
Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ 700 NE
Multnomah St. Ste. 600
Portland, OR 97232
Attention: Heidi Nelson, P.E.

Grantor

Cascadia Community Impact Fund LLC c/o Project^
1116 NW 17th Ave.
Portland, OR 97209

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY**

In the Matter of:

DEQ No.

Cascadia Community Impact Fund LLC

ORDER ON CONSENT

Respondent.

Pursuant to ORS 465.260(4) and 465.327, the Director, Oregon Department of Environmental Quality (“DEQ”), issues this Order on Consent (“Consent Order”) to Cascadia Community Impact Fund LLC (“Respondent”). This Consent Order contains the following provisions:

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Exhibit A: Vicinity Map

Exhibit B: Property Legal Description

Exhibit C: Scope of Work

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1. Purpose

The mutual objectives of DEQ and Respondent (collectively “Parties”) are: (a) to protect public health, safety, and welfare and the in accordance with applicable provisions of ORS 465.200 through 465.420, regulations promulgated thereto, and (b) to facilitate productive reuse of property; and (c) to provide Respondent with protection from potential liabilities in

accordance with applicable law.

2. Stipulations

A. Respondent consents and agrees:

- (1) To issuance of this Consent Order;
- (2) To perform and comply with all provisions of this Consent Order;
- (3) In any proceeding brought by DEQ to enforce this Consent Order, to not challenge DEQ's jurisdiction to issue and enforce this Consent Order;
- (4) To waive any right Respondent might have, before commencement of action by DEQ to enforce this Consent Order, to seek judicial review or review by the Environmental Quality Commission of this Consent Order;
- (5) To not litigate, in any proceeding brought by DEQ to enforce this Consent Order or to assess penalties for noncompliance with this Consent Order, any issue other than Respondent's compliance with this Consent Order; and
- (6) To not assert, in any proceeding brought by DEQ to enforce this Consent Order or to assess penalties for noncompliance with this Consent Order, that performance of any interim or removal measures or phase of work by Respondent discharges Respondent's duty to fully perform all remaining provisions of this Consent Order.

B. DEQ and Respondent stipulate:

- (1) For the purposes of this Consent Order, the "Facility," as defined in ORS 465.200(13), means: (a) the Property; and (b) the full extent of existing known or unknown contamination by hazardous substances of any media on, above, or below the Property, or that has migrated, might have migrated, or hereafter migrates to anywhere from the Property.
- (2) For the purposes of this Consent Order, "Existing Hazardous Substance Releases" means: (a) any release of hazardous substances, as defined in ORS 465.200, at the Facility existing as of the date of Respondent's acquisition of ownership or operation of the Property; (b) any spill or release of oil or hazardous material, as defined in ORS 466.605, at the Facility existing as of the date of Respondent's acquisition of ownership or operation of the Property; and (c) the entry of oil into the waters of the state, as defined in ORS 468B.300, from the Facility before the date of Respondent's acquisition of ownership or operation of the Property.

3. Findings of Fact

DEQ makes the following findings without admission of any such facts by Respondent:

- A. Respondent Cascadia Community Impact Fund LLC is a community-driven social impact investment fund created to nurture collaboration, autonomy and power through social and financial investment.
- B. The Property proposed for acquisition by Respondent, currently owned by Castle Arden 1 LLC, is an approximately 3.18-acre site located at 900 N. Thunderbird Way, Multnomah County, Oregon, in Block 35 of Wheeler's Addition to the City of East Portland, Tax Lot 400 of Multnomah County tax map 1N1E34AC (the "Property"). The location of the Property is illustrated generally in the Vicinity Map, Exhibit A to this Consent Order. The legal description of the Property is set forth in Exhibit B to this Consent Order. All exhibits attached to this Consent Order are incorporated by reference.
- C. The Property was developed by the Southern Pacific Railroad as a flour, grain, and hops storage and distribution facility sometime prior to 1889. It included two warehouse buildings, one on land and one on pilings over the Willamette River. Between 1909 and 1924, 12 grain silos were constructed. In 1960, the warehouse buildings were removed and 22 additional silo buildings were constructed. The Property remained relatively unchanged and operated as a grain, hops, and/or concrete storage facility until November 2018. For a brief period from late 2022/early 2023 through late 2023/early 2024, the Property operated as a rubber chip transfer facility. The Property is presently vacant.
- D. In 1990 and 1991, a 600-gallon diesel underground storage tank (UST), a 6,000-gallon diesel UST, a 6,000-gallon gasoline UST, and a 1,000-gallon gasoline UST were removed from the Property. Petroleum hydrocarbons were not detected in confirmation soil samples collected from the limits of each UST cavity (except that no data could be located for the location of the 600-gallon diesel UST). Groundwater was not encountered in the UST cavities. The Property was listed on DEQ's Leaking UST database following removal of the USTs (LUST File No. 26-92-0001). DEQ issued a No Further Action (NFA) determination for this LUST file on February 6, 1997.

In 1992, an oil pit located in a former vehicle maintenance building was decommissioned. Confirmation soil samples indicated the presence of total petroleum hydrocarbons at concentrations up to 2,700 milligrams per kilogram (mg/kg). DEQ listed the Property on the Confirmed Release List and Environmental Cleanup Site Information database (ECSI No. 1394) in 1997.

In 2019, AEI Consultants conducted a subsurface investigation which included five borings to depths between 11 and 22 feet below ground surface (BGS), collection of soil samples from each boring, and collection of a groundwater sample. Field screening evidence of petroleum contamination in soil was not observed. Groundwater was encountered at 16 feet BGS in one boring and was not encountered in the remaining borings. Diesel- and oil-range hydrocarbons, volatile organic compounds (VOCs), and poly-aromatic hydrocarbons (PAHs) were detected in several of the soil samples, though all at concentrations below the most conservative DEQ risk-based concentrations (RBCs) for Soil Ingestion, Dermal Contact, and Inhalation. Likewise, diesel- and oil-range hydrocarbons and PAHs were detected in the groundwater sample at concentrations below the most conservative DEQ RBCs. Lead was detected in the groundwater sample at a concentration above the most conservative DEQ RBC, but that concentration appears to have been influenced by the volume of sediment present in the sample, which was unfiltered. There is no use of groundwater beneath the Property or in the area and municipal potable water is provided to the Property.

E. Pursuant to ORS 465.320, on August 1, 2025, DEQ published notice of a proposed remedial action for the Property and provided opportunity for public comment. Comments received on the proposed remedial action were considered by DEQ, as shown in the administrative record. DEQ's Northwest Region Administrator selected the remedial action set forth. The remedial action selected requires the following:

- Preparation of a Contaminated Media Management Plan/Inadvertent Discovery Plan for the Property;
- Management of Unanticipated Impacted Media at the Property;
- Removal of solid waste (rubber chips) present on the ground surface throughout the Property;
- Preparation of a Stormwater Sampling and Analysis Work Plan in

accordance with DEQ's 2017 *Guidance For Evaluating the Stormwater Pathway at Upland Sites*;

- Evaluation of Stormwater following a system cleanout and following completion of a minimum of two rounds and up to four rounds of stormwater sampling analysis from outfalls that discharge from the Property to the Willamette River;
- Submittal of Building Development Plans for DEQ review for approval in the event of Residential Reuse at the property;
- Preparation of a Construction Completion Report/Final Closeout Report summarizing the waste management activities completed at the property; and,
- Recording the applicable deed restrictions in the form of an Easement and Equitable Servitudes to the property.

F. Pursuant to ORS 465.255(1)(b), Respondent could become liable to DEQ and other persons for releases of hazardous substances at or from the Property by becoming the owner or operator of the Property with actual or constructive knowledge of the releases. On July 16, 2025, Respondent applied to DEQ for a "prospective purchaser agreement" under ORS 465.327 and agreed to reimburse DEQ's costs of technical review and agreement preparation. This Consent Order is intended to protect Respondent from potential liability for pre-acquisition releases of hazardous substances at or from the Property, in return for Respondent undertaking certain obligations, as described in this Consent Order. In determining to propose this Consent Order, DEQ considered reasonably anticipated future land uses at the Property and surrounding properties and consulted the City of Portland's zoning regulations.

