregon and its
26 commissions, agencies, officers, employees, contractors, and agents from and against any and all

1 claims arising from acts or omissions related to this Consent Judgment of Defendant or its officers,
2 employees, contractors, agents, receivers, trustees, or assigns. DEQ may not be considered a party
3 to any contracts made by Defendant or its agents in carrying out activities under this Consent
4 Judgment.

5 (2) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and
6 by the Oregon Tort Claims Act, the State of Oregon will indemnify and hold harmless Defendant
7 and its respective officers, employees, contractors, and agents, and indemnify the foregoing, from
8 and against any and all claims arising from acts or omissions related to this Consent Judgment of
9 the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents
10 (except for acts or omissions constituting approval or disapproval of any activity of Defendant
11 under this Consent Judgment). Defendant may not be considered a party to any contract made by
12 DEQ or its agents in carrying out activities under this Consent Judgment.

13 (3) Before commencing any on-site work under this Consent Judgment, Defendant
14 will obtain and maintain for the duration of this Consent Judgment comprehensive general liability
15 and automobile insurance with limits of \$2 million, combined single limit per occurrence, naming
16 as an additional insured the State of Oregon. Upon DEQ request, Defendant will provide DEQ a
17 copy or other evidence of the insurance. If Defendant demonstrates by evidence satisfactory to
18 DEQ that its contractor(s) or subcontractor(s) maintain equivalent coverage, or coverage for the
19 same risks but in a lesser amount or for a lesser term, Defendant may provide only that portion of
20 the insurance that is not maintained by its contractor(s) or subcontractor(s).

21 N. Indemnification and Insurance

22 This Consent Judgment is binding on the Parties and their respective successors,
23 agents, and assigns. The undersigned representative of each party certifies that he or she is fully
24 authorized to execute and bind such party to this Consent Judgment. No change in ownership,
25 corporate, or partnership status relating to the Property in any way alters Defendant's obligations
26 under this Consent Judgment, unless otherwise approved in writing by DEQ.

1 O. Parties Bound

2 DEQ and Defendant may modify this Consent Judgment by written agreement,
3 subject to approval by this Court. DEQ and Defendant may modify the SOW or a work plan
4 without having to obtain court approval, provided the modification is consistent with the ROD.

5 P. Modification

6 Within 14 days of entry of this Consent Judgment by the Court, Defendant will
7 submit a copy or original of this Consent Judgment (whichever is required by the county) to be
8 recorded in the real property records of Yamhill County, Oregon. Defendant will provide DEQ
9 with written evidence of such recording within seven days of recording.

10 Q. Recording

11 Each Party designates in Exhibit E the name and address of an agent authorized to
12 accept service of process by mail on behalf of the Party with respect to any matter relating to this
13 Consent Judgment. Each Party agrees to accept service in such manner, and waives any other
14 service requirements set forth in the Oregon Rules of Civil Procedure or local rules of this Court.
15 The Parties agree that Defendant need not file an answer to the complaint in this action unless or
16 until the Court expressly declines to approve this Consent Judgment.

17 5. Releases from Liability and Covenant Not to Sue

18 A. Pursuant to ORS 465.327(3), this Consent Judgment is a “prospective purchaser
19 agreement” entered as a judicial consent judgment in accordance with ORS 465.325. Thus, this
20 Consent Judgment contains related but independent liability provisions pursuant to both
21 ORS 465.327 and 465.325. The ORS 465.327 liability provisions are set forth below in
22 Subsections 5.B. and 6.B. The ORS 465.325 liability provisions are set forth below in Subsections
23 5.D., 6.A., and 6.C. In addition to these state law provisions, this Consent Judgment may affect
24 Defendant’s rights and liabilities under federal and other laws, as described in Paragraph 4.N.(6)
25 and Subsection 5.E.

26 B. Pursuant to ORS 465.327, and subject to Subsection 5.C. and the satisfactory

1 performance by Defendant of its obligations under this Consent Judgment, Defendant is not liable
2 to the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640, or 468B.310
3 regarding Existing Hazardous Substance Releases. Defendant bears the burden of proving by a
4 preponderance of the evidence that a hazardous substance release (for all hazardous substances,
5 hazardous materials, and oil described in Paragraph 2.B.(3)) existed as of the date of Defendant's
6 acquisition of ownership or operation of the Property.

