

Jackson County Official Records	2025-021032
R-E	09/30/2025 12:41:01 PM
Stn=4 SIMPSOHP	
\$45.00 \$10.00 \$13.00 \$13.00 \$11.00	\$156.00
\$60.00 \$4.00	
I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Christine Walker - County Clerk	

Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
165 E. 7th Avenue, Suite 100
Eugene, OR 97401
Attention: Don Hanson

Grantor

Roseburg Forest Products Co.
3660 Gateway Street
Springfield, OR 97477

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes ("**EES**") is made on September 29 2025, between Roseburg Forest Products Co., an Oregon corporation ("**Grantor**") and the State of Oregon, acting by and through the Oregon Department of Environmental Quality ("**DEQ**" or "**Grantee**").

RECITALS

A. Grantor is the owner of certain real property located in Medford, in Jackson County, Oregon, Tax Map 372W24, Tax Lot 500 and 600 (the "**Property**") the location of which is more particularly described in Exhibit A to this EES. The Property is a portion of the site referenced under the name Medford Corp.- North Medford, Cleanup Site ID No. 0537, in the files of DEQ's Environmental Cleanup Program at Western Region office located at 165 E. 7th Avenue, Suite 100, Eugene, Oregon, and telephone 541-686-7838. Information about the Property can be found online at DEQ's electronic data management system, at <https://ordeq.org/ECSI0537>.

B. On May 8, 2024, the Director of DEQ entered into a Consent Order for a prospective purchaser agreement with Grantor. The remedial action prescribed in the Consent Order requires, among other things, site and land use restrictions on the Property, restrictions on groundwater use, and development and implementation of a Site Management Plan.

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

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

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AmeriTitle WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

1. DEFINITIONS

- 1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.
- 1.2 "Ecological receptor" has the meaning set forth in OAR 340-122-0115.
- 1.3 "Hazardous substance" has the meaning set forth in ORS 465.200
- 1.4 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, but excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.
- 1.5 "Remedial Action" has the meaning set forth in ORS 465.200 and OAR 340-122-0115.

2. GENERAL DECLARATION

2.1 Grantor, in consideration of Grantee's approval of the Consent Order scope of work elements described above, grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property is now subject to and must in the 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. **Land Use Restrictions.** The following operations and uses are prohibited on the Property:

- a. The Property or portions of the Property may not be developed for commercial, residential, or agricultural use without further investigation and/or cleanup under DEQ oversight and approval.

- b. Regardless of the buildings on the Property, workers should not be present at the Property on a day-to-day basis to prevent exposure to elevated levels of contamination in the shallow soils.

3.2. **Access Restrictions.** Owner must install and maintain a fence around the Property to restrict entry to the Property to reduce or limit human exposure to contaminated surface soil.

3.3. **Site Management Plan.** Owner shall implement and adhere to the requirements prescribed in the DEQ approved Site Management Plan (“**SMP**”) dated December 10, 2024 and approved by DEQ.

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 Jackson County zoning code or any successor code. As of the date of this EES, the base zone of the Property is Medford-Light Industrial (I-L, tax lot 500) and Medford-General Industrial (I-G, tax lot 600).

6.3. Cost Recovery. Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4. Inspection and Reporting. Owner will immediately notify DEQ of any condition or occurrence at the Property that does not conform with provisions of this EES. In addition, Owner will maintain records documenting inspection and reporting as outlined in the DEQ approved Site Management Plan. Owner will submit inspector records to DEQ within 30 days of receipt of a written request from DEQ of its periodic review of compliance with this EES. Reports provided to DEQ in response to this notification must include sufficient detail to allow DEQ to determine compliance with EES requirements, and include a photographic log that supports the report's narrative.

6.5. Reference in Deed. A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.6. Effect of Recording. Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.7. Enforcement and Remedies. Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may

enforce this EES as provided in the Consent Order or seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

6.8. IN WITNESS WHEREOF Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above

[signatures and acknowledgements appear on following page(s)]

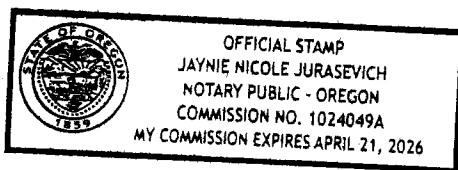
BY SIGNATURE BELOW, THE STATE OF OREGON APPROVES AND ACCEPTS THIS
CONVEYANCE PURSUANT TO ORS 93.808.


