
Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
4026 Fairview Industrial Drive SE
Salem, Oregon 97302
Attention: Bruce Scherzinger

Grantor

SAIF Corporation
400 High Street SE
Salem, Oregon 97312
Attention: Ian Williams, Chief Operating
Officer

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes (“EES”) is made on November 14, 2023 between SAIF Corporation (“**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 400 High Street SE, Salem, Oregon in Marion County, Oregon. Marion County Tax Map 073W27AC, Tax Lot 02900 (the “**Property**”) the location of which is more particularly described in Exhibit A to this EES. The Property is referenced under the name SAIF Corporation II USTC File No. 24-98-4135 in the files of DEQ’s Environmental Cleanup Program at the Western Region office located at 4026 Fairview Industrial Drive SE Salem, Oregon, Oregon, and telephone 503-378-8240. 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 *Additional Investigation Report* dated 5/15/2022, submitted by Wood Environment & Infrastructure Solutions, Inc.

B. On March 7, 2023, the Director of the Oregon Department of Environmental Quality or delegate selected the remedial action for the Property. The remedial action selected requires, among other things: No Groundwater use, implement a Contaminated Media Management Plan (CMMP) and Health & Safety plan (HaSP) prior to initiating any subsurface work, continuing monitoring MW-7 and -10 annually for 5-years, visually inspect sump annually during heavy winter rainfall and also when stormwater retention pond fills with water.

C. On March 7, 2023, through which they agreed to having an EES. Grantor entered into this Agreement with DEQ, under which Grantor agreed to implement the selected remedial action, including the required institutional controls.

D. This EES is intended to further the implementation of the selected remedial action and protect human health and the environment.

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, in consideration of Grantee's issuance of a No Further Action letter with conditions described above, 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. No groundwater use. No use shall be made of groundwater at the Property, by extraction through wells or by other means, which involves consumption or other beneficial use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property.

3.2. Implement a Contaminated Media Management Plan (CMMP) & Health and Safety Plan (HaSP) prior to any excavation or subsurface construction work.

3.3. Maintain bentonite dams, and sump. If there is construction along the sewer line and the bentonite dams or sump are compromised, they must be repaired to original condition.

3.4. Continue monitoring of monitoring well (MW) MW-7 and -10 annually for a period of 5-years. The results are to be submitted annually to the DEQ. The sampling will occur during a period of high groundwater.

3.5. Visually inspect the sump for mounding at least once per year, with the inspection to occur during periods of heavy winter rain and/or Pringle Creek stream flow. In addition, if the stormwater retention pond begins to fill with water, then the sump also should be inspected.

3.6. No ground-floor residential or urban residential use.

3.7. **Use of the Property.** Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

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 Marion County zoning code or any successor code. As of the date of this EES, the base zone of the Property is Zoned Code CB (Commercial Business).

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. **Inspection and Reporting.** Owner will immediately notify DEQ of any condition or occurrence at the Property that does not conform with provisions of this EES. In addition, Owner will maintain records documenting inspection and reporting as outlined in this EES. Owner will submit inspector records to DEQ within 30 days of receipt of a notice letter from DEQ of its periodic review of compliance with this EES. 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 that supports 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 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: SAIF Corporation

By: _____ Date: _____
Ian Williams, Chief Operating Officer

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 20____, by Ian Williams of SAIF Corporation, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

GRANTEE: State of Oregon, Department of Environmental Quality

By: _____ Date: _____
Brad Shultz, Manager, Western Region Cleanup Section

STATE OF OREGON)
) ss.
County of Marion _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 20____, by _____ Brad Shultz of the Oregon Department of Environmental Quality, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

EXHIBIT A

Legal Description of the Property

Parkway Building and Parking Structure:

That property described as Block 27, UNIVERSITY ADDITION TO SALEM, in Section 27, Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon.

TOGETHER WITH Andresen Way vacated by Ordinance No. 166-80, recorded in Reel 235, Page 1595 on December 16, 1980; and

TOGETHER WITH that portion of vacated Cottage Street adjoining that would attach thereto by Ordinance No. 66-81, recorded in Reel 254, Page 455, on June 30, 1981; and

TOGETHER WITH that portion of vacated Mill Street adjoining that would attach thereto by Ordinance No. 35.79, recorded in Reel 158, Page 1276 of Marion County records.

ALSO: A portion of Cottage Street vacated by Ordinance 66-81, recorded in Reel 254, Page 455 of the Marion County records, more particularly described as follows: Beginning at the intersection of the East line of Cottage Street and the Westerly line of Pringle Parkway in Block 20, University Addition to Salem, and running thence Westerly, parallel with the North line of Bellevue Street in said University Addition, to the center of said Cottage Street; thence Northerly along the center of Cottage Street to the Westerly line of Pringle Parkway; thence Southeasterly along the Westerly line of Pringle Parkway to the point of beginning.

ALSO: Beginning at the Southwest corner of Lot 5, Block 20, University Addition, Marion County, Oregon; thence East along the South line of Lot 5 to the West line of Pringle Creek Parkway; thence in a Northwesterly direction along the West line of Pringle Creek Parkway to the West line of Lot 6, Block 20, University Addition; thence South along the West line of said Lots 5 and 6 to the point of beginning.

TOGETHER WITH that portion of vacated Cottage Street adjoining that would attach thereto by Ordinance NO. 66-81, recorded in Reel 254, Page 456, on June 30, 1981.

SAVE AND EXCEPT Lots 4, 5, and 6, Subdivision of Block 27 UNIVERSITY ADDITION TO THE CITY OF SALEM, in the City of Salem, County of Marion and State of Oregon together with the West half of vacated Andresen Way adjoining that would attach vacated by Ordinance #166-80 recorded December 16, 1980 in Reel 235, page 1595. (Commonly known as the Williams Building)

Church Street:

Lots 4, 5 and 6, Subdivision of Block 27, UNIVERSITY ADDITION TO THE CITY OF SALEM, in the City of Salem, County of Marion and State of Oregon, together with the West half of vacated Andresen Way adjoining that would attach vacated by Ordinance #166-80, recorded December 16, 1980, in Reel 235, Page 1595. (Known as: Williams Building)

High Street Building:

Beginning at a point on the east line of Block 9, Salem, City of Salem, Marion County, Oregon, said point being S 19° 27' 30" W 100 feet from the northeast corner thereof; thence N 70° 30' 18" W parallel with the north line of said Block 9, 141 feet, thence S 19° 27' 30" W parallel with the east line of said Block 9, 189.10 feet thence N 70° 30' 18" W 207.79 feet to a point on the west line of said Block 9; thence S 19° 27' 30" W along the west line of said Block 9 and the southerly extension thereof 305 feet, thence S 20° 46' 04" E, 123.88 feet; thence S 50° 48' 34" E 189.90 feet, thence S 29° 21' 32" E 59.76 feet; thence S 70° 30' 18" E 45 feet to a point on the west line of Church Street; thence N 19° 27' 30" E along the west line of said Church Street 692 feet to the point of beginning.

Containing 176,359.56 square feet or 4.05 acres, more or less.

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