7 C. The release from liability under Subsection 5.B. does not affect liability of Defendant
8 for claims arising from:

9 (1) A release of hazardous substances, spill or release of oil or hazardous material,
10 or entry of oil into the waters of the state at or from the Property on or after the date of Defendant's
11 acquisition of ownership or operation of the Property;

12 (2) Contribution to or exacerbation, on or after the date of Defendant's acquisition
13 of ownership or operation of the Property, of a release of hazardous substance, spill or release of
14 oil or hazardous material, or entry of oil into the waters of the state at or from the Property;

15 (3) Interference or failure to cooperate, on or after the date of Defendant's
16 acquisition of ownership or operation of the Property, with DEQ or other persons conducting
17 remedial measures under DEQ's oversight at the Property;

18 (4) Failure to exercise due care or take reasonable precautions, on or after the date
19 of Defendant's acquisition of ownership or operation of the Property, with respect to any
20 hazardous substance at the Property;

21 (5) Disposal or management of hazardous substances or solid waste removed from
22 the Property by or on behalf of Defendant;

23 (6) Criminal liability;

24 (7) Violation of federal, state, or local law on or after the date of Defendant's
25 acquisition of ownership or operation of the Property;

26 (8) Any matters as to which the State of Oregon is owed indemnification under

1 Paragraph 4.O.(1); and

2 (9) Claims based on any failure by Defendant to meet any requirements of this
3 Consent Judgment.

4 D. Pursuant to ORS 465.325, subject to satisfactory performance by Defendant of its
5 obligations under this Consent Judgment, the State of Oregon covenants not to sue or take any
6 other judicial or administrative action against Defendant under ORS 465.200 to 465.545 and
7 465.900 regarding Matters Addressed, except that the State of Oregon reserves all rights against
8 Defendant with respect to claims and liabilities described in Subsection 5.C.

9 E. Subject to satisfactory performance by Defendant of its obligations under this
10 Consent Judgment, DEQ releases Defendant from liability to DEQ under any federal or state
11 statute, regulation, or common law, including but not limited to the Comprehensive Environmental
12 Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq.*, regarding the
13 release or threatened release of hazardous substances addressed in this Consent Judgment, except
14 that DEQ reserves all rights against Defendant with respect to claims and liabilities described in
15 Subsection 5.C.

16 6. Third-Party Actions

17 F. This Consent Judgment is a judicially-approved settlement within the meaning of
18 ORS 465.325(6)(b), pursuant to which Defendant has resolved its liability to the State of Oregon
19 and is not liable for claims for contribution regarding Matters Addressed.

20 G. Subject to the satisfactory performance by Defendant of its obligations under this
21 Consent Judgment, Defendant is not liable to any person under ORS 465.200 to 465.545, 466.640,
22 or 468B.310 regarding Existing Hazardous Substance Releases.

23 H. Subject to Section 7, Defendant may seek contribution in accordance with ORS
24 465.325(6)(c)(B).

25 7. Defendant Waivers

26 I. Defendant waives any claim or cause of action it might have against the State of

1 Oregon regarding Existing Hazardous Substance Releases, provided Defendant reserves all rights
2 concerning the obligations of DEQ under this Consent Judgment.

3 J. Defendant waives any rights it might have under ORS 465.260(7) and 465.325(2) to
4 seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site
5 Account for costs incurred under this Consent Judgment or related to the Property.

6 8. Benefits and Burdens Run with the Land

7 K. Pursuant to ORS 465.327(5), the benefits and burdens of this Consent Judgment run
8 with the land, provided the releases from liability and covenant not to sue set forth in Section 5
9 limit or otherwise affect the liability only of persons who: (1) are not potentially liable under
10 ORS 465.255, 466.640, or 468B.310 for Existing Hazardous Substance Releases; and (2) expressly
11 assume in writing, and are bound by, the terms of this Consent Judgment applicable to the Property
12 as of the date of their acquisition of ownership or operation.

13 L. Upon transfer of ownership of the Property, or any portion of the Property, from
14 Defendant to another person or entity, Defendant and the new owner will provide written notice to
15 the DEQ Project Manager within 10 days after the transfer. No change in ownership of the
16 Property or the corporate or partnership status of Defendant in any way alters Defendant's
17 obligations under this Consent Judgment, unless otherwise approved in writing by DEQ.

18 9. Certification of Completion

19 M. Upon Defendant's completion of work in accordance with the SOW, Defendant will
20 submit a final closeout report to DEQ signed both by an Oregon-registered professional engineer
21 and Defendant's Project Manager certifying that the remedial action for the Site has been
22 completed in accordance with this Consent Judgment. The report must summarize the work
23 performed and include all necessary supporting documentation.