GRANTOR: Roseburg Forest Products Co., an Oregon corporation

By:  Date: 9/17/2025
Matthew Lawless, General Counsel

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument is acknowledged before me this 17th day of
September, 2025, by Matthew Lawless, General Counsel of Roseburg Forest Products Co., an
Oregon corporation, on its behalf.



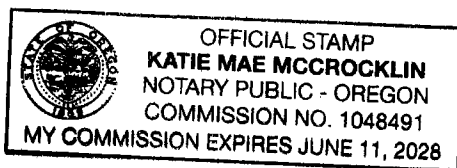

NOTARY PUBLIC FOR OREGON
My commission expires: April 21, 2026

GRANTEE: State of Oregon, Department of Environmental Quality

By: Mary Camarata Date: 9-29-25
Mary Camarata, Western Region Cleanup and Emergency Response Manager (Acting)

STATE OF OREGON)
County of Jackson) ss.

The foregoing instrument is acknowledged before me this 29th day of September, 2025, by Mary Camarata of the Oregon Department of Environmental Quality, on its behalf.



[Signature]
NOTARY PUBLIC FOR OREGON
My commission expires: June 11, 2028

EXHIBIT A

Legal Description of Property

TRACT A: Commencing at the southwest corner of Donation Land Claim (DLC) No. 60 in Township 37 South, Range 2 West, Willamette Meridian, in Jackson County, Oregon; thence along the south boundary of said DLC No. 60, South 89°59'48" East 764.72 feet to the True Point of Beginning; thence continue along said south boundary, South 89°59'48" East 517.65 feet to the westerly right of way line of that land acquired for the State of Oregon by and through its Department of Transportation by Circuit Court Final Judgment, Case No. 994180E2; thence along said westerly right of way, South 27°17'01" West 483.39 feet; thence South 36°41'52" West 141.17 feet; thence South 02°54'38" West 381.74 feet; thence South 40°52'20" West 34.75 feet; thence North 88°31'53" West 302.82 feet; thence South 77°26'32" West 96.40 feet; thence, leaving said State of Oregon right of way, North 12°33'28" West 68.02 feet to the southeast corner of that tract of land described in No. 99-21518, Official Records; thence along the easterly boundary of said tract, North 15°05'50" East 929.24 feet to the True Point of Beginning.

(Code 49-01, Account #1-042914-3, Map #372W24, Tax Lot #500)

TRACT B: Commencing at the southwest corner of Donation Land Claim (DLC) No. 60 in Township 37 South, Range 2 West, Willamette Meridian, in Jackson County, Oregon; thence along the south line of said DLC No. 60, South 89°59'48" East 764.72 feet to the northeast corner of that tract of land described in No. 99-21518, Official Records for the True Point of Beginning; thence along the easterly boundary of said tract, South 15°05'50" West 929.24 feet to the southeast corner thereof; thence South 12°33'28" East 68.02 feet to the northerly right of way line of that tract of land acquired by the State of Oregon, by and through its Department of Transportation by Circuit Court Final Judgment, Case No. 994180E2; thence along said right of way line, South 77°26'32" West 87.66 feet; thence South 65°09'13" West 162.23 feet; thence South 51°20'56" West 4.54 feet to the easterly right of way line of the Central Oregon and Pacific Railroad Company; thence leaving said State of Oregon right of way and along the railroad right of way, North 35°08'29" West 524.83 feet; thence South 00°23'36" East 120.82 feet; thence North 35°15'10" West 540.38 feet to the most westerly corner of that tract of land described in No. 98-41740, Official Records; thence along the northerly boundary of said tract, North 71°51'56" East 889.01 feet (record North 71°52'33" East 889.08 feet) to a 5/8" iron pin; thence North 57°20'50" East 187.63 feet (record North 57°18'23" East 187.56 feet) to the westerly right of way line of Lynn Road; thence along said right of way line, South 44°58'35" East 104.55 feet to the point of beginning.

(Code 49-01, Account #1-038559-1, Map #372W24, Tax Lot #600)

EXHIBIT B

SITE MAP

