



State of Oregon
**Department of
 Environmental
 Quality**

Oregon Department of Environmental Quality

Application for Prospective Purchaser Agreement

FOR DEQ USE ONLY	
Received:	
Amount:	
Check #:	
Q-Time:	
Project #:	

As provided in Oregon law (ORS 465.327), DEQ may approve PPAs “to facilitate cleanup and reuse of contaminated property” if all of the following criteria are met:

- 1) The prospective purchaser is not currently liable under any of the three following statutory authorities for an existing release of hazardous substances at the property to be purchased: ORS 465.255; ORS 466.640; or ORS 468B.
- 2) Contamination exists and removal or remedial action is necessary at the property under ORS 465.
- 3) The proposed use of the property will not contribute to or exacerbate existing contamination, increase health risks or interfere with necessary remedial action measures at the facility.
- 4) A substantial public benefit will result from the PPA.

The information in this application will help DEQ evaluate the eligibility of applicants based on these criteria.

Applicant Information			
Applicant: Henry Point Development and Redside (property ownership entity to be determined)			
Mailing Address: PO Box 42310			
City: Portland	State: OR	Postal (ZIP) Code: 97242	
Contact Name: Garrin Royer		Title: Developer	
Phone Number: 503-816-7726		Email: groyer@redsidecre.com	

Site Information			
Site Name: 210 E Main Street Site			
Site Address: 210 E Main Street			
City: Hillsboro	State: OR	Postal (ZIP) Code: 97123	
Section: 31	Township: 1N	Range: 2W	Size (acres): 0.94
<input checked="" type="checkbox"/> Please attach a legal description of the property		Tax Lot(s): 6800, 6900, 7000, 7100, 7200, 7300, 7400, and 7500 of Washington County tax map 1N231CC	
ECSI and/or UST Identification Number(s) and Names, if applicable: NA			
Current use of the property: Vacant Property If property is vacant, how long has it been vacant? The property has been vacant for approximately one year. The property was most recently used as a U.S. Bank building and parking lot.			
Current zoning of the property: According to the City of Hillsboro zoning code, the project site and surrounding properties are designated as Station Community Commercial – Downtown (SCC_DT).			

Current Site Owner Information

Current Site Owner's Name: U.S. Bank

Current Site Owner's Mailing Address: 321 SW 6th Avenue

City: Portland

State: OR

Postal (ZIP) Code:

Contact Name:

Phone Number:

Email: 97204

Is the current owner aware of your plans to seek a "Prospective Purchaser Agreement" with DEQ?

Yes No

To your knowledge, does the current owner have any objections or reservations regarding this proposed prospective purchaser agreement? Yes No

If yes, please describe:

Applicant's Proposed Interest in the Property

Are you planning to buy the property described above? Yes No

If no, describe your proposed interest in the property:

Nature and Timing of Pending Property Transaction

Please describe, if known, the nature and timing of the proposed property transaction in sufficient detail to give DEQ a sense of your needs and timetable. (Note: It is DEQ's goal to complete review and negotiation of most agreements within 6 - 8 weeks.):

We plan to close on the property within 6 – 8 weeks.

Agreement Type

Which type of Prospective Purchaser Agreement are you planning?

Administrative Agreement Consent Order Consent Judgment Undecided

Proposed Land Use

Describe the proposed development or reuse of the property. Attach site maps and supplemental information describing the intended development or reuse if available. (Note: site design maps and supplemental information are required if proposed buildings, parking lots, drainage systems or other developments could impact current or future environmental cleanup activities):

The existing bank building will be remodeled for light commercial uses (primarily restaurants, offices, and/or commercial shops). The former bank drive-through may also be enclosed with walls for similar light commercial uses. The southern parking lot area may eventually be redeveloped with a multi-family residential building.

Local Government Planning Department Contact

Contact Name: Dan Dias

Title: City Hillsboro, Community
Development Director

Phone Number: 503-899-3548

Email: dan.dias@hillsboro-oregon.gov

Please summarize any conversations you have had with the local government planning department:

We are actively engaged in regular communication about the redevelopment of this property and the associated environmental issues. Dan and the City of Hillsboro are motivated to tackle these issues to see the vacant property redeveloped back into a productive use.