24 N. DEQ will preliminarily determine whether the remedial action has been performed for
25 the Property and all oversight costs and penalties have been paid in accordance with this Consent
26 Judgment. Upon a preliminary determination that the remedial action for the Property has been

1 satisfactorily performed and all costs and penalties paid, DEQ will provide public notice and
2 opportunity to comment on a proposed certification decision in accordance with ORS 465.320 and
3 465.325(10)(b). After consideration of public comment, and within 90 days after receiving
4 Defendant's closeout report, the Director of DEQ will issue a final certification decision. The
5 certification decision will subsequently be submitted by DEQ to this Court. A certification of
6 completion of the remedial action does not affect Defendant's remaining obligations under this
7 Consent Judgment or for implementation of measures necessary to long- term effectiveness of the
8 remedial action or productive reuse of the Property.

9 10. Continuing Jurisdiction

10 This Court retains jurisdiction over the Parties and the subject matter of this Consent
11 Judgment.

Signed: 5/7/2021 04:45 PM



Circuit Court Judge Jennifer K. Chapman

1 STATE OF OREGON, DEPARTMENT OF ENVIRONMENTAL QUALITY

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4 By: Lydia Emer
Lydia Emer
5 Administrator, Land Quality Division

Date: 05/05/2021

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7

8 By: _____
Gary Vrooman, OSB No. 075832
Assistant Attorney General
9 Oregon Department of Justice
10 100 SW Market
Portland, OR 97201
11 Attorney for DEQ

Date: _____

12

13 BALDING BUFFALO, LLC

14

15 By: Brian Williamson
Brian Williamson (May 5, 2021 15:41 PDT)
16 Brian Williamson
17 Member

Date: 05/05/2021

18

19 By: James C. Brown
James C. Brown (May 5, 2021 15:44 PDT)
James C. Brown, OSB No.860202
20 PO Box 31,
Marylhurst, OR 97036
21 Attorney for BALDING BUFFALO, LLC

Date: 05/05/2021

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23

24

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1 STATE OF OREGON, DEPARTMENT OF ENVIRONMENTAL QUALITY

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By: _____
Lydia Emer
Administrator, Land Quality Division

Date: _____

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7

By: /s/ Gary Vrooman
Gary Vrooman, OSB No. 075832
Assistant Attorney General
Oregon Department of Justice
100 SW Market
Portland, OR 97201
Attorney for DEQ

Date: May 7, 2021

8

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13 BALDING BUFFALO, LLC

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15

By: _____
Brian Williamson
Member

Date: _____

16

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18

19

By: _____
James C. Brown, OSB No.860202
PO Box 31,
Marylhurst, OR 97036
Attorney for BALDING BUFFALO, LLC

Date: _____

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CERTIFICATE OF COMPLIANCE with UTCR 5.100

The Parties to this to this action have stipulated to and approved of the Consent Judgment pursuant to ORS 465.325 and ORS 465.327.

This proposed order or judgment is ready for judicial signature because:

1. Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.

2. Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.

3. I have served a copy of this order or judgment on all parties entitled to service and:

a. No objection has been served on me.

b. I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.

