



02056746202300184470060069

I, Christine Walker, County Clerk for Jackson County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.

Christine Walker - County Clerk

Space above this line for Recorder's use.

*After recording, return to:*

**Grantee**

Oregon DEQ  
165 East 7th Avenue, Suite 100  
Eugene, OR 97401  
Attention: Ellen Woods

**Grantor**

Walt Davenport, Superintendent  
Jackson County School District #6  
615 S. 2<sup>nd</sup> Street  
Central Point, OR 97502

**EASEMENT AND EQUITABLE SERVITUDES**

This grant of Easement and acceptance of Equitable Servitudes ("EES") is made on August 31<sup>st</sup>, 2023 between Walt Davenport, Superintendent, Jackson County School District #6 ("**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 615 S 2nd Street, Central Point, 97502 in Jackson County, Oregon in Jackson County Tax Map 372W11BC, Tax Lot 5200 (the "**Property**") the location of which is more particularly described in Exhibit A to this EES. The Property is referenced under the name Rogue Primary School, ECSI #6520 in the files of DEQ's Environmental Cleanup Program at Western Region office located at 165 East 7th Avenue, Suite 100, Eugene, Oregon, 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 the *Cleanup and Risk-Based Assessment Report of Rogue Primary School* dated January 4, 2023, prepared by Coleman Creek Consulting, Inc., and the DEQ Staff Memo Report dated February 15, 2023.

B. On February 25, 2023, the Director of the Oregon Department of Environmental Quality or delegate selected the remedial action for the Property set forth in the Staff Memo Report for the Property. The remedial action selected requires, among other things: preparing a Contaminated Media Management Plan (CMMP) for any additional development or redevelopment of the Property.

C. On December 19, 2022, Grantor entered into an 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 "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.
- 1.2 "Ecological receptor" has the meaning set forth in OAR 340-122-0115.
- 1.3 "Hazardous substance" has the meaning set forth in ORS 465.200
- 1.4 "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.
- 1.5 "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, 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 **Site Development and Contaminated Media Management Plan (CMMP).** Before construction of any new buildings on the Property, any such plans must be consistent with the July 20, 2023 *Contaminated Media Management Plan for the Rogue Primary School* (CMMP) (Exhibit B). Owner must ensure that all designers, developers and construction personnel are provided a copy of and adhere to the CMMP. The CMMP provides appropriate

measures to be taken during construction that will reduce or eliminate exposure to residual contamination at the property. The CMMP will be followed during construction activities.

3.2 **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 Jackson County zoning code or any successor code. As of the date of this EES, the base zone of the Property is Civic.

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. **Reserved.**

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 Agreement 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.

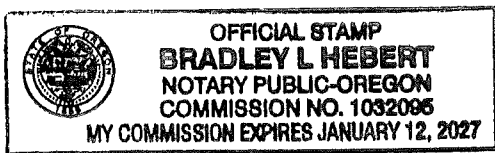
BY SIGNATURE BELOW, THE STATE OF OREGON APPROVES AND ACCEPTS THIS  
CONVEYANCE PURSUANT TO ORS 93.808.

**GRANTOR:** Walt Davenport, Superintendent

By: [Signature] Date: 8.31.23  
Walt Davenport, Superintendent

STATE OF OREGON )  
 ) ss.  
County of Jackson )

The foregoing instrument is acknowledged before me this 31<sup>st</sup> day of  
August, 2023, by Walt Davenport, Superintendent of Jackson County School  
District #6, on its behalf.



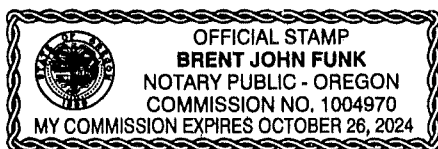
[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission expires: 1/12/27

**GRANTEE:** State of Oregon, Department of Environmental Quality

By: [Signature] Date: 8/7/2023  
Peter Donahower, Petroleum Cleanup Section Manager

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

The foregoing instrument is acknowledged before me this 7<sup>th</sup> day of  
August, 2023, by \_\_\_\_\_ Peter Donahower of the Oregon  
Department of Environmental Quality, on its behalf.