G. On August 1, 2025, DEQ published notice of this proposed Consent Order and provided opportunity for public comment in accordance with ORS 465.320(1) and 465.327(3). **[Insert public meeting date and oral comments received, if applicable]** The comment period ended September 2, 2025. Comments were received and considered by DEQ, as documented in the administrative record.

4. Conclusions of Law and Determinations

Based on the above findings of fact and the administrative record, DEQ determines, without

admission of any such determinations by Respondent, that:

- A. Respondent is a “person” within the meaning of ORS 465.200(21).
- B. The contaminants described in Subsection 3.E. are “hazardous substances” within the meaning of ORS 465.200(16).
- C. The presence of hazardous substances in soil and groundwater constitutes a “release” or “threat of release” into the environment within the meaning of ORS 465.200(22).
- D. The Property described in Subsection 3.B. is a “facility” within the meaning of ORS 465.200(13).
- E. Respondent is not currently liable under ORS 465.255, 466.640, or 468B.310 for the Existing Hazardous Substance Releases.
- F. Removal or remedial action is necessary at the Property to protect human health or the environment;
- G. Respondent’s ownership and operation of the Property will not cause, contribute to, or exacerbate existing contamination, increase health risks, or interfere with remedial measures at the Property;
- H. A substantial public benefit will result from this Consent Order; and
- I. The release from liability set forth in Subsection 8.A satisfies the criteria set forth in ORS 465.327(1).

Based upon the above Stipulations, Findings of Fact, Conclusions of Law and Determinations, DEQ ORDERS:

5. Work to be Performed

A. Remedial Design/Remedial Action: Respondent will perform the remedial design and remedial action for the Property in accordance with the terms and schedule set forth in the Scope of Work (“SOW”), attached to this Consent Order as Exhibit C, and the terms and schedules set forth in a DEQ-approved work plans.

B. Modification of SOW or Related Work Plans

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

modification is consistent with the scope of the remedy selected in the ROD.

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

C. Additional Measures

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

D. Site Restrictions and Periodic Reviews

- (1) Within 30 days of the effective date of this Consent Order, Respondent will record with the County Clerk, Multnomah County, the Easement and Equitable Servitude attached to this Consent Order as Exhibit D. Respondent will provide DEQ a file-stamped copy of the Easement and Equitable Servitude within five working days of recording.
- (2) Property subject to the Easement and Equitable Servitude may be freely alienated at any time after recording, provided the deed or other instrument of conveyance refers to or incorporates the Easement and Equitable Servitude.
- (3) Any deed, title, or other instrument of conveyance regarding the Property must contain a notice that the Property is the subject of this Consent Order. Respondent, in any such deed or conveyance, must also reserve such access (by easement, right-of-way, or otherwise) as might be necessary to carry out Respondent's obligations under this Consent Order.
- (4) At least once every five years, DEQ will review the remedy to ensure that the Property remains protective of public health, safety, and welfare and the environment. Periodic reviews will include evaluation of monitoring data, progress reports, inspection and maintenance reports, land and water uses, compliance with

institutional controls, and any other relevant information.

6. Public Participation

Upon issuance of this Consent Order, DEQ will provide public notice of the Consent Order through issuance of a press release, at a minimum to a local newspaper of general circulation, describing the measures required under this Consent Order. Copies of the Consent Order will be made available to the public. DEQ will provide Respondent a draft of such press release and consider any comments by Respondent on the draft press release, before publication.

7. General Provisions

A. Project Managers

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

DEQ Project Manager:

Heidi Nelson, P.E.
Department of Environmental Quality
Northwest Region
700 NE Multnomah St, Ste. 600
Portland, OR 97232
503-979-5127
Heidi.Nelson@deq.oregon.gov

Respondent Project Manager

Chris Jones
Project^ for CCIF
1116 NW 17th Ave.
Portland, OR 97209
(530) 276-3400
christopher@project
pdx.com

The Project Managers or their respective designees must be available and have the authority to make day-to-day decisions necessary to complete the work required under this Consent Order.

B. Supervising Contractor

- (1) All aspects of remedial work to be performed by Respondent pursuant to this Consent Order must be performed under the direction and supervision of a qualified employee or contractor experienced in hazardous substance remediation and knowledgeable in applicable state and federal laws, regulations, and guidance.
- (2) Within 30 days of the effective date of this Consent Order, Respondent will notify DEQ in writing of the name, title, and qualifications of any proposed supervising contractor. DEQ may for good cause disapprove the proposed contractor. In the event of such disapproval, DEQ will notify Respondent in writing of the reasons for its disapproval within 14 days of receipt of the initial notice from Respondent. Respondent, within 14 days of receiving DEQ's notice of disapproval, will notify DEQ of the name, title, and qualifications of an alternative supervising contractor, subject to DEQ's right to disapprove under the terms and schedule specified above. DEQ approves Columbia West Engineering, Inc. as a qualified contractor for Respondent for purposes of this Consent Order.
- (3) If, during the course of work required under this Consent Order, Respondent proposes to change its supervising contractor, Respondent will notify DEQ in accordance with the provisions of the preceding paragraph. DEQ may disapprove such contractor, under the terms and schedule specified in the preceding paragraph.

C. DEQ Approvals

- (1) Where DEQ review and approval is required for any plan or activity under this Consent Order, Respondent may not proceed to implement the plan or activity prior to DEQ approval. Any DEQ delay in granting or denying approval correspondingly extends the time for completion by Respondent. Prior approval is not required in emergencies, provided Respondent notifies DEQ immediately after the emergency and evaluates the impact of its actions.
- (2) After review of any plan, report, or other item required to be submitted for DEQ approval under this Consent Order, DEQ will: (a) approve the submission in whole or in part; or (b) disapprove the submission in whole or in part and notify Respondent of

- its deficiencies and/or request modifications to cure the deficiencies.
- (3) DEQ approvals, rejections, or identification of deficiencies will be given in writing within the time specified in the SOW or as soon as practicable and will state DEQ's reasons with reasonable specificity.
 - (4) In the event of DEQ disapproval or request for modification of a submission, Respondent will, within 30 days of receipt of the DEQ notice or such longer time as may be specified in the notice, either correct the deficiencies and resubmit the revised report or other item for approval or invoke dispute resolution under Subsection 7.M.
 - (5) In the event of two deficient submittals of the same deliverable that are deficient for the same reasons due to Respondent's failure to cure the original deficiency, DEQ may modify the submission to cure the deficiency.
 - (6) In the event of approval or modification of a submission by DEQ, Respondent will implement the actions required by the plan, report, or other item, as so approved or modified.

D. Access to Property

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

- (2) Respondent will seek to obtain access to property not owned or controlled by Respondent as necessary to perform work required in this Consent Order, including access by DEQ for purposes described in Paragraph 7.D.(1). DEQ may use its statutory authority to obtain access to property on behalf of Respondent if DEQ determines that access is necessary, and that Respondent has exhausted all good faith efforts to obtain access.

E. Records

- (1) In addition to those reports and documents specifically required under this Consent Order, Respondent will provide to DEQ, within 10 days of DEQ's written request, copies of Quality Assurance/Quality Control (QA/QC) memoranda and audits, raw data, final plans, task memoranda, field notes (not made by or at the direction of Respondent's attorney), and laboratory analytical reports relating to activities under this Consent Order.
- (2) Respondent will preserve all records and documents in possession or control of Respondent or its employees, agents, or contractors that relate in any way to activities under this Consent Order, for at least five years after certification of completion under Section 12. Upon DEQ's request, Respondent will provide to DEQ, or make available for copying by DEQ, copies of non-privileged records. For a period of 10 years after certification of completion, Respondent will provide DEQ 60 days' notice before destruction or other disposal of such records or documents. Ten years after certification of completion, Respondent has no further obligation to preserve documents or records.
- (3) Subject to Paragraph 7.E.(4), Respondent may assert a claim of confidentiality under the Oregon Public Records Law regarding any document or record submitted to or copied by DEQ pursuant to this Consent Order. DEQ will treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If Respondent does not make a claim of confidentiality at the time the documents or records are submitted to or copied by DEQ, the documents or records may be made available to the public without notice to Respondent.
- (4) Respondent will identify to DEQ (by addressor-addressee, date, general subject matter, and distribution) any document, record, or item withheld from DEQ on the

basis of attorney-client or attorney work product privilege, except to the extent that such identifying information is itself subject to a privilege. Respondent may not assert attorney-client or work product privilege with respect to any records required to be submitted under Paragraph 7.E.(1). DEQ reserves its rights under law to obtain documents DEQ asserts are improperly withheld by Respondent.