Summary of Contamination & Investigation Status

Has a Phase I Environmental Site Assessment been conducted at the Property? Yes No

If yes please provide information on report title, consultant/consulting firm, date prepared:

Phase I Environmental Site Assessment; 210 E Main Street; Hillsboro, Oregon, prepared by Succeed Environmental Consulting LLC, dated April 5, 2021

The Phase I ESA of the project site identified (1) historical uses of the project site (including automotive repair, vulcanizing, automotive battery charging, and commercial painting) and several surrounding properties (including dry cleaning, automotive repair, and gas and oil service), which were considered representative of a recognized environmental condition at the project site; and (2) several nearby cleanup sites that were considered representative of a recognized environmental condition at the project site. In addition, a geophysical survey of the exterior portions was conducted at the project site, which identified geophysical anomalies in the areas surveyed.

Has sampling or other environmental investigation been conducted at the Property? Yes No

If yes please summarize results:

Field activities conducted by SEC on March 19, 2021 and August 2, 2021 consisted of the collection of four soil vapor samples (SV-1 through SV-4), and the advancement of 21 direct-push borings (DP-1 through DP-21) for the collection and chemical analysis of soil and groundwater samples. This assessment has revealed the following information:

- Gasoline-range organics were detected in soil samples collected near two of the above-noted geophysical anomalies [DP-3(7.0-8.0), DP-4(9.0-10.0), and DP-7(8.0-9.0)] at concentrations ranging between 258 mg/kg and 1,990 mg/kg, which are greater than the DEQ Urban Residential Vapor Intrusion into Buildings RBC of 94 mg/kg and the corresponding CFSL of 31 mg/kg, but less than all other corresponding RBCs. Gasoline and VOCs were not detected in the soil vapor or groundwater samples collected at concentrations exceeding DEQ RBCs in the samples submitted for analysis, which indicates a low vapor intrusion risk to future urban residential receptors at these locations.
- Total lead was detected in soil sample DP-2(2.0-3.0) at concentrations ranging between 851 mg/kg and 1,500 mg/kg, which exceed all applicable DEQ Soil Ingestion, Dermal

Contact, and Inhalation RBCs (400 mg/kg to 800 mg/kg. Soil sample DP-2(2.0-3.0) was additionally analyzed for TCLP metals, which were not detected at concentrations that indicate hazardous waste characteristics, indicating suitability for disposal as non-hazardous waste at a RCRA Subtitle D (non-hazardous) landfill. Metals were otherwise not detected in soil or groundwater at concentrations greater than corresponding RBCs and/or background concentrations during this assessment.

Based on the results of the August 2021 sampling event, the extent of gasoline-range hydrocarbon impact appears to be limited to an area of approximately 1,700 square feet and to depths of between 5 feet and 10 feet BGS (for an estimated volume of 300 to 350 cubic yards). Similarly, the extent of lead impact appears to be limited to an area of approximately 85 square feet and a depth of less than 5 feet BGS (for an estimated volume of 10 to 15 cubic yards).

Have cleanups activities been conducted at the Property? Yes No

If yes please summarize activities:

Does DEQ have a copy of relevant reports? Yes No – If not, please provide (or attach) the reports

Known or suspected contaminant source(s):

Petroleum hydrocarbons identified in soil and groundwater appear to be associated with geophysical anomalies located in the southeastern portion of the project site. Elevated total lead was identified in soil collected from an area of shallow potentially impacted fill material in the southern portion of the project site.

Known or suspected contaminant(s): Petroleum hydrocarbons and lead in soil (discussed above).

Type of Release

Briefly describe the nature of the hazardous substance release at the property. You may attach sampling results or additional information, or reference prior materials sent to DEQ by title and date. At a minimum, please provide basic information in the space below (e.g., list the known contaminants in soil, groundwater, surface water, sediments, etc.):

Petroleum hydrocarbons identified in soil and groundwater appear to be associated with geophysical anomalies located in the southeastern portion of the project site. Elevated total lead was identified in soil collected from an area of shallow potentially impacted fill material in the southern portion of the project site.

In what year (or years) did the release (or releases) of hazardous substance(s) occur? Unknown

Cleanup Activities Underway or Completed

Please provide a summary of removal or remedial activities which have been undertaken or completed at the property already, if any:

None

Proposed Cleanup Activities

Describe in general terms removal or remedial activities to be performed in the future, of which you are aware:

At this time, we anticipate that a SOW for the project site may include the following tasks:

- Uncover the geophysical anomaly that is located on the project site. If a UST is identified at that location, it should be decommissioned in accordance with DEQ rules and regulations.
- Submit to DEQ a Contaminated Media Management Plan (CMMP) establishing procedures for handling, characterizing, and disposing of any contaminated media that may reasonably be encountered at the Property during demolition or construction.