[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission expires: 10/26/2024

## EXHIBIT A

### Legal Description of the Property

#### TRACT 2 LEGAL DESCRIPTION:

All that real property being all of that tract of land described as Parcel 2 and portions of those tracts of land described as Parcels 1 and 3, per Instrument Number 2018-016869 and a portion of Instrument Number 2017-010404, both of the Official Records of Jackson County, Oregon, being located within Donation Land Claim Number 54, in the Northwest One-quarter of Section 11, Township 37 South Range 2 West of the Willamette Meridian, in the city of Central Point, Jackson County, Oregon. The exterior of the resultant tract, as now surveyed, is more particularly described as follows:

Commencing at the southeast corner of Block 21 of the plat entitled "Town of Central Point", accepted as an annex to the original plat, recorded June 4, 1887, being a point where the westerly and southerly rights-of-way of Second Street intersect, and being a point on the northerly boundary of said Parcel 2 per Instrument Number 2018-016869; thence North 89°40'47" East, along the southerly right-of-way of said Second Street and the northerly boundary of said Parcel 2, 11.45 feet to the TRUE POINT OF BEGINNING; thence North 89°40'47" East, along said southerly right-of-way and the southerly boundary of Block 28 of aforesaid Town of Central Point plat, 188.69 feet; thence leaving said southerly boundary of Block 28, South 63°53'35" East, 69.06 feet; thence North 89°40'47" East, 89.37 feet; thence South 00°00'00" East, 222.77 feet; thence North 89°40'47" East, 169.05 feet to intersect the common boundaries of the easterly boundary of aforesaid Parcel 3 and the westerly boundary of Block 1, Homestead Park-Unit No. 1, as recorded August 25, 1961, in Volume 8 of Plats at Page 51 of the Records of Jackson County, Oregon, and also filed as Survey Number 1752 in the office of the Jackson County Surveyor; thence South 00°20'32" East, along the common boundary of said Parcel 3 and Block 1, 271.35 feet to the southeast corner of said Parcel 3 and being an angle point of the northerly boundary of Block 4, Homestead Park-Unit No. 2, as recorded November 8, 1963, in Volume 9 of Plats at Page 34 of the Records of Jackson County, Oregon, and also filed as Survey Number 2344 in the office of the Jackson County Surveyor; thence leaving said westerly boundary of Block 1, South 89°39'28" West, along the common boundary of said Parcels 2 and 3, and said Block 4, 525.00 feet to intersect the easterly right-of-way of First Street, being the southwest corner of said Parcel 2 and the northwest corner of said Block 4; thence leaving said Block 4, North 00°19'47" West, along the common boundary of said Parcel 2 and easterly right-of-way of said First Street, 103.58 feet to corner common to Parcels 1 and 2 of said Instrument Number 2018-016869 and the beginning of a tangent curve to the left, having a radius of 144.59 feet and a central angle of 35°05'55" (the long chord of which bears North 17°52'44" West, 87.20 feet); thence along the arc of said curve and along the common boundaries of said Parcel 1 and said easterly right-of-way of First Street, 88.57 feet; thence continuing along said Parcel 1 boundary and easterly right-of-way, North 35°25'42" West, 110.84 feet; thence leaving said right-of-way, along the westerly and northerly boundaries of said Parcel 1, the following courses and distances: North 54°34'18" East, 25.00 feet; thence North 01°25'40" West, 50.66 feet; thence North 35°25'42" West, 64.00 feet; thence North 54°34'37" East, along the northerly boundary of said Parcels 1, the northerly boundary and extension thereof, of aforesaid Parcel 2 per Instrument Number 2018-016869, 148.17 feet to the beginning of a tangent curve to the left, having a radius of 28.68 feet and a central angle of 86°26'18" (the long chord of which bears North 11°21'28" East, 39.28 feet); thence along the arc of said curve 43.27 feet; thence North 35°04'12" West, 8.05 feet to the Point of Beginning.

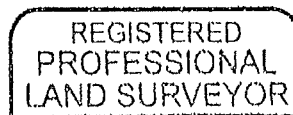
Resultant Tract 2 contains 5.68 acres, more or less.

Basis of Bearings for these descriptions is Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum, projected onto the Oregon Coordinate Reference System, Grants Pass-Ashland zone (references: OAR 734-005-0005, 734-005-0010 and 734-005-0015(3)(p)). Note that the grid bearings listed herein do not equal geodetic bearings due to meridian convergence.

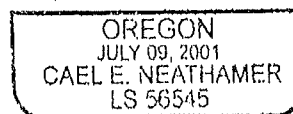
Prepared by:  
Neathamer Surveying, Inc.  
3126 State Street, Suite 203  
PO Box 1584  
Medford, Oregon 97501  
Phone: (541) 732-2869  
Project Number: 20036-A

Prepared: June 17, 2021

BARGAIN AND SALE DEED - PLA  
LLA-20004  
Tract 2  
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Caell E. Neathamer



RENEWAL DEC. 31, 2022

Exhibit "A"  
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