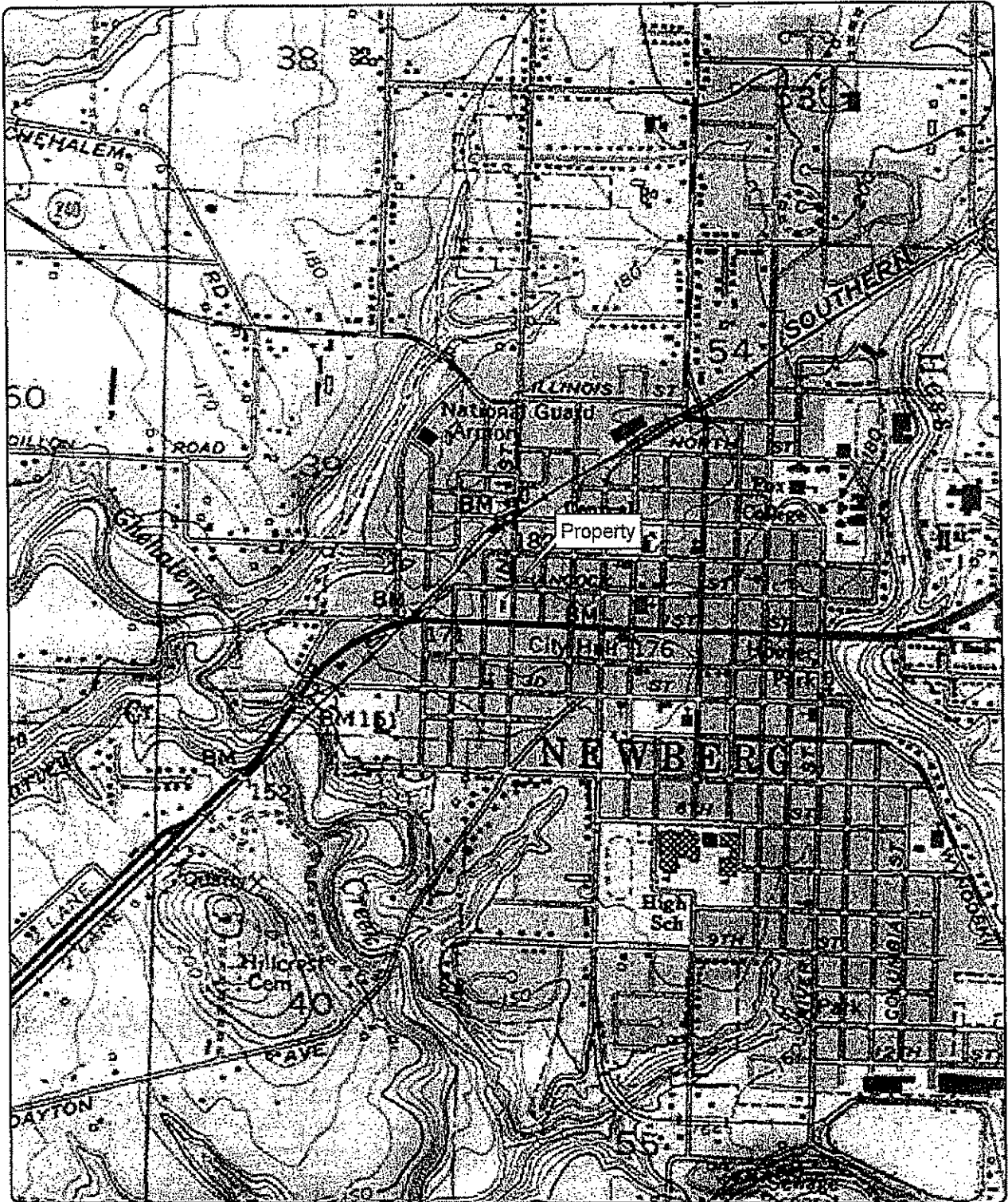
c. After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.

4. The relief sought is against an opposing party who has been found in default.

5. An order of default is being requested with this proposed judgment.

6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

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Source: US Geological Survey (1990) 7.5-minute topographic quadrangle: Newberg
 Section 19, Township 3 South, Range 2 West
 Property boundary obtained from Yamhill County GIS.

Legend

 Property Boundary (approximate)

Figure 1-1
Property Location

105 N- Main Street
 Newberg, Oregon

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 p. 971 544 2139 | www.maulfoster.com

This product is for informational purposes and may not have been prepared for use as a substitute for legal, engineering or surveying purposes. Users of this information should recognize that the primary data and information sources to ascertain the utility of the information.



EXHIBIT B
PROPERTY LEGAL DESCRIPTION

Real property at 105 N Main Street, Newberg, in the County of Yamhill, State of Oregon, composed of Tax Lots 5400 and 5500, described as follows:

PARCEL 1:

Lots 1 and 2 and the south half of Lot 3, Block 12, HURLEY AND LARGE'S ADDITION to Newberg, in Yamhill County, Oregon.

PARCEL 2:

North half of Lot 3, Block 12, HURLEY AND LARGE'S ADDITION to Newberg, in Yamhill County, Oregon

Yamhill County Official Records	202019847
DMR-EDMR	11/04/2020 10:35:00 AM
Str=3 SUTTONS	
7Pgs \$35.00 \$11.00 \$5.00 \$60.00	\$111.00
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Brian Van Bergen - County Clerk	

Space above this line for Recorder's use.

After recording, return to:

Grantee
Oregon DEQ
165 E. 7th Avenue, Suite 100
Eugene, OR 97405
Attention: Bryn Thoms

Grantor
J. L. Investments, LLC
23950 NE Larkins Rd.
Newberg, OR 97132
Attn: Jeff Lane

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes ("EES") is made on October 9, 2020, between J.L. Investments, LLC ("Grantor") and the State of Oregon, acting by and through the Oregon Department of Environmental Quality ("DEQ" or "Grantee").