F. Notice and Samples

- (1) Respondent will make every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted under this Consent Order at least five working days before such activity, but in no event less than 24 hours before such activity. Upon DEQ's verbal request, Respondent will make every reasonable effort to provide a split or duplicate sample to DEQ or allow DEQ to take a split or duplicate of any sample taken by Respondent while performing work under this Consent Order. DEQ will provide Respondent with copies of all analytical data from such samples as soon as practicable.
- (2) If DEQ conducts any sampling or analysis in connection with this Consent Order, DEQ will, except in an emergency, make every reasonable effort to notify Respondent of any excavation, drilling, sampling, or other fieldwork at least 72 hours before such activity. Upon Respondent's verbal request, DEQ will make every reasonable effort to provide a split or duplicate sample to Respondent or allow Respondent to take a split or duplicate of any sample taken by DEQ and will provide Respondent with copies of all analytical data for such samples. Respondent will provide DEQ with copies of all analytical data from such samples as soon as practicable.

G. Quality Assurance

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

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

H. Progress Reports

During each calendar quarter following the effective date of this Consent Order, Respondent will deliver to DEQ, on or before the tenth working day of each quarter, a progress report containing:

- (1) Actions taken by Respondent under this Consent Order during the previous three months;
- (2) Actions scheduled to be taken by Respondent in the next three months;
- (3) A summary of sampling, test results, and any other data generated or received by Respondent during the previous three months; and
- (4) A description of any problems experienced by Respondent during the previous three months and actions taken to resolve them.

DEQ may approve less frequent reporting by Respondent, if warranted. Progress reports may be submitted in electronic form. If submitted in hard-copy written form, two copies must be provided to DEQ.

I. Other Applicable Laws

- (1) Subject to ORS 465.315(3), all activities under this Consent Order must be performed in accordance with all applicable federal, state, and local laws.
- (2) All activities under this Consent Order must be performed in accordance with any applicable federal, state, and local laws related to archeological objects and sites and their protection. If archeological objects or human remains are discovered during any investigation, removal, or remedial activity at the Property, Respondent will, at a minimum: (a) stop work immediately in the vicinity of the find; (b) provide any notifications required by ORS 97.745 and ORS 358.920; (c) notify the DEQ Project Manager within 24 hours of the discovery; and (d) use best efforts to ensure that

Respondent and its employees, contractors, counsel, and consultants keep the discovery confidential, including but not limited to refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public. Any project delay caused by the discovery of archeological object or human remains is a Force Majeure under Subsection 7.L.

J. Reimbursement of DEQ Costs

- (1) DEQ will submit to Respondent a monthly invoice of costs incurred by DEQ on or after July 16, 2025 in connection with any activity related to oversight and periodic review of Respondent's implementation of this Consent Order. Each invoice must include a summary of costs billed to date.
- (2) DEQ oversight costs payable by Respondent include direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs actually and reasonably incurred by DEQ under ORS 465.200 et seq. DEQ's direct cost summary must include a Land Quality Division ("LQD") direct labor summary showing the persons charging time, the number of hours, and the nature of work performed. Indirect costs include those general management and support costs of DEQ and of the LQD allocable to DEQ oversight under this Consent Order and not charged as direct, site-specific costs. Indirect charges are based on actual costs and applied as a percentage of direct personal services costs. DEQ will maintain work logs, payroll records, receipts, and other documents to document work performed and expenses incurred under this Consent Order and, upon request, will provide copies of such records to Respondent.
- (3) Within 30 days of receipt of DEQ's invoice, Respondent will pay the amount of costs billed by check payable to the "State of Oregon, Hazardous Substance Remedial Action Fund," or invoke dispute resolution under Subsection 7.M. After 30 days, any unpaid amounts that are not the subject of pending dispute resolution, or that have been determined owing after dispute resolution, becomes a liquidated debt collectible under ORS 293.250 or other applicable law.
- (4) Respondent will pay simple interest of 9% per annum on the unpaid balance of any DEQ oversight costs, which interest begins to accrue at the end of the 30-day payment period, unless dispute resolution has been invoked. Interest on any amount

disputed under Subsection 7.M begins to accrue 30 days from final resolution of any such dispute.

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L. Force Majeure

- (1) If any event occurs that is beyond Respondent's reasonable control and that causes or might cause a delay or deviation in performance of the requirements of this Consent Order despite Respondent's reasonable efforts ("Force Majeure"), Respondent will promptly, upon learning of the event, notify DEQ's Project Manager verbally of the cause of the delay or deviation, its anticipated duration, the measures that have been or will be taken to prevent or minimize the delay or deviation, and the timetable by which Respondent proposes to carry out such measures. Respondent will confirm in writing this information within five working days of the verbal notification. Failure to comply with these notice requirements precludes Respondent from asserting Force Majeure for the event and for any additional delay caused by the event.
- (2) If Respondent demonstrates to DEQ's satisfaction that the delay or deviation has been or will be caused by Force Majeure, DEQ will extend times for performance of related activities under this Consent Order as appropriate. Circumstances or events constituting Force Majeure might include but are not limited to acts of God, unforeseen strikes or work stoppages, unanticipated site conditions, delays in receiving governmental approval or permit, unanticipated site conditions, fire, explosion, riot, sabotage, or acts of war. Normal inclement weather, increased cost of performance, or changed business or economic circumstances may not be considered Force Majeure.

M. Dispute Resolution

- (1) Except as provided in Paragraph 7.M.(4), if Respondent disagrees with DEQ regarding any matter during implementation of this Consent Order, Respondent will invoke dispute resolution by promptly notifying DEQ in writing of its objection. DEQ and Respondent then will make a good-faith effort to resolve the disagreement within 14 days of Respondent's written objection. At the end of the 14-day period, DEQ will provide Respondent with a written statement of its position from DEQ's Northwest Region Cleanup Manager. If Respondent still disagrees with DEQ's position, then Respondent, within 14 days of receipt of DEQ's position from the

- Region Cleanup Manager, will provide Respondent's position and rationale in writing to DEQ's Northwest Region Administrator. The Region Administrator may discuss the disputed matter with Respondent and, in any event, will provide Respondent with DEQ's final position in writing as soon as practicable after receipt of Respondent's written position.
- (2) If Respondent refuses or fails to follow DEQ's final position pursuant to Paragraph 7.M.(1), and DEQ seeks to enforce its final position, the Parties, subject to Sections 2 and 10, are entitled to such rights, remedies, and defenses as are provided by applicable law.
 - (3) During the pendency of any dispute resolution under this subsection, the time for completion of work or obligations affected by such dispute is extended for a period of time not to exceed the actual time taken to resolve the dispute. Elements of work or obligations not affected by the dispute must be completed in accordance with the applicable schedule.
 - (4) Dispute resolution under this subsection does not apply to: (a) DEQ approval or modification of the remedial design/remedial action work plan required under the SOW (which approval or modification is nonetheless subject to Subsection 7.C.); or (b) DEQ assessment of stipulated penalties under Subsection 7.N. (after dispute resolution has been exhausted, before assessment of a penalty, regarding the alleged violation).

