Recording Instrument #202009364
Recorded By: Clatsop County Clerk
# of Pages: 11 Fee: 137.00
Transaction date: 10/26/2020 15:54:49
Deputy: Stethem-Norris

Space above this line for Recorder's use.

After recording, return to:

Grantee
Oregon DEQ
700 NE Multnomah Street
Suite 600
Portland, Oregon 97232-4100
Attention: Anna Coates

Grantor
Union Oil Company of California
6001 Bollinger Canyon Road
San Ramon, CA 94583

Grantor
PacifiCorp
825 NE Multnomah Street
Portland, OR 97232

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes ("***EES***") is made effective on October 7, 2020 between Unocal Corporation and PacifiCorp ("***Grantors***") and the State of Oregon, acting by and through the Oregon Department of Environmental Quality ("***DEQ***" or "***Grantee***").

RECITALS

A. Grantors jointly own certain real property located at 256 Marine Drive, Astoria, 97103 in Clatsop County, Oregon in Clatsop County Book 882, Page 963 "McClures Astoria" Block 2 , Tax Lots 1,2,3,4,5,6,7,8 (the "***Property***") the location of which is more particularly described in Exhibit A to this EES. The Property is part of a site referenced under the name Unocal/PacifiCorp, ECSI #1646 (the "***Site***") in the files of DEQ's Environmental Cleanup Program at Northwest Region office located at 700 NE Multnomah Street, Suite 600, Portland, Oregon, and telephone 800-452-4011. Interested parties may contact the Northwest Region office to review a detailed description of the risks from contamination remaining at the Site and described in the Oregon Department of Environmental Quality, May 2012, *Amended Remedial Action Record of Decision (AROD) for Former Unocal/PacifiCorp Astoria Site, Astoria, Oregon, ECSI No. 1646.*

B. On December 8, 2011, the Director of the Oregon Department of Environmental Quality selected the remedial action for the Property set forth in the Record of Decision with 2012 revisions ("***AROD***") for the Property. The remedial action selected requires, among other things, the following institutional controls:

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B. On December 8, 2011, the Director of the Oregon Department of Environmental Quality selected the remedial action for the Property set forth in the Record of Decision with 2012 revisions ("***AROD***") for the Property. The remedial action selected requires, among other things, the following institutional controls:

1. Soil Cap Engineering Control,
2. Pavement Engineering Control,
3. Building Construction Prohibited without Vapor Barrier,
4. Groundwater Use Restrictions,
5. Land Use Restrictions, and
6. Use of the Property.

C. On date July 16, 2020, Grantors entered into a Consent Judgment with DEQ in Clatsop County Circuit Court, State of Oregon, Case No. 20CV24309, under which Grantors agreed to implement the selected remedial action, including the required institutional controls *(*the *"**Consent Judgment***").

D. The provisions of this EES are intended to further the implementation of the selected remedial action and protect human health and the environment.

E. Nothing in this EES constitutes an admission by Grantors of any liability for the contamination described in this EES.

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 "***Owners***" means any person or entity, including Grantors, 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 Grantors, in consideration of Grantee's entering the Consent Judgment, grant 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, run 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 Soil Cap Engineering Control. Except upon prior written approval from DEQ, Owners may not conduct or allow operations or conditions on the Property or use of the Property in any way that might penetrate any soil cap at the Property or jeopardize the soil cap's protective function as an engineering control that prevents exposure to contaminated soil and shallow groundwater, including without limitation any excavation, drilling, scraping, or uncontrolled erosion. Owners will maintain the soil cap in accordance with the monitoring and maintenance plan as specified in the Arcadis October 25, 2019 *Upland Cap Operation, Monitoring, and Maintenance Plan,* approved by DEQ on January 27, 2020 ("***OMMP***") and the October 25, 2019 *Contaminated Material Management Plan*, approved by DEQ on January 27, 2020 (Appendix A of the OMMP) ("***CMMP***"). Owners may further update or amend the OMMP and CMMP, and obtain DEQ approval of such updates and amendments from time to time.

3.2 Pavement Engineering Control. Except upon prior written approval from DEQ, Owners may not conduct or allow operations or conditions on the Property or use of the Property in any way that might penetrate any pavement acting as a soil cap at the Property or jeopardize the pavement's protective function as an engineering control that prevents exposure to contaminated soil and shallow groundwater, including without limitation any excavation, drilling, scraping, or uncontrolled weathering leading to cracking and other erosion. Owners will maintain the pavement in good condition in accordance with the monitoring and maintenance plan as specified in the OMMP and CMMP. Owners may further update or amend the OMMP and CMMP, and obtain DEQ approval of such updates and amendments from time to time. An investigation of the shallow soil concentrations of Contaminants of Concern under the pavement under DEQ oversight will be required to remove the deed restriction.