RECITALS

A. Grantor is the owner of certain real property located at 105 Main Street, Newberg, Oregon 97132, and consists of Tax Lot 5400 located on Yamhill County Sec 19, T. 3S, R. 2W, WM (hereinafter referred to as the "Property"), the location of which is more particularly described in Attachment A to this EES. The Property is referenced under the name J.L. Investments, LLC, [ECSE #6414] in the files of DEQ's Environmental Cleanup Program at the Western Region office located at 165 E 7th Ave, Eugene, OR 97401-3049, and telephone 541-686-7838. Interested parties may contact the Western Region office to review a detailed description of the risks from contamination remaining at the Property and described in Maul Foster Alongi's November 13, 2019 *Phase I Environmental Site Assessment: 105 Main Street, Newberg, Oregon*.

B. Historic releases of lead inside the building, as well as gasoline range petroleum hydrocarbons in the soil and 1,2-dichloroethane and gasoline range hydrocarbons in the groundwater at the Property resulted in contamination of on-site soil and groundwater by hazardous substances.

C. Grantor acquired the Property pursuant to the terms of a Statutory Bargain And Sale Deed between Grantor and Jeffrey L. Lane and Jacqueline M. Lane on December 8, 2010. On December 19, 2019, Grantor applied for a Prospective Purchaser's Agreement (PPA) with the DEQ, which DEQ intends to enter. The PPA requires institutional controls at the Property and DEQ oversight.

D. The provisions of this Easement and Equitable Servitude are intended to implement the PPA and thereby protect human health and the environment.

3594710
FIRST AMERICAN TITLE

E. Nothing in this Easement and Equitable Servitude constitutes an admission by Grantor of any liability for the contamination described in the Easement and Equitable Servitude.

1. DEFINITIONS

- 1.1 "Acceptable risk level" has the meaning set forth in Oregon Revised Statute (ORS) 465.315 and Oregon Administrative Rule (OAR) 340-122-0115.
- 1.2 "Beneficial use" has the meaning set forth in OAR 340-122-0115.
- 1.3 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor, or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.
- 1.4 "Ecological receptor" has the meaning set forth in OAR 340-122-0115.
- 1.5 "Engineering control" has the meaning set forth in OAR 340-122-0115
- 1.6 "Hazardous substance" has the meaning set forth in ORS 465.200
- 1.7 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, but excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.
- 1.8 "Remedial Action" has the meaning set forth in ORS 465.200 and OAR 340-122-0115.

2. GENERAL DECLARATION

2.1 Grantor grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property is now subject to and must in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this EES.

2.2 Each condition and restriction set forth in this EES touches and concerns the Property and the equitable servitudes granted in Section 3 and easement granted in Section 4 below, runs with the land for all purposes, is binding upon all current and future owners of the Property as set forth in this EES, and inures to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this EES.

3. EQUITABLE SERVITUDES (REQUIRED ACTIONS AND RESTRICTIONS ON USE)

3.1 **Groundwater Use Restrictions.** Owner may not extract through wells or by other means, or use the groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities approved by DEQ, or temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must

conduct a waste determination on any groundwater extracted during such monitoring, treatment, or dewatering activities, and handle, store, and manage wastewater according to applicable laws.

3.2 **Land Use Restrictions.** Residential buildings or uses are prohibited on the Property without prior notice to and approval by DEQ.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

5. RELEASE OF RESTRICTIONS

5.1 Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

5.2 Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

6. GENERAL PROVISIONS

6.1 **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2 **Zoning Changes.** Owner must notify DEQ no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Yamhill County zoning code or any successor code. As of the date of this EES, the base zone of the Property is General Commercial.

6.3 **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4 **Conformance and Reporting.** Owner will immediately notify DEQ of any condition or occurrence at the Property that does not conform with provisions of this EES. Owner will maintain documentation of any dewatering and waste characterization conducted at the Property and should provide the documentation to DEQ upon request. Reports provided to DEQ in response to this notification must include sufficient detail to allow DEQ to determine compliance with EES requirements, and include a photographic log supporting the report's narrative.

6.5 **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.6 **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.7 **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may enforce this EES as provided in the Consent Judgment or seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

6.8 **IN WITNESS WHEREOF** Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

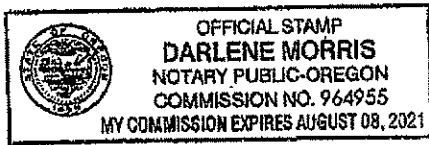
BY SIGNATURE BELOW, THE STATE OF OREGON APPROVES AND ACCEPTS THIS CONVEYANCE PURSUANT TO ORS 93.808.

GRANTOR: J.L. Investments, LLC

By: Jeffrey L. Lane Date: 11/03/20
Jeffrey L. Lane, Member

STATE OF OREGON)
County of Yamhill) ss.