Proposed Funding for Cleanup Activities

Funds for the cleanup and/or management of future project cleanup activities will be provided by:

- The applicant
 The current owner
 The applicant and current owner will share responsibility for the cleanup
 DEQ-funded
 Other (please specify):

Please describe the cleanup project lead and roles of the various parties in detail sufficient to give a clear understanding of who will be performing or paying for cleanup activities:

Succeed Environmental Consulting LLC will assist the buyer with the PPA process and will act as the liaison with DEQ personnel to ensure that the necessary remedial activities are completed to the satisfaction of DEQ, such that a Certificate of Completion and a No Further Action determination can be obtained for the project site.

Prospective Purchaser Liability

Indicate why the applicant is not presently liable under ORS 465.255 for an existing release of hazardous substance at the property. You may attach additional information if necessary. For purposes of these questions, "applicant" includes individuals, partnerships, corporations, trusts and other legal entities in which the applicant has or previously had a legal interest:

a) Has the applicant ever owned a legal interest in any facility which is known or suspected to be a source of hazardous substances now found on the property subject to this agreement?

- Yes No

If yes, please explain:

b) Has the applicant ever owned a legal interest in any portion of the property subject to this agreement? Yes No

If yes, please explain:

c) Has the applicant ever operated a business located at a facility which is known or suspected to be a source of hazardous substances now found on the property subject to this agreement?

Yes No

If yes, please explain:

d) Has the applicant ever operated a business located on any portion of the property subject to this agreement? Yes No

If yes, please explain:

e) Has the applicant, by any act or omission, caused, contributed to or exacerbated any release of hazardous substance now located on the property subject to this agreement? Yes No

If yes, please explain:

f) Please describe the nature of any past business or contractual relationship with the seller of this property:

None before Henry Point Development (buyer) entered into a Purchase and Sale Agreement with U.S. Bank (Seller) to buy the property.

Public Benefit

The law requires that a substantial public benefit will result from the Prospective Purchaser Agreement. Substantial public benefits may include but are not limited to:

- The generation of substantial funding or other resources facilitating remedial measures at the facility in accordance with this section;
- A commitment to perform substantial remedial measures at the facility in accordance with this section;
- Productive reuse of a vacant or abandoned industrial or commercial facility; or
- Development of a facility by a governmental entity or nonprofit organization to address an important public purpose.

Please provide a brief summary of the public benefit(s) this Prospective Purchaser Agreement will provide to the local community and/or the State of Oregon:

The above-noted proposed cleanup activities (exploration of geophysical anomalies, UST decommissioning (if necessary), and CMMP preparation will ensure that the site remains protective to human health and the environment. Redevelopment and revitalization of the project site will result in the productive reuse of this now-vacant property.

Additional Application Contacts

Environmental Consulting Firm:
 Contact Name: Andrew S. Blake, R.G.
 Company: Succeed Environmental Consulting
 Mailing Address: 1631 NE Broadway #211, Portland, OR 97232
 Phone Number: 971-371-0404
 Email: ablake@succeed-env.com

Attorney/Law Firm:
 Contact Name: Kate L. Moore
 Company: Dunn Carney Allen Higgins & Tongue LLP
 Mailing Address: 851 SW Sixth Avenue, Suite 1500, Portland, OR 97204
 Phone Number: 503-417-5375
 Email: KMoore@dunncarney.com

DEQ Contacts

Please list the names of any DEQ staff that you have talked with regarding this property:

Cheyenne Chapman (cheyenne.chapman@deq.state.or.us)
 Katie Dougherty (katie.daugherty@deq.state.or.us)
 Kevin Parrett (kevin.parrett@deq.state.or.us)

Signature (The application must be signed by an authorized representative for the applicant.)

I certify that I have personally examined and am familiar with the information in this document and all attachments, and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate and complete.

Signature	Date
Print Name	Title

Application Submittal

Send Completed Form and Enclosures to*:

Oregon Department of Environmental Quality
 Attn: Revenue Section
 700 NE Multnomah Street, Suite 600
 Portland, OR 97232-4100