N. Stipulated Penalties

- (1) Subject to Subsections 7.C., 7.L., and 7.M., upon any violation by Respondent of any provision of this Consent Order, and upon Respondent's receipt from DEQ of written notice of violation, Respondent will pay the stipulated penalties set forth in the following schedule:
 - (a) \$5,000 for the first week of violation or delay and \$2,500 per day of violation or delay thereafter, for failure to allow DEQ access to the Property as required under Subsection 7.D. or to provide records as required under Subsection 7.E.
 - (b) \$2,500 for the first week of violation or delay and \$1,000 per day of violation or delay thereafter, for:
 - (i) Failure to submit a final work plan in accordance with the SOW's schedule and terms;
 - (ii) Failure to complete work in accordance with an approved work plan's

- schedule and terms;
 - (iii) Failure to submit a final report, in accordance with an approved work plan's schedule and terms; or
 - (iv) Failure to record or comply with site restrictions.
- (c) \$500 for the first week of violation or delay and \$500 per day of violation or delay thereafter, for:
- (i) Failure to submit a draft work plan in accordance with the SOW's schedule and terms;
 - (ii) Failure to submit draft reports or progress reports in accordance with the SOW's schedule and terms; or
 - (iii) Any other violation of the Consent Order, SOW, or an approved work plan.
- (2) Violations arising out of the same facts or circumstances or based on the same deadline are treated as one violation per day.
- (3) Stipulated penalties do not begin to accrue under this subsection until Respondent receives a notice of violation from DEQ describing the violation and what is necessary to correct it. If the violation was not intentional, is capable of cure, and Respondent corrects the violation within 30 days of receipt of such notice of violation or such other period as may be specified in the notice, DEQ in its sole discretion may waive the stipulated penalties. This opportunity to cure does not apply to violations subject to Subparagraph 7.N.(1)(a).
- (4) Respondent will, within 30 days of receipt of DEQ's written notice or such longer cure period specified in the notice, pay the amount of such stipulated penalty not waived by DEQ in writing as provided in Paragraph 7.N.(3) by check made payable to the "State of Oregon, Hazardous Substance Remedial Action Fund," or request a contested case hearing in accordance with Paragraph 7.N.(5). Respondent will pay simple interest of 9% per annum on the unpaid balance of any stipulated penalties, which interest begins to accrue when payment is due. Any unpaid amounts that are not the subject of a pending contested case, or that have been determined owing after a contested case, are a liquidated debt collectible under ORS 293.250 and other applicable law.
- (5) Respondent may request a contested case hearing regarding the penalty assessment in

accordance with OAR Chapter 340, Division 11. The scope of any such hearing must be consistent with the stipulations set forth in Section 2, be limited to the occurrence or non-occurrence of the alleged violation, and not review the amount of penalty assessed. Further penalties regarding the alleged violation subject to the penalty assessment do not accrue from the date DEQ receives a request for a contested case, through disposition of that case.

- (6) If DEQ assesses stipulated penalties pursuant to this subsection for any failure of Respondent to comply with this Consent Order, DEQ may not seek civil penalties for the same violation under ORS 465.900 or any other applicable law.

O. Effect of Consent Order

- (1) In lieu of stipulated penalties under Subsection 7.N., DEQ may assess civil penalties under ORS 465.900 for Respondent's failure to comply with this Consent Order. Penalties do not accrue pending any contested case regarding the alleged violation. In addition to penalties, DEQ may seek any other available remedy for failure by Respondent to comply with any requirement of this Consent Order, including but not limited to termination of this Consent Order or court enforcement of this Consent Order.
- (2) Subject to Section 2, Respondent does not admit any liability, violation of law, or factual or legal findings, conclusions, or determinations asserted in this Consent Order.
- (3) Subject to Subsection 2.G. and Section 10, nothing in this Consent Order prevents DEQ, the State of Oregon, or Respondent from exercising any rights each might have against any person not a party to this Consent Order.
- (4) This Consent Order is void and of no effect if Respondent does not complete acquisition of the Property by September 1, 2026.
- (5) DEQ and Respondent intend for this Consent Order to be construed as an administrative settlement by which Respondent has resolved its liability to the State of Oregon, within the meaning of Section 113(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9613(f)(2), regarding Existing Hazardous Substance Releases, and for Respondent not to be liable for claims for contribution regarding Existing Hazardous Substance

Releases to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2).

P. Indemnification and Insurance

- (1) Respondent will indemnify and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, and agents from and against any and all claims arising from acts or omissions related to this Consent Order of Respondent or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ may not be considered a party to any contract made by Respondent or its agents in carrying out activities under this Consent Order.
- (2) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, the State of Oregon will indemnify and hold harmless Respondent and its officers, employees, contractors, and agents from and against any and all claims arising from acts or omissions related to this Consent Order of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents (except for acts or omissions constituting approval or disapproval of any activity of Respondent under this Consent Order). Respondent may not be considered a party to any contract made by DEQ or its agents in carrying out activities under this Consent Order.
- (3) Before commencing any on-site work under this Consent Order, Respondent will obtain and maintain for the duration of this Consent Order comprehensive general liability and automobile insurance with limits of \$1 million, combined single limit per occurrence, naming as an additional insured the State of Oregon. Upon DEQ request, Respondent will provide DEQ a copy or other evidence of the insurance. If Respondent demonstrates by evidence satisfactory to DEQ that its contractor(s) or subcontractor(s) maintain equivalent coverage, or coverage for the same risks but in a lesser amount or for a lesser term, Respondent may provide only that portion of the insurance that is not maintained by its contractor(s) or subcontractor(s).

Q. Parties Bound

This Consent Order is binding on the Parties and their respective successors, agents, and assigns. The undersigned representative of each Party certifies that he or she is fully authorized to execute and bind such party to this Consent Order. Respondent will notify

and provide a copy of this Consent Order to any prospective successor, purchaser, lessee, assignee, or mortgagee of the Property during the term of this Consent Order.

R. Modification

DEQ and Respondent may modify this Consent Order by written agreement.

S. Effective Date

The effective date of this Consent Order is the date of signature by the DEQ's Land Quality Division Administrator.

T. Recording

Within 14 days of the effective date of this Consent Order, Respondent will submit a copy or original of this Consent Order (whichever is required by the county) to be recorded in the real property records of Multnomah County, Oregon. Respondent will provide DEQ with written evidence of such recording within seven days of recording.

8. Release from Liability

A. Pursuant to ORS 465.327, and subject to Subsection 8.B. and the satisfactory performance by Respondent of its obligations under this Consent Order, Respondent is not liable to the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases. Respondent bears the burden of proving by a preponderance of the evidence that a hazardous substance release (for all hazardous substances, hazardous materials, and oil described in Paragraph 2.B.(2)) existed as of the date of Respondent's acquisition of ownership or operation of the Property.

B. The release from liability under Subsection 8.A. does not affect liability of Respondent for claims arising from:

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

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

- (3) Interference or failure to cooperate, on or after the date of Respondent's acquisition of ownership or operation of the Property, with DEQ or other persons conducting remedial measures under DEQ's oversight at the Property;
- (4) Failure to exercise due care or take reasonable precautions, on or after the date of Respondent's acquisition of ownership or operation of the Property, with respect to any hazardous substance at the Property;
- (5) Disposal or management of hazardous substances or solid waste removed from the Property by or on behalf of Respondent;
- (6) Criminal liability;
- (7) Violation of federal, state, or local law on or after the date of Respondent's acquisition of ownership or operation of the Property;
- (8) Any matters as to which the State of Oregon is owed indemnification under Paragraph 7.P.(1); and
- (9) Claims based on any failure by Respondent to meet any requirements of this Consent Order.

9. Third-Party Actions

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

10. Respondent Waivers

- A. Respondent waives any claim or cause of action it might have against the State of Oregon regarding Existing Hazardous Substance Releases; provided, Respondent reserves all rights concerning the obligations of DEQ under this Consent Order.
- B. Respondent waives any rights it might have under ORS 465.260(7) and 465.325(2) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for costs incurred under this Consent Order or related to the Property.