The foregoing instrument is acknowledged before me this 2nd day of October 2020, by Jeffrey Lane of J.L. Investments, LLC, on its behalf.



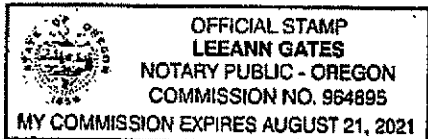
Darlene Morris
NOTARY PUBLIC FOR OREGON
My commission expires: 8-8-2021

GRANTEE: State of Oregon, Department of Environmental Quality

By: Michael E. Kucinski Date: 10/09/2020
Michael E. Kucinski, Manager
Western Region Cleanup and Emergency Response

STATE OF OREGON)
County of Lane) ss.

The foregoing instrument is acknowledged before me this 9th day of October 2020, by Michael E. Kucinski of the Oregon Department of Environmental Quality, on its behalf.



LeeAnn Gates
NOTARY PUBLIC FOR OREGON
My commission expires: August 21, 2021

EXHIBIT A

Legal Description of the Property

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

Lots 1 and 2 and the South half of Lot 3, Block 12, HURLEY AND LARGE'S ADDITION to Newberg, in Yamhill County, Oregon.

EXHIBIT B

**NOTICE OF TRANSFER OF PROPERTY
AND ASSIGNMENT AND ASSUMPTION OF
J.L. Investments, LLC's
RESPONSIBILITIES UNDER
THE EASEMENT AND EQUITABLE SERVITUDES FOR TAX LOT 5400**

TO _____
Oregon Department of Environmental
700 NE Multnomah Street, Suite 600
Portland, OR 97232-4100

This Notice of Transfer of Property and Assignment and Assumption of the 1495 Industrial Way, LLC's Responsibilities Under the EASEMENT AND EQUITABLE SERVITUDE for TAX LOT 5400 ["Notice"] is made by the undersigned and is given pursuant to SECTION 6.1 of the EASEMENT AND EQUITABLE SERVITUDES between the J.L. Investments, LLC and the Oregon Department of Environmental Quality ("DEQ").

The undersigned Seller and Buyer hereby notify DEQ that Buyer will be acquiring the real property described in Attachment A to the EASEMENT AND EQUITABLE SERVITUDES for Tax Lot 5400 the ("Property").

By its signature below, Buyer hereby confirms that it assumes and agrees to be bound by the applicable terms of the *Easement and Equitable Servitudes* for Tax Lot 5400 as of the date of its acquisition of ownership or operation of the Property. As a result of such assumption, Buyer shall assume the burdens and obtain the benefits of the *Consent Judgment*, including but not limited to the release from liability described in Subsection 5. B. of the *General Judgment*. Buyer recognizes that the release from liability set forth in Subsection 5.B. of the *General Judgment* will not limit, release, or affect Buyer's liability if Buyer is potentially liable under ORS 465.255 for a release of hazardous substances at the Property as of the date Buyer acquires ownership or operation of the Property.

This Notice is executed by Seller and Buyer as of the ____ day of _____, 20__.

SELLER:
J.L. INVESTMENTS, LLC

BUYER:

_____, Member

EXHIBIT D

REMEDIAL ACTION SCOPE OF WORK 105 N. MAIN STREET TAX LOT R3219AB 05400, NEWBERG, OREGON

1. INTRODUCTION

Maul Foster & Alongi, Inc. (MFA) conducted lead wipe sampling at the Property in September 2019 to determine whether lead dust was present on floors or walls at concentrations that present a threat to human health, and, if present, to determine if additional cleaning or encapsulation with paint or other media is warranted to protect future occupants from harmful exposure to lead. The scope of the assessment included a lead acid battery drop-off area (Area 1) and a battery maintenance/storage area (Area 2). Lead wipe sampling results in Area 1 warrant cleaning of the floor six feet from the wall to protect future workers who may occupy the building. Because lead wipe sampling results in Area 2 approached the screening value, MFA recommended precautionary cleaning six feet from the wall to protect future workers who may occupy the building.

2. OBJECTIVE

Clean floor surfaces in Areas 1 and 2 to reduce lead concentrations below the surface screening goal of forty micrograms per square foot ($\mu\text{g}/\text{ft}^2$).