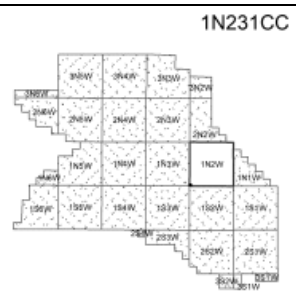
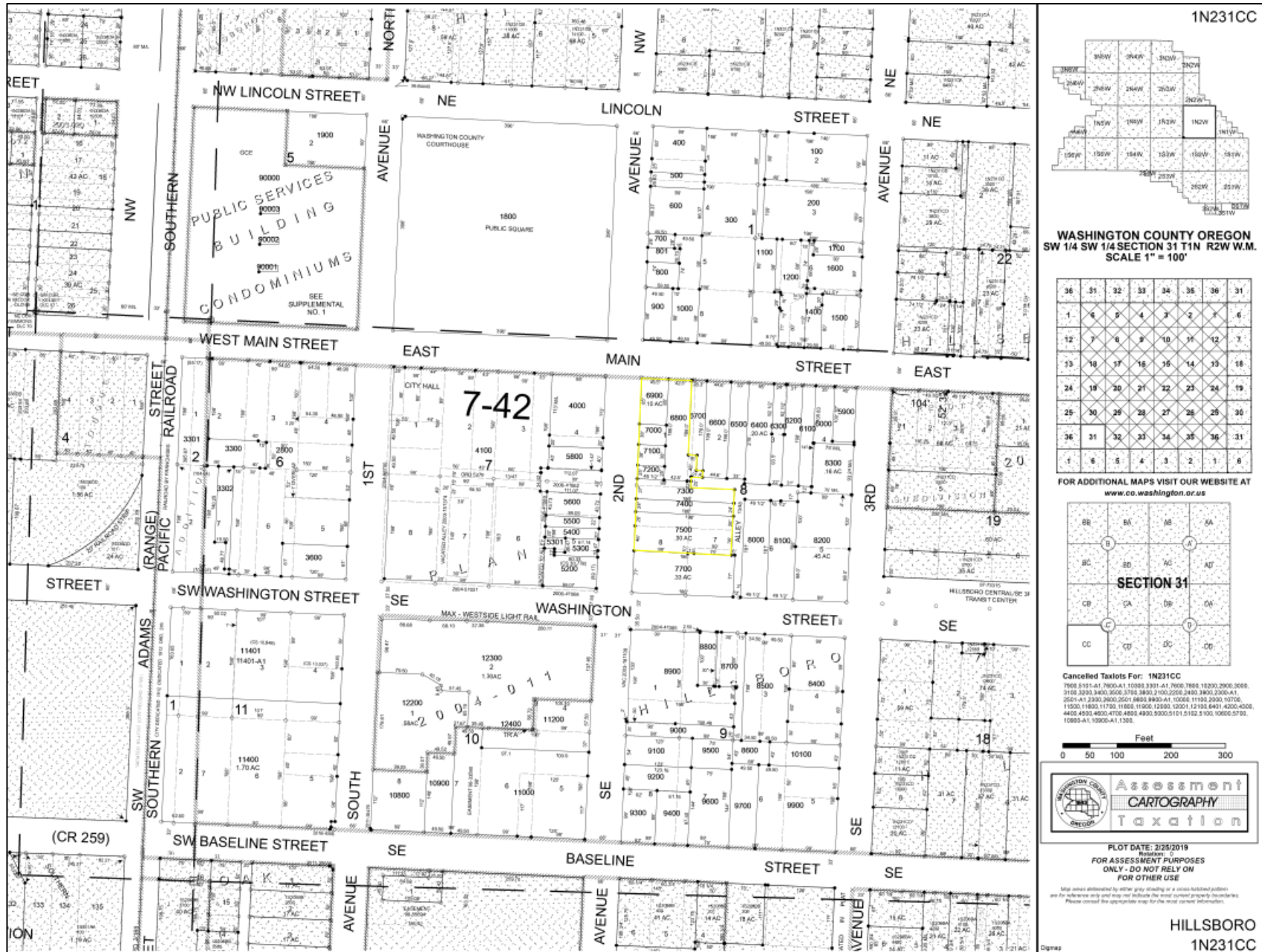
- Submittal Checklist*:**
- Legal description of the property enclosed?
 - Additional environmental reports (already provided)
 - Cost recovery letter agreement enclosed?
 - Deposit enclosed? (Check for \$2,500, made out to Oregon Department of Environmental Quality)*

FOR MORE INFORMATION: Visit: <http://www.oregon.gov/deq/Hazards-and-Cleanup/env-cleanup/Pages/Prospective-Purchaser-Agreements.aspx>.

FOR QUESTIONS: Contact DEQ's PPA program coordinator at 503-229-6461 or email PPAInfo@deq.state.or.us*

* You may submit advance copies of forms via email if desired. **Please DO NOT send any confidential information** (such as scanned copies of checks with bank account numbers) through email.