11. Benefits and Burdens Run with the Land

- A. Pursuant to ORS 465.327(5), the benefits and burdens of this Consent Order run with the land, provided the release from liability set forth in Section 8 limits or otherwise affects the liability only of persons who: (1) are not potentially liable under ORS 465.255,

466.640, or 468B.310 for Existing Hazardous Substance Releases; and (2) expressly assume in writing, and are bound by, the terms of this Consent Order applicable to the Property as of the date of their acquisition of ownership or operation.

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

12. Certification of Completion

- A. Upon Respondent's completion of remedial work in accordance with the SOW, Respondent will submit a final closeout report to DEQ signed by both a Oregon-registered professional engineer and Respondent's Project Manager certifying that the remedial action for the Property has been completed in accordance with this Consent Order. The report must summarize the work performed and include all necessary supporting documentation.
- B. DEQ will preliminarily determine whether the remedial action has been performed for the Property and all oversight costs and penalties have been paid in accordance with this Consent Order. Upon a preliminary determination that the remedial action for the Property has been satisfactorily performed and all costs and penalties paid, DEQ will provide public notice and opportunity to comment on a proposed certification decision in accordance with ORS 465.320 and 465.325(10)(b). After consideration of public comment, and within 90 days after receiving Respondent's closeout report, DEQ's Northwest Region Administrator will issue a final certification decision.
- C. This Consent Order is satisfied upon issuance of DEQ's certification of completion for the remedial action and payment by Respondent of any and all outstanding costs and penalties, except that issuance of a certification of completion of the remedial action does not affect Respondent's remaining obligations under this Consent Order or for implementation of measures necessary to long-term effectiveness of the remedial action or other productive reuse of the Property.

13. Signatures

STIPULATED, AGREED, and APPROVED FOR ISSUANCE:

Respondent, Cascadia Community Impact Fund LLC

By: _____ Date: _____

[Name]

[Title]

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 20____, by [Name] of Cascadia Community Impact Fund LLC, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

STIPULATED, AGREED, and SO ORDERED:

State of Oregon, Department of Environmental Quality

By: _____ Date: _____

[Name]

Administrator, Land Quality Division

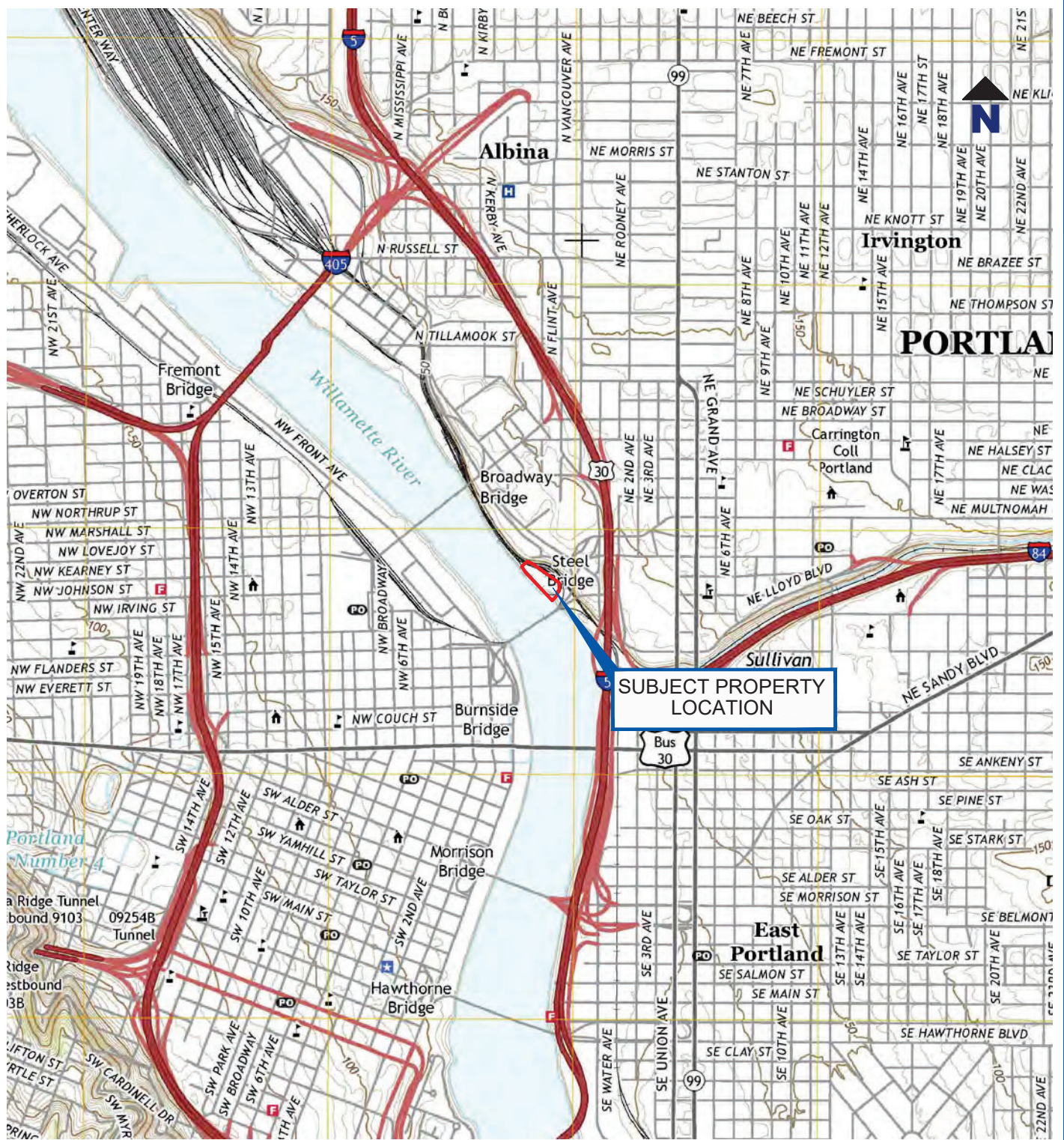
STATE OF OREGON)
) ss.
County of _____)

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

NOTARY PUBLIC FOR OREGON

My commission expires: _____

Last Saved: November 20, 2020 3:46:01 PM by hkneane Drawing path: \\slr.slr.local\slr-dfs\Portland\Projects\Captial Arden 11900 N Thunderbird Way, Portland\Figures\Phase I_Thunderbird Way.dwg



REFERENCED FROM : USGS 7.5 MINUTE QUADRANGLE
PORTLAND, OR-WA 2017

900 NORTH THUNDERBIRD WAY
PORTLAND, OREGON

Report
**PHASE I ENVIRONMENTAL SITE
ASSESSMENT**

Drawing
Exhibit A - Vicinity Map



Date November 20, 2020

Scale AS SHOWN

Fig. No.

File Name Phase I_Thunderbird Way-1

Project No. 108.02811.00001

1

EXHIBIT "B"
Property Legal Description

PARCEL I:

All those parts of Block 35 of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, in the County of Multnomah and State of Oregon, and land, if any, lying between the Westerly boundary line of said WHEELER'S ADDITION, according to the official plat thereof, and the Harbor Line on the East side of the Willamette River, bounded and described as follows:

COMMENCING at a point in the East line of said Block 35 that is 72 feet distant Northerly from the intersection of said East line, produced Southerly with the South line of N. Pacific Street; thence North 57°44' West along a straight line which forms an angle of 58°01' from North to Northwest with said East line of Block 35, a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of said Multnomah County; thence South 47°12'40" West along the Southeasterly line of said parcel of land conveyed by said deed dated December 5, 1887, a distance of 153.66 feet to a point on the Harbor Line on the East side of the Willamette River; thence North 34°13' West along said Harbor Line a distance of 50.05 feet to the true point of beginning of the parcel of land hereby being described; thence continuing North 34° 13' West along said Harbor Line a distance of 20.73 feet; thence North 47°12'40" East, a distance of 114.58 feet; thence South 58°56' East a distance of 21.34 feet; thence South 47°12'40" West, a distance of 123.6 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

PARCEL II:

All those parts of Block 35 of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND now a part of the City of Portland, in the County of Multnomah and State of Oregon, described as follows:

COMMENCING at a point on the East line of said Block 35 that is 72 feet distant Northerly from the intersection of said East line, produced Southerly with the South line of N. Pacific Street; thence North 57°44' West along a straight line which forms an angle of 58°01' from North to Northwest with said East line of Block 35, a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South 47°12'40" West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North 45°43' West a distance of 12 feet; thence North 54°21' West a distance of 12 feet; thence North 58°05' West a distance of 14 feet; thence North 58°56' West a distance of 12.7 feet; thence South 47°12'40" West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South 34° 13' East along said Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said deed dated December 5, 1887; thence North 47°12'40" East along the Southeasterly line of said parcel of land conveyed by said deed dated December 5, 1887, a distance of 141.3 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

PARCEL III:

The following described real property situated in WHEELER'S ADDITION TO EAST PORTLAND, now within the corporate limits of the City of Portland, County of Multnomah and State of Oregon, described as follows:

EXHIBIT "B"
Property Legal Description

COMMENCING at the point of intersection of the center lines of North Williams Avenue with North Holladay Street in the City of Portland; thence West along the center line of said North Holladay Street, a distance of 762.3 feet to a point; thence South at right angles from the center line of said North Holladay Street, a distance of 276.6 feet to a point in the Easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence North 34°13' West along said Harbor Line a distance of 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company, dated December 5, 1887, recorded in Deed Book 100, page 37; thence North 47°12'40" East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture a distance of 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company, by that certain indenture dated November 22, 1884, recorded in Deed Book 95, page 92; thence South 57°44' East along the said Southwesterly line of that parcel of land described in the last mentioned indenture, a distance of 146.10 feet to a point in the West line of North Crosby Avenue, distance of 178.0 feet Southerly along the said West line of North Crosby Avenue from the intersection of the said West line of North Crosby Avenue with the Southerly line of North Holladay Street; thence South 0°17' West along the said West line of North Crosby Avenue, a distance of 72.0 feet to the point of intersection of the said West line of North Crosby Avenue with the South line of North Pacific Street; thence South 89°43' East along the said South line of North Pacific Street, a distance of 116.0 feet to a point distant 144.00 feet Westerly along the said South line of North Pacific Street from the intersection of the last mentioned line with the West line of North Larrabee Avenue; thence South 53°06'15" East a distance of 179.40 feet to a point in the West line of North Larrabee Avenue distant Southerly along said West line of North Larrabee Avenue, 107.0 feet from the last described intersection of said West line of North Larrabee Avenue with the said South line of North Pacific Street; thence South 0°17' West along the said West line of North Larrabee Avenue a distance of 143.0 feet to the point of intersection of the said West line of North Larrabee Avenue with the South line of North Oregon Street; thence South 89°43' East along the said South line of North Oregon Street a distance of 13.97 feet to a point that is distant 50.00 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last mentioned center line between said double-tracks having a radius of 308.39 feet, an arc distance of 180.52 feet (the chord of said curve bears South 31°50'50" West a distance of 177.94 feet) to a point in the said Harbor Line; thence North 43°22'30" West along said Harbor Line a distance of 571.66 feet to the true point of beginning.

TOGETHER WITH that portion of vacated Crosby Avenue and N. Pacific Street which inures thereto by reason of Ordinance recorded June 3, 1958 in [Book 1900, page 448](#).

TOGETHER WITH that portion of vacated Larrabee Street which inures thereto by reason on Ordinance recorded January 17, 1962 in [Book 2098, page 503](#).

TOGETHER WITH those portions of vacated N. Crosby Avenue and N. Larrabee Avenue and N. Pacific Street, which inures thereto by reason of Ordinance recorded June 19, 1973 in [Book 933, page 435](#).

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

FURTHER EXCEPTING THEREFROM that portion contained in deed to City of Portland, Office of Transportation recorded February 20, 2001 as Fee No. 2001-022923.

**Scope of Work for PPA Remedial Activities
Cascadia Community Impact Fund LLC Prospective Purchaser Agreement
for 900 N. Thunderbird Way, Portland, Oregon**

Overview of work to be completed by Cascadia Community Impact Fund LLC (Defendant) for a Prospective Purchaser Agreement (PPA) from the Oregon Department of Environmental Quality (DEQ), remediation of contaminants detected at 900 N. Thunderbird Way, Portland, Oregon (the Property). Work under this SOW shall be referred to as the "Project." The Project area includes all of 900 N. Thunderbird Way (Multnomah County tax lot 1N1E34AC400, as presently configured). The Property is zoned General Industrial 1 (IG1). CCIF intends to purchase the Property for the purpose of developing public access to the Property and the Willamette River, commercial uses, and/or cultural amenities.

This SOW is intended to address remedial activities planned for the Project. These activities include the following: (1) developing a Contaminated Media Management Plan and Inadvertent Discovery Plan; (2) properly managing unanticipated impacted media that may be encountered during Project construction; (3) removing and properly disposing of solid waste that may be located on the Property, primarily consisting of rubber chips present on the ground surface; and, (4) assessing the Property's stormwater infrastructure and, as appropriate, conducting stormwater sampling and analysis; and addressing any contamination remaining in the stormwater system that poses a future (5) implementing a deed restriction for property land and water use, and (6) completing the required project reporting.

Task 1 - Contaminated Media Management Plan/Inadvertent Discovery Plan

The Defendant shall prepare a Contaminated Media Management Plan (CMMP) and an Inadvertent Discovery Plan (IDP) for the Project for review and approval by DEQ within 4-weeks of its acquisition of the Property and prior to any significant subsurface disturbance. The purpose of the CMMP is to provide onsite contractors with information on the proper identification, management, handling, and disposal of impacted media (e.g., soil and groundwater), if any, that may be encountered during future remedial and construction activities. The CMMP will provide protocols to the contractors in field identification and management of known and potentially contaminated media (soil and groundwater), as well as debris that could be encountered during construction. The CMMP will include field protocols for identification, response actions, communication, removal, segregation, temporary storage or stockpiling, transportation, treatment, and disposal of contaminated media and debris. The CMMP will also outline potential reporting requirements if contaminated media is encountered during remedial or construction activities.

The purpose of the IDP is to provide onsite contractors with information on the proper responses if unanticipated features of potential concern – underground storage tanks (USTs), water supply wells, dry wells, or other similar features – are encountered that may require regulatory notification, reporting, and/or decommissioning. The IDP will provide protocols for appropriate exclusion zones, initial regulatory notification, appropriate decommissioning procedures, sampling procedures (as appropriate), and follow-up reporting.

Task 2 - Management of Unanticipated Impacted Media

The known sources of petroleum contamination at the Project, including four previously removed USTs (1990-1991) and a previously remediated oil pit associated with onsite equipment maintenance, (at which 25 cubic yards of petroleum-impacted soil were removed in 1992). Contamination has not been detected at concentrations greater than the most conservative DEQ risk-based concentrations (residential use RBCs) in previous soil or groundwater samples collected from the Project (except for a single total lead detection in groundwater). Still, it is possible that unanticipated media could be encountered during Project-related earthwork.

**Scope of Work for PPA Remedial Activities
Cascadia Community Impact Fund LLC Prospective Purchaser Agreement
for 900 N. Thunderbird Way, Portland, Oregon**

During Project-related earthwork, all contractors will adhere to the requirements of the CMMP and IDP. Any impacted media and/or debris that may be encountered will be properly managed. If unanticipated impacted media is encountered during construction, DEQ will be notified within 48-hours to assist the Defendant in detailing the proper identification, management, handling, and disposal of the impacted media, as well as any waste characterization and/or confirmation sample results.

The Defendant shall submit a Construction Completion Report (CCR) to DEQ. The CCR shall summarize initial response actions, sampling procedures, management, handling, and disposal for any unanticipated media that may be encountered during construction.

Task 3 - Solid Waste Removal

The Property was used as a rubber chip transfer facility by a former owner from about the end of 2022 through early 2024. Rubber chips were imported to the Property and temporarily stockpiled onsite prior to transfer to vessels for shipment overseas. Residual rubber chips are present on the ground surface throughout the Property.

The Defendant shall collect and properly dispose of the rubber chips present at the Property. The specific means and methods for removal will be determined by the selected contractor and approved by DEQ prior to implementation. However, collecting and properly disposing of the rubber chips may include using a loader or scraper to collect the rubber chips into a stockpile, then using an excavator to transfer the rubber chips to drop boxes or dump trucks prior to transfer to the selected disposal facility. Following rubber chip removal, the paved surfaces at the Property will be swept of residual rubber chips and debris using a street sweeper or other methods, approved by DEQ. A description of the solid waste removed from the site shall be included in the CCR.

Task 4 – Evaluation of Stormwater

Following cleanout of the stormwater catch basins and conveyance lines and upon the Defendant taking possession of the Property, the Defendant will inspect the stormwater infrastructure, take confirmation stormwater samples to identify contaminants in the system, if any, and evaluate the “cleaned” condition of the stormwater conveyance system.

The sample locations, means and methods shall be identified in a DEQ approved Stormwater Sampling and Analysis Work Plan drafted in accordance with DEQ’s Guidance For Evaluating the Stormwater Pathway at Upland Sites¹. DEQ anticipates a minimum of two (2) and up to four (4) stormwater sampling events may be conducted to fully represent conditions in the property stormwater conveyance system. The stormwater sampling events will reflect first-flush conditions.

Stormwater samples will be submitted to an analytical laboratory for analysis of the following:

- Gasoline-range hydrocarbons by Method NWTPH-Gx
- Diesel- and oil-range hydrocarbons by Method NWTPH-Dx
- Phthalates by EPA Method 8270E
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270E-SIM

¹ DEQ 2017. Guidance For Evaluating the Stormwater Pathway at Upland Sites. Oregon Department of Environmental Quality. January 2009, Updated July 2017.

**Scope of Work for PPA Remedial Activities
Cascadia Community Impact Fund LLC Prospective Purchaser Agreement
for 900 N. Thunderbird Way, Portland, Oregon**

- Priority Pollutant 13 metals by EPA 6000/7000 Series Methods
- PCBs by EPA Method 8082
- Chlorinated dioxins and furans by EPA Method 1613B

Analytical concentration results will be evaluated per DEQ's Guidance For Evaluating the Stormwater Pathway at Upland Sites and compared with EPA's Portland Harbor Cleanup Levels (CULs) and/or DEQ's Portland Harbor Joint Source Control Strategy screening level values (JSCS SLVs). A Stormwater Inspection and Sampling Report to DEQ after receiving the analytical results from the laboratory.

Task 5 - Deed Restrictions – Property Land and Water Use.

1. If the Defendant chooses to sample and analyze dissolved phase lead in shallow groundwater, and the concentrations are below the applicable screening level values protective of direct contact risks to human and ecological receptors, then the property is not required to implement institutional controls.
2. If the Defendant chooses not to conduct additional groundwater sampling and analysis for dissolved phase lead in shallow groundwater, or if the defendant samples dissolved phase lead in groundwater and the concentrations are above the screening levels protective of risks to human and ecological receptors, then the property is subject to institutional controls and the deed restrictions placed on the property as part of this PPA, in the form of an Easement and Equitable Servitudes. The institutional controls will consist of a deed restriction that:
 - a. Eliminates any potential future use of onsite groundwater except for temporary dewatering related to construction, development, or the installation of sewer or utilities at the Property.
 - b. Requires onsite workers and subcontractors be notified of the presence of soil and groundwater contamination and that appropriate protocols be developed and implemented to protect onsite workers (occupational, trench, and demolition) from exposure to contaminants in accordance with the CMMP (See Task 1).
 - c. Requires owner to submit professionally prepared plans for the proposed development to DEQ for review by the Cleanup Program prior to any future construction of buildings for human occupation at the Property, the any such plans submitted to DEQ must include plans for confirmation sampling appropriate to demonstrate the success of past cleanup efforts and/or site assessment adequate to rule out unacceptable risks to future building occupants. Owner may construct or place future structures not intended for human occupation at the Property with no prior written approval of DEQ.
 - d. Requires excavation spoils be characterized, managed, and disposed of in accordance with the CMMP (See Task 1).

Task 6 – List of Deliverables.

1. Progress Reports: Submitted quarterly, unless alternative schedule is approved by DEQ in writing, as indicated in the Prospective Purchaser Agreement, Item 7.H.
2. CMMP: Requires onsite workers and subcontractors be notified of the presence of soil and groundwater contamination and that appropriate protocols be developed and implemented to protect onsite workers (occupational, trench, demolition, remediation) from exposure to contaminants in accordance with CMMP (See Task 1). The CMMP shall identify relative comparison standards for soil gas, soil, and groundwater media, analytical methods for waste profiling,

**Scope of Work for PPA Remedial Activities
Cascadia Community Impact Fund LLC Prospective Purchaser Agreement
for 900 N. Thunderbird Way, Portland, Oregon**

procedures for decontamination, Property control, stockpiling, transport and disposal, and final reporting requirements (see Construction Completion Report, Task 6d.) for the removal activities.

3. Stormwater Sampling and Analysis Work Plan: The Work Plan shall follow DEQ's Guidance For Evaluating the Stormwater Pathway at Upland Sites and include the site background, a description of the cleanout activities or system repairs, the existing site features including the buildings, the stormwater infrastructure, including downspout locations, catch basins, and associated piping. The pattern of overland flow at the property, including the direction of stormwater entering the property from the adjacent railroad property should be described in the Work Plan. The Work Plan shall also include a discussion of any data gaps or unknowns related to the stormwater system. The Work Plan should describe the proposed storm water sampling that will be conducted, including the means and methods, and the applicable screening level values and laboratory method detection limits that will be used to assess stormwater and stormwater source control at the site.
4. Stormwater Inspection and Sampling Report: The Report shall follow DEQ's Guidance For Evaluating the Stormwater Pathway at Upland Sites and include the project background, a summary of the scope of work and a description of the means and methods used to sample the stormwater, a discussion of the evaluation criteria, a description of any deviations from the work plan and a comparison of the sampling results to the applicable screening level values. The memo shall also provide recommendations and a description of any future best management practices that will be employed for stormwater at the facility. The report will include information on the conveyance line and catch basin cleaning conducted by the current owner, the results of the inspections and stormwater sampling and analysis completed at the Property, and such other information as is appropriate. The report will be prepared in line with current stormwater DEQ guidance. (See <https://www.oregon.gov/deq/FilterDocs/cu-stormwaterSitesAppC.pdf>)
5. Building Development Plans for Residential Re-use: If the zoning of the Property is changed to allow residential reuse, professionally prepared plans for the proposed development must be submitted to the Department of Environmental Quality (DEQ) Cleanup Program for review for approval prior to the commencement of any construction of buildings intended for human occupation.
6. Construction Completion Report: Provide a summary of the work completed (Final Closeout Report) at the property, including the means and methods used for the waste management activities completed at the property. The report shall include material disposal information for any materials removed and disposed of off-site from the Property, all related analytical testing results, and photographs of the site work completed at the property.
7. Easement and Equitable Servitudes: If determined to be necessary. See document description for Task 5, above.

Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
700 NE Multnomah St., Suite 600
Portland, OR 97232
Attention: Heidi Nelson

Grantor

Cascadia Community Impact Fund LLC
c/o Project^
1116 NW 17th Ave.,
Portland, Oregon 97209

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes (“EES”) is made on [REDACTED], 2025 between Cascadia Community Impact Fund 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 900 N. Thunderbird Way, Portland, Oregon 97227 in Multnomah County, Oregon Block 35 of Wheeler's Addition to the City of East Portland, Tax Lot 400 of Multnomah County tax map 1N1E34AC (the “**Property**”) the location of which is more particularly described in Exhibit A to this EES. The Property is referenced under the name Louis Dreyfus Facility., ECSI File No. 1394 in the files of DEQ’s Environmental Cleanup Program at Northwest Region office located at 700 NE Multnomah, Portland, Oregon, and telephone 1-800-452-4011. Interested parties may contact the Northwest Region office to review a detailed description of the risks from contamination remaining at the Property and described in the *Additional Subsurface Investigation Prepared for Rabin Worldwide by AEI Consultants, January 2019 and the Phase I Environmental Site Assessment Prepared for Castle Arden 1, LLC by SLR, December 2020.*

B. On [Insert Date], The Multnomah County Circuit Court approved a Consent Order between the Grantor and DEQ. Under the Order, the Grantor agreed to implement a Scope of Work, including the required institutional controls, as described in Exhibit C to the Prospective Purchaser Agreement (PPA).

C. This EES is intended to further the implementation of engineering and institutional controls to protect human health and the environment.

D. 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 approval of the Order described above / other action by DEQ (specify), 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 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 in the future or to 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 shallow groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage wastewater according to applicable laws. Extraction of groundwater from a deeper aquifer is also prohibited, unless re-evaluated at a future time under DEQ oversight.

3.2. **Contaminated Media Management Plan.** A Contaminated Media Management Plan (CMMP) will be prepared for the Property to identify all potentially hazardous substances and constituents of potential concern at the Property. The CMMP will be submitted to DEQ for review and approval. The plan will also provide the protocol that will be used to notify onsite workers and subcontractors (occupational, trench, and demolition) of the potential presence of soil and shallow groundwater contamination to protect onsite workers from exposure to contaminants. Grantor and subsequent owners will maintain the CMMP at the Property and convey it to future owners.

3.3. **DEQ Review of Development Plans or Other Information.** Owner may construct or place future structures not intended for human occupation at the Property with no prior written approval of DEQ. Prior to any future construction of buildings for human occupation at the Property, the Owner must submit professionally prepared plans for the proposed development to DEQ for review for approval by the Cleanup Program (or its successor). Any such plans submitted to DEQ must include plans for confirmation sampling appropriate to demonstrate the success of past cleanup efforts and/or site assessment adequate to rule out unacceptable risks to future building occupants.

3.4. **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 Multnomah County zoning code or any successor code. As of the date of this EES, the base zone of the Property is in the General Industrial 1 (IG1).

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. **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.

6.5. **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.

6.6. **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 Judgment or seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

6.7. 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: Cascadia Community Impact Fund LLC

By: _____ Date: _____
Cascadia Community Impact Fund LLC, Owner

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 2025, by Cascadia Community Impact Fund LLC, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

GRANTEE: State of Oregon, Department of Environmental Quality

By: _____ Date: _____
Kevin Parrett, Cleanup Program Manager, Northwest Region

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 2025, by Kevin Parrett of the Oregon Department of Environmental Quality, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

EXHIBIT A

Legal Description of the Property

PARCEL I:

All those parts of Block 35 of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, in the County of Multnomah and State of Oregon, and land, if any, lying between the Westerly boundary line of said WHEELER'S ADDITION, according to the official plat thereof, and the Harbor Line on the East side of the Willamette River, bounded and described as follows:

COMMENCING at a point in the East line of said Block 35 that is 72 feet distant Northerly from the intersection of said East line, produced Southerly with the South line of N. Pacific Street; thence North 57°44' West along a straight line which forms an angle of 58°01' from North to Northwest with said East line of Block 35, a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of said Multnomah County; thence South 47°12'40" West along the Southeasterly line of said parcel of land conveyed by said deed dated December 5, 1887, a distance of 153.66 feet to a point on the Harbor Line on the East side of the Willamette River; thence North 34°13' West along said Harbor Line a distance of 50.05 feet to the true point of beginning of the parcel of land hereby being described; thence continuing North 34° 13' West along said Harbor Line a distance of 20.73 feet; thence North 47°12'40" East, a distance of 114.58 feet; thence South 58°56' East a distance of 21.34 feet; thence South 47°12'40" West, a distance of 123.6 feet to the true point of beginning.

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

PARCEL II:

All those parts of Block 35 of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND now a part of the City of Portland, in the County of Multnomah and State of Oregon, described as follows:

COMMENCING at a point on the East line of said Block 35 that is 72 feet distant Northerly from the intersection of said East line, produced Southerly with the South line of N. Pacific Street; thence North 57°44' West along a straight line which forms an angle of 58°01' from North to Northwest with said East line of Block 35, a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South 47°12'40" West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North 45°43' West a distance of 12 feet; thence North 54°21' West a distance of 12 feet; thence North 58°05' West a distance of 14 feet; thence North 58°56' West a distance of 12.7 feet; thence South 47°12'40" West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South 34° 13' East along said Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said deed dated December 5, 1887; thence North 47°12'40" East along the Southeasterly line of said parcel of land conveyed by said deed dated December 5, 1887, a distance of 141.3 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

PARCEL III:

The following described real property situated in WHEELER'S ADDITION TO EAST PORTLAND, now within the corporate limits of the City of Portland, County of Multnomah and State of Oregon, described as follows:

COMMENCING at the point of intersection of the center lines of North Williams Avenue with North Holladay Street in the City of Portland; thence West along the center line of said North Holladay Street, a distance of 762.3

feet to a point; thence South at right angles from the center line of said North Holladay Street, a distance of 276.6 feet to a point in the Easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence North 34°13' West along said Harbor Line a distance of 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company, dated December 5, 1887, recorded in Deed Book 100, page 37; thence North 47°12'40" East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture a distance of 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company, by that certain indenture dated November 22, 1884, recorded in Deed Book 95, page 92; thence South 57°44' East along the said Southwesterly line of that parcel of land described in the last mentioned indenture, a distance of 146.10 feet to a point in the West line of North Crosby Avenue, distance of 178.0 feet Southerly along the said West line of North Crosby Avenue from the intersection of the said West line of North Crosby Avenue with the Southerly line of North Holladay Street; thence South 0°17' West along the said West line of North Crosby Avenue, a distance of 72.0 feet to the point of intersection of the said West line of North Crosby Avenue with the South line of North Pacific Street; thence South 89°43' East along the said South line of North Pacific Street, a distance of 116.0 feet to a point distant 144.00 feet Westerly along the said South line of North Pacific Street from the intersection of the last mentioned line with the West line of North Larrabee Avenue; thence South 53°06'15" East a distance of 179.40 feet to a point in the West line of North Larrabee Avenue distant Southerly along said West line of North Larrabee Avenue, 107.0 feet from the last described intersection of said West line of North Larrabee Avenue with the said South line of North Pacific Street; thence South 0°17' West along the said West line of North Larrabee Avenue a distance of 143.0 feet to the point of intersection of the said West line of North Larrabee Avenue with the South line of North Oregon Street; thence South 89°43' East along the said South line of North Oregon Street a distance of 13.97 feet to a point that is distant 50.00 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last mentioned center line between said double-tracks having a radius of 308.39 feet, an arc distance of 180.52 feet (the chord of said curve bears South 31°50'50" West a distance of 177.94 feet) to a point in the said Harbor Line; thence North 43°22'30" West along said Harbor Line a distance of 571.66 feet to the true point of beginning. TOGETHER WITH that portion of vacated Crosby Avenue and N. Pacific Street which inures thereto by reason of Ordinance recorded June 3, 1958 in Book 1900, page 448.

TOGETHER WITH that portion of vacated Larrabee Street which inures thereto by reason on Ordinance recorded January 17, 1962 in Book 2098, page 503.

TOGETHER WITH those portions of vacated N. Crosby Avenue and N. Larrabee Avenue and N. Pacific Street, which inures thereto by reason of Ordinance recorded June 19, 1973 in Book 933, page 435.

EXCEPTING THEREFROM that portion lying below the high water mark of the Willamette River.

FURTHER EXCEPTING THEREFROM that portion contained in deed to City of Portland, Office of Transportation recorded February 20, 2001 as Fee No. 2001-022923.