3. DESCRIPTION OF REMEDIAL ACTION

Floor cleaning will be conducted consistent with the following protocols:

1. Ensure workers who conduct cleaning are properly informed, trained and equipped to safely manage lead exposure during the cleaning process. Specific protocols will be established and employed.
2. Control access to the building interior during cleaning with the use of warning signs, barrier tape, or other effective methods to prevent unauthorized entry.
3. Establish a worker decontamination area at the building entrance/exit. The area will be large enough to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area (as determined by visible accumulations). Workers will wipe and/or high-efficiency particulate air (HEPA) vacuum visible debris from the exterior of re-usable equipment and protective clothing before exiting the work area.
4. Clean the floor in Areas 1 and 2 with a high-efficiency particulate air (HEPA) vacuum and brush attachment.

5. After HEPA vacuuming, use a "two-bucket" system to clean the areas. The first bucket should contain clean rinse water and the second bucket should contain a detergent solution. Dip a sponge or rag into the rinse water and then into the detergent solution, and then wipe the floor. After wiping a small area, rinse the sponge or rag in the first bucket before dipping into the second bucket containing the detergent solution and repeating the process until Areas 1 and 2 are clean. Neither the sponge/rag nor water will require special disposal considerations after the cleaning is complete.
6. As a precautionary measure, apply a protective coating to encapsulate residual lead.
7. Personnel will keep a record to document the cleaning process. The record should include the names of personnel conducting the cleaning, the areas cleaned, the cleaning methods, important observations, and representative photographs.
8. Conduct a post-cleaning assessment to document cleaning effectiveness. The assessment will include:
 - a. A review of cleaning records and an interview with representative cleaning personnel.
 - b. A visual inspection of Area 1 and Area 2. Surfaces with obvious visible residue that can be removed with brushing, wiping and/or HEPA vacuuming should be cleaned before conducting wipe sampling.
 - c. Wipe sampling of representative and randomly selected areas consistent with the protocols from previous wipe sampling. Sampling will include two samples from Area 1 in addition to one blank for quality assurance purposes.
 - d. Once the cleaning and post-cleaning analytical results indicate residual lead concentrations are less than less than forty $\mu\text{g}/\text{ft}^2$ a Closeout Report will be prepared and submitted to DEQ.
9. Apply a protective coating or consider additional cleaning if post-cleaning sampling results exceed the surface screening goal. Repeat the post-cleaning assessment until results demonstrate that surfaces are sufficiently clean and below the lead screening goal of forty $\mu\text{g}/\text{ft}^2$

4. SCHEDULE

Schedule details will be established following property acquisition and reported to DEQ prior to remedial action implementation. The work will be completed within 18 months of the issuance of the Prospective Purchaser Agreement.

5. REMEDIAL ACTION DELIVERABLES

5.1. Remedial Action Work Plan (RAP)

This Consent Judgment Scope of Work outlines the planned remedial action; no additional documentation is warranted.

5.2. Progress Communications

DEQ will be provided a two-week advance notice on the planned remedial action start date.

5.3. Project Completion Report

A Final Closeout Report will be issued to DEQ which will include, as appropriate:

1. A detailed description of the Remedial Action work conducted and certification by a certified industrial hygienist that the work was performed in accordance with approved plans
2. Explanation of any modifications to the approved plans and why these modifications were necessary
3. Sampling and testing results
4. The Report will be signed by an Oregon registered professional engineer and the Defendant's Project Manager certifying the remedial action for the Property has been completed in accordance with the Consent Judgment.

Exhibit E – Service List

For Plaintiff:

Gary Vrooman, OSB No. 075832
Assistant Attorney General
Oregon Department of Justice
100 SW Market St.
Portland, OR 97201-5702

For Defendant:

James C Brown, OSB No. 860202
James C. Brown & Associates, P.C.
PO Box 31
Marylhurst, OR 97036

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CERTIFICATE OF SERVICE

I certify that on May 7, 2021, I served a true copy of the foregoing of COMPLAINT and CONSENT JUDGMENT in BALDING BUFFALO, LLC, upon the party hereto by the method indicated below, and addressed to the following:

James C. Brown
PO Box 31
Marylhurst, OR 97036
Attorney for Balding Buffalo, LLC

Hand Delivery
 Mail Delivery
 Overnight Mail
 E-Mail

/s/ Gary Vrooman

Gary Vrooman, OSB #075832
Assistant Attorney General
Of Attorneys for Plaintiff
Department of Justice
100 SW Market Street
Portland, OR 97201
Phone: 971-673-1878
Fax: 971-673-1886
gary.l.vrooman@doj.state.or.us

Yamhill County Official Records	202019847
DMR-EDMR	
Str=3 SUTTONS	11/04/2020 10:35:00 AM
7Pgs \$35.00 \$11.00 \$5.00 \$60.00	\$111.00
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Brian Van Bergen - County Clerk	

Space above this line for Recorder's use.