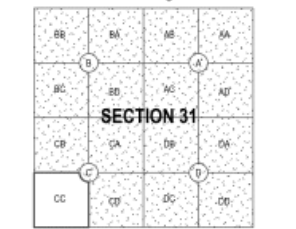
210 E MAIN STREET SITE – PROPERTY DESCRIPTION: The approximately 0.94-acre project site includes tax lots 6800, 6900, 7000, 7100, 7200, 7300, 7400, and 7500 of Washington County tax map 1N231CC and currently consists of a vacant bank and parking lot. The project site is located within the SW quarter of the SW quarter of Section 31, Township 1 north, Range 2 west of the Willamette Meridian. Washington County Tax Lot Map 1N231CC provided below.



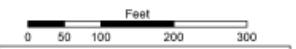
WASHINGTON COUNTY OREGON
SW 1/4 SW 1/4 SECTION 31 T1N R2W W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
23	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 1N231CC
7100 S191-A1 7600-A1 10500 S301-A1 7600 7800 12300 2000 3000
3100 3200 3400 3500 3700 3800 3100 2500 2600 3800 2300-A1
2501-A1 2300 2600 2501 6800 6900-A1 10000 11000 2000 10700
11500 11600 11700 11800 11900 12000 12001 12100 6401 4200 4300
4400 4500 4600 4700 4800 4900 5000 5100 5110 5100 10000 2700
10000-A1 12000-A1 11000



PLOT DATE: 2/25/2019
Revision: 0
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current project boundaries. Please consult the appropriate map for the most current information.

HILLSBORO
1N231CC

Oregon Department of Environmental Quality
PROSPECTIVE PURCHASER
COST RECOVERY LETTER AGREEMENT

This agreement is between the Oregon Department of Environmental Quality (DEQ) and _____ (BUYER) regarding preparation of a Prospective

Purchaser

Agreement for the property located at _____.

Site Name: _____.

ECSI and/or UST Identification Number(s) and Names (if applicable): _____.

BUYER requests DEQ assistance in preparing and negotiating a Prospective Purchaser Agreement regarding the above mentioned site. DEQ agrees to review relevant environmental and other documents submitted by BUYER or on BUYER's behalf, necessary to the preparation of a Prospective Purchaser Agreement. This agreement is designed for situations where the site and/or applicant are not already receiving DEQ oversight through the Voluntary Cleanup Program or through other orders or agreements with DEQ.

DEQ requires that party seeking DEQ preparation of a Prospective Purchaser Agreement provide a minimum deposit of \$2,500.00 as an advance against costs that DEQ incurs. The advance deposit must be in the form of a check payable to DEQ. When BUYER signs this Letter Agreement, formalizing the request to begin the project, and the deposit and Application have been received by DEQ, a sub-account of the Hazardous Substances Remedial Action Fund will be established to be drawn upon by DEQ as project costs are incurred from the project start date.

DEQ project costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ and of the Land Quality Division. Indirect costs are those allocable to DEQ oversight of the Letter Agreement which are 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. Review and agreement preparation costs will not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will provide BUYER with a monthly statement, a sample of which is attached. Because of the limited scope of work envisioned under this Letter Agreement, accounting details above the level of the sample attached will not be provided by DEQ. In the event project costs exceed the sub-account balance, DEQ will submit to BUYER an invoice for any costs in excess of the deposit. In the event project costs do not exceed the sub-account balance, DEQ will refund any amount of the deposit remaining in excess of the actual costs, or will apply the remaining amount toward oversight of an administrative agreement if an agreement for further action is necessary (e.g., Voluntary Cleanup Agreement to conduct remediation activities under DEQ oversight).

DEQ invoices will be sent to:

Billing Contact Name: _____

Company Name: _____

Mailing Address: _____

City, State and ZIP Code: _____

Phone Number: _____

Either DEQ or BUYER may terminate this Letter Agreement by giving written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of this Letter Agreement are recoverable under this Agreement. Termination of this Letter Agreement will not affect any other right DEQ may have for recovery of costs under any applicable law.

BUYER will hold DEQ harmless and indemnify DEQ for any claims (including, but not limited to, claims of property damage or personal injury) arising from activities conducted under this Letter Agreement.

This Letter Agreement is not to be construed as an admission by BUYER of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability.

This Letter Agreement is not to be construed as a waiver, release or settlement of claims DEQ may have against BUYER or any other person or as a waiver of any enforcement authority DEQ may have with respect to BUYER or the property. Upon DEQ's request and as necessary to prepare a Prospective Purchaser Agreement under this Letter Agreement, BUYER will provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by BUYER.

If the terms of this Letter Agreement are acceptable, please have it executed by an authorized representative in the space provided below and return it to DEQ in order to activate the review of your Application for a Prospective Purchaser Agreement.

Accepted and agreed to this _____ day of _____, 20_____.

By: _____ (BUYER)

Printed Name: _____ **Title:** _____