3.3 Building Construction Prohibited without Vapor Barrier. Except upon prior written approval from DEQ, Owners may not construct buildings on the Property or move modular buildings onto the Property without prior installation of a vapor barrier designed to prevent vapor intrusion into the building if a soil gas investigation is not conducted or in the event the soil gas investigation shows soil vapor concentrations measured at levels exceeding

DEQ soil vapor risk-based criteria. Soil vapor control design document must be stamped by a Professional Engineer registered in Oregon. Owners will maintain the vapor barrier in accordance with an Operation, Monitoring and Maintenance plan approved in writing by DEQ. An investigation of the soil vapor to indoor air pathway under DEQ oversight will be required to remove the deed restriction.

3.4 Groundwater Use Restrictions. Owners may not extract through wells or by other means or use the shallow 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 to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owners must conduct a waste determination on any groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage waste water according to applicable laws.

3.5 Land Use Restrictions. Ground floor urban residential/residential use of any type is prohibited without either: (a) prior installation of a subsurface vapor barrier equipped with a vapor collection and venting system; or (b) further DEQ-approved testing and analysis of sub-slab soil vapors, indoor air concentrations, and ambient air concentrations to confirm that concentrations are below acceptable risk levels (DEQ risk-based concentrations (RBCs) for the applicable land use and complete exposure pathway).

3.6 Use of the Property. Owners 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 Owners 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 Owners the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owners describing what is necessary to correct the violation and Owners fail 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. Owners 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 Owners 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. Owners must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owners' interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owners have transferred an interest or right of occupancy. In addition, Owners 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, Owners 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. Owners must notify DEQ no less than 30 days before Owners' petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Clatsop County zoning code or any successor code. As of the date of this EES, the base zone of the Property is C-2 tourist/commercial.

6.3. Cost Recovery. Owners 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 Owners 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 Owners 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. Owners will immediately notify DEQ of any condition or occurrence at the Property that does not conform with provisions of this EES. In addition, Owners will maintain records documenting inspection and reporting as outlined in the DEQ-approved OMMP and CMMP. Owners will submit inspection records to DEQ annually, or within 30 days of an extreme weather event that triggers an inspection, by the Owners or Owners' representatives. Inspection Reports provided to DEQ 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 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.

IN WITNESS WHEREOF Grantors 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: Union Oil Company of California, a California corporation

By: _____ Date: 6/25/2020

Kari H. Endries - Vice President and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of CONTRA COSTA)

see attached California Notary Acknowledgment Certificate

The foregoing instrument is acknowledged before me this ___ day of ____ , 20__ , by _____ of _____, on its behalf.

NOTARY PUBLIC FOR CALIFORNIA

My commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On June 25, 2020 before me, Charissa M. Arizanga, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kari H. Endries,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CHARISSA M. ARIZANGA
Notary Public - California
Contra Costa County
Commission # 2177331
My Comm. Expires Dec 26, 2020

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Easement & equitable servitudes
Document Date: 6/25/2020 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kari H. Endries	Signer's Name: _____
☑ Corporate Officer — Title(s): VP & secretary	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Unocal corporation	Signer Is Representing: _____

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GRANTOR: PacifiCorp, an Oregon Corporation

By: _____ Date: 10/15/20
Ryan Flynn, Vice President and General Counsel

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 15th day of October, 2020, by Ryan Flynn, VP & General Counsel of PacifiCorp, an OR Corp. on its behalf.

OFFICIAL STAMP
TRACI MICHELLE SCHULTZ
NOTARY PUBLIC - OREGON
COMMISSION NO. 990708A
MY COMMISSION EXPIRES AUGUST 15, 2023

Traci Michelle Schultz
NOTARY PUBLIC FOR OREGON
My commission expires: August 15, 2023

GRANTEE: State of Oregon, Department of Environmental Quality

By: _____ Date: 10/13/2020
Paul Seidel, Cleanup and Emergency Response Manager, Northwest Region

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 13th day of October, 2020, by Paul Seidel of the Oregon Department of Environmental Quality, on its behalf.

OFFICIAL STAMP
BRENT J FUNK
NOTARY PUBLIC - OREGON
COMMISSION NO. 957070
MY COMMISSION EXPIRES NOVEMBER 29, 2020

_____
NOTARY PUBLIC FOR OREGON
My commission expires: 11/29/2020

EXHIBIT A

Legal Description of the Property

All of Lots numbered l, 2, 3, 4, 5, 6, 7 and 8 in Block 2 in City of Astoria, as laid out and recorded by John McClure, County of Clatsop, State of Oregon, EXCEPTING THEREFROM any portion which may be below the normal low water mark of the Columbia River. ALSO EXCEPTING THEREFROM the South 5 feet of Lots 5 through 8 conveyed to the City of Astoria for street purposes