After recording, return to:

Grantee
Oregon DEQ
165 E. 7th Avenue, Suite 100
Eugene, OR 97405
Attention: Bryn Thoms

Grantor
J. L. Investments, LLC
23950 NE Larkins Rd.
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C. Grantor acquired the Property pursuant to the terms of a Statutory Bargain And Sale Deed between Grantor and Jeffrey L. Lane and Jacqueline M. Lane on December 8, 2010. On December 19, 2019, Grantor applied for a Prospective Purchaser's Agreement (PPA) with the DEQ, which DEQ intends to enter. The PPA requires institutional controls at the Property and DEQ oversight.

D. The provisions of this Easement and Equitable Servitude are intended to implement the PPA and thereby protect human health and the environment.

FIRST AMERICAN TITLE 3594710

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6.8 **IN WITNESS WHEREOF** Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

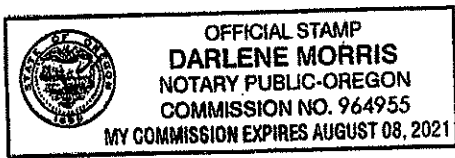
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GRANTOR: J.L. Investments, LLC

By: Jeffrey L. Lane Date: 11/03/20
Jeffrey L. Lane, Member

STATE OF OREGON)
County of Yamhill) ss.

The foregoing instrument is acknowledged before me this 2nd day of October 2020, by Jeffrey Lane of J.L. Investments, LLC, on its behalf.



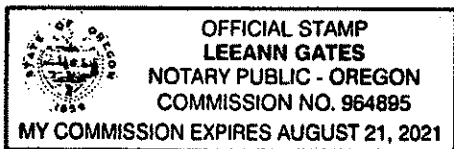
[Signature]
NOTARY PUBLIC FOR OREGON
My commission expires: 8-8-2021

GRANTEE: State of Oregon, Department of Environmental Quality

By: Michael E. Kucinski Date: 10/09/2020
Michael E. Kucinski, Manager
Western Region Cleanup and Emergency Response

STATE OF OREGON)
County of Lane) ss.

The foregoing instrument is acknowledged before me this 9th day of October 2020, by Michael E. Kucinski of the Oregon Department of Environmental Quality, on its behalf.



LeeAnn Gates
NOTARY PUBLIC FOR OREGON
My commission expires: August 21, 2021

EXHIBIT A

Legal Description of the Property

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

Lots 1 and 2 and the South half of Lot 3, Block 12, HURLEY AND LARGE'S ADDITION to Newberg, in Yamhill County, Oregon.

EXHIBIT B

**NOTICE OF TRANSFER OF PROPERTY
AND ASSIGNMENT AND ASSUMPTION OF
J.L Investments, LLC's
RESPONSIBILITIES UNDER
THE EASEMENT AND EQUITABLE SERVITUDES FOR TAX LOT 5400**

TO _____

Oregon Department of Environmental
700 NE Multnomah Street, Suite 600
Portland, OR 97232-4100

This Notice of Transfer of Property and Assignment and Assumption of the 1495 Industrial Way, LLC's Responsibilities Under the EASEMENT AND EQUITABLE SERVITUDE for TAX LOT 5400 ["Notice"] is made by the undersigned and is given pursuant to SECTION 6.1 of the EASEMENT AND EQUITABLE SERVITUDES between the J.L. Investments, LLC and the Oregon Department of Environmental Quality ("DEQ").

The undersigned Seller and Buyer hereby notify DEQ that Buyer will be acquiring the real property described in Attachment A to the EASEMENT AND EQUITABLE SERVITUDES for Tax Lot 5400 the ("Property").

By its signature below, Buyer hereby confirms that it assumes and agrees to be bound by the applicable terms of the *Easement and Equitable Servitudes* for Tax Lot 5400 as of the date of its acquisition of ownership or operation of the Property. As a result of such assumption, Buyer shall assume the burdens and obtain the benefits of the *Consent Judgment*, including but not limited to the release from liability described in Subsection 5. B. of the *General Judgment*. Buyer recognizes that the release from liability set forth in Subsection 5.B. of the *General Judgment* will not limit, release, or affect Buyer's liability if Buyer is potentially liable under ORS 465.255 for a release of hazardous substances at the Property as of the date Buyer acquires ownership or operation of the Property.

This Notice is executed by Seller and Buyer as of the ____ day of _____, 20__.

SELLER:

J.L. INVESTMENTS, LLC

_____, Member

BUYER:
