

Space above this line for Recorder's use.

After recording, return to:

Grantee

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

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. [insert]

Cascadia Community Impact Fund LLC,

Respondent.

ORDER ON CONSENT

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

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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 including but not limited to the migration of the foregoing from neighboring properties to 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 including but not limited to the migration of the foregoing from neighboring properties to 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 CCIF is an investment fund created to catalyze positive social, environmental, and economic outcomes through social and financial investment.

B. The Property proposed for acquisition by Respondent, is currently owned, in various configurations as further defined below in Section 3.C.(1)-(4), by Streimer Sheet Metal Works, Inc., Carrie L. McClanahan, Brenda S. Fast, Frederick L. Streimer, as Trustee of the Frederick L. Streimer 2012 Irrevocable Trust U/A/D 12/12/2012, and Tri-S Group LLC.

C. The Property includes the following parcels:

(1) Parcel I (Tax Lot ("TL") 2900, R250569) located at 740 N Knott Street, Portland, Oregon and owned by Tri-S Group (the "Tri-S Group Parcel");

(2) Parcel II (TL 3500) at N Side / N Knott Street (R250576), Parcel III (TL 3400 & 3300) located at 739 N Knott Street (R250575 & R250579), Parcel IV (TL 7400 & 7500) located at 2631 N Albina Avenue and 2621 N Albina Avenue (R250561 & R250560), Parcel V (TL 2500) located at 703 N Russell Street (R250567), Parcel VII (TL 2700 & 2800) located at 731 WI/ N Russell Street and 731-753 N Russell Street (R250565 & R250566), Parcel VIII (TL 7100, 7200 & 7300) located at 2651 N Albina Avenue and 2651 WI/ N Albina Avenue (R250562, R250563 and R250564), all in Portland, Oregon and owned by McClanahan, Fast, and Streimer Trust (collectively, the "Streimer Trust-McClanahan-Fast Parcels"); and

(3) Parcel IX (TL 8000) at NEC/ Mississippi & N Russell Street (R250555), Parcel X (TL 8200) at 2630 N Mississippi Avenue, Parcel XII (TL 2600) at 717 N Russell Street (R250568), and Parcel XIII (TL 7900) at 829 N Russell Street (R250556), all in Portland, Oregon and owned by Streimer Corp. (collectively, the "Streimer Parcels").

(4) To summarize, the Property includes all of tax lots 2500, 2600, 2700, 2800, 2900, 3300, 3400, 3500, 7100, 7200, 7300, 7400, 7500, 7900, 8000, and 8200 of Multnomah County tax map 1N1E27BD, as presently configured.

D. The Property is depicted, by tax lots located at the black arrow, on Exhibit A.

E. The Property makes up an approximately 3.17-acre site generally located within and

adjacent to two city blocks on the north side of North Russell Street between North Mississippi Avenue and North Borthwick Avenue, Multnomah County, Oregon. 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.

- F. Respondent refers to the redevelopment project area that includes the Property as the "Albina Campus." The Property is currently developed with commercial buildings, materials storage yards, and parking lots. The Property is zoned Central Employment (EX) and General Industrial 1 (IG1) by the City of Portland. Respondent anticipates seeking a zoning revision from the City of Portland to enable mixed-use redevelopment that includes residential uses.
- G. The Property is located on and adjacent to two city blocks in the Albina Neighborhood of Portland, Oregon. As the area was settled, it was developed as farmland. By 1889, The area included residences, a church, and a commercial building. Commercial and industrial uses gradually increased over the next several decades. Development continued throughout the mid-1900s, with commercial and industrial uses that included an asbestos factory on TL 7400 (1924-1936); a possible dry cleaner on TL 7900 (?-1936); an auto repair facility on TLs 2700 and 2800 (1940-1954); and, a dry cleaner on TL 2700 (First Class Dry Cleaner, 1950-1975).
- H. Neighboring properties developed following the same pattern, with commercial and industrial uses prevailing by the 1900s. Notable development adjacent to the Property includes the Campbell Dry Cleaner site (1950-1994) on tax lot 7700 east of tax lot 7900 (DEQ ECSI No. 5680)(the "Campbell Site"); and the Tarr Inc. chemical/oil distribution facility (1960-1981)(the "Tarr Site") across North Russell Street (DEQ ECSI No. 1139).
- I. Investigations at the Property and neighboring sites, including the Tarr Site and the Campbell Sites, have detected various contaminants as follows:
 - (1) Asbestos in soil on TLs 7400, 7500 and 2700.
 - (2) Soil gas containing PCE, TCE, benzene, and 1,3-butadiene at concentrations greater than DEQ RBCs on TLs 2600 and 2700.
 - (3) The historic Campbell Dry Cleaner operated on a parcel adjoining TL 7900 at the Campbell Site, ECSI No. 5680.

- (a) Chloroform, PCE, and TCE have been detected at concentrations greater than DEQ RBCs in soil gas and groundwater on that site.
 - (b) In 2016, DEQ issued a partial "No Further Action" ("NFA") determination for the Campbell Site, though that NFA does not include any hazardous substances that originated on the Campbell Site but have moved onto TL 7900 or to other offsite locations.
- (4) The historic Tarr Inc. and predecessors operated immediately south of TLs 2600 and 2700 at the Tarr Site, ECSI No. 1139.
 - (a) VOCs and petroleum hydrocarbons have been detected in soil, soil vapor, and groundwater at the Tarr Site and offsite.
 - (b) Plumes of VOCs and petroleum hydrocarbons from the Tarr Site have been partially mapped and indicate that contaminants originating at the Tarr Site have reached the Property, including TLs 2600, 2700 and 7900.
- (5) Petroleum-impacted soil from a former heating oil UST, DEQ LUST File No. 26-08-0191, on TL 7900.
- (6) Petroleum-impacted soil from a former heating oil UST, DEQ LUST File No. 26-95-0131, on TL 7500.
- J. TL 2700 has an open ECSI listing associated with the historic business, First Class Dry Cleaners, ECSI No. 6582.
- K. The Property had underground storage tanks, which have been listed on DEQ's UST or LUST lists (as noted above for TLs 7900 and 7500 and below).
- L. Remedial and removal actions have been conducted at various locations on the Property and on adjoining or neighboring properties:
 - (1) A 1,000-gallon gasoline UST (DEQ UST Facility ID No. 4749) was decommissioned by removal in 1989 on TL 2900. A subsurface investigation in the vicinity of this UST in 2023 did not detect soil gas containing gasoline-range hydrocarbons or VOCs at concentrations greater than applicable DEQ RBCs.
 - (2) A 500-gallon heating oil UST on TL 7500, DEQ LUST File No. 26-95-0131, was decommissioned by removal in 1995. DEQ issued an NFA determination for that UST in 2008, leaving some petroleum-impacted soil in place.
 - (3) A 675-gallon heating oil UST on TL 7900, DEQ LUST File No. 26-08-0191, was decommissioned by removal in 2008. Approximately 4.86 tons of petroleum-impacted

soil was removed. DEQ issued an NFA determination for that UST in 2008, leaving some petroleum-impacted soil in place.

- (4) A 340-gallon heating oil tank on TL 2700, DEQ Tank HOT Decom ID 49885, was decommissioned by removal in 2023. No evidence of leaks from that tank were detected at the time.
- (5) The Tarr Site (also known as Priestley/Tarr Facility and Conger Northwest, Inc.; ECSI No. 1139) is located at 2429 N. Borthwick Ave., across N. Russell St. from the Property.
 - (a) 18 chemical storage USTs were removed from the Tarr Site in 1990. Those USTs had been used to store gasoline, diesel, fuel oil, petroleum solvents, chlorinated solvents (e.g. PCE, TCE), and alcohols.
 - (b) Petroleum-impacted soil was excavated from the Tarr Site to depths of 30-65 feet.
 - (c) Additional investigations were performed between 2001 and 2011.
 - (d) The Tarr Site entered DEQ's Voluntary Cleanup Program ("VCP") in 2005.
 - (e) PCE and TCE associated with the Tarr Site have been detected at various locations, including on the City of Portland right-of-way at N. Albina Ave. and N. Russell St. (vapor samples at sampling location vp-8, 2008, 2009); on TL 2600 (vapor samples at sampling location vp-13, 2008, 2009; air samples 733-W-A, 733-B-A); and southeast of TL 7500 (groundwater sample at boring B-60). PCE and TCE from the Tarr Site extend onto the Property, specifically TLs 2500, 2600, 2700, 2800, and 7500.
 - (f) DEQ issued a Remedial Action Record of Decision and Portland Harbor Source Control Decision ("Tarr ROD") for the Tarr Site on July 17, 2017.
 - (i) Figures 6 and 7 of the Tarr ROD depict high concentrations of PCE and TCE from the Tarr Site in soil vapor extending onto the Property, including TLs 2500, 2600, 2700, and 2800. Figures 8 and 9 of the Tarr ROD depict PCE and TCE from the Tarr Site in groundwater extending onto the Property, including TLs 2700 and 7900.
 - (g) Remediation of the contaminants at the Tarr Site, under DEQ oversight and as described in the Tarr ROD, is ongoing as of the issuance date of this Consent Order.

M. Respondent intends to purchase the Properties for the purpose of redeveloping them

for community-based, commercial, and residential uses as part of a broader effort to revitalize the historic Albina neighborhood. Respondent anticipates that redevelopment will provide access and amenities in service of the surrounding neighborhood. As part of that redevelopment, Respondent will address and, as necessary, remediate hazardous substances located on the Properties.

N. Pursuant to ORS 465.320, on December 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 requires the following:

- Prepare a Contaminated Media Management Plan for the Property;
- Prepare an Inadvertent Discovery Plan for the Property;
- Design and construct such soil vapor mitigation systems as may be necessary to meet applicable standards and DEQ requirements for future buildings constructed on the Property;
- Conduct remediation of asbestos impacted soil where it is detected as part of development activities on the Property;
- Properly manage and dispose of petroleum impacted and/or unanticipated impacted media that may be encountered during construction and redevelopment activities at the Property; and
- Conduct such other activities as may be required under the Scope of Work ("SOW"), attached to this Consent Order as Exhibit C.

O. 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 October 10, 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 including but not limited to the migration of the Hazardous Substances from neighboring properties to 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 with City of Portland and the State of Oregon.

- P. On December 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 [INSERT DATE]. 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, soil vapor, 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:

Work to be Performed

J. 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 SOW, attached to this Consent Order as Exhibit C, and the terms and schedules set forth in DEQ-approved work plans.

K. 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.

L. 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.

M. Site Restrictions and Periodic Reviews

- (1) As necessary, Respondent will execute and record an Easement and Equitable Servitude as determined by DEQ substantially in the form in Exhibit D. Respondent will provide DEQ a file-stamped copy of any recorded 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.

5. 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.

6. 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
Department of Environmental Quality
Northwest Region
700 NE Multnomah St, Suite 600
Portland, Oregon 97232
Phone: (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@projectpdx.com

- (2) 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.
- (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 [Date] 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.

K. Financial Assurance

- (1) Respondent will demonstrate its ability to perform remedial work required under this Consent Order by obtaining and submitting to DEQ for approval one or a combination of the following: (1) a performance bond; (2) a letter of credit equaling the total estimated cost of the work; (3) evidence of an escrow account dedicated to payment of or reimbursement for remedial action costs; or (4) internal financial information (financial test or corporate guarantee) sufficient to satisfy DEQ that its net worth is sufficient to make additional financial assurances unnecessary. If internal financial information is relied upon, the standards used to determine the adequacy of Respondent's resources must be substantially equivalent to those set forth in 40 CFR Part 265, Subpart H. Financial assurance must be submitted within 30 days of DEQ approval of the final remedial design work plan in the amount of the estimated total capital cost of the remedial action.
- (2) Within 30 days of receipt of the financial assurance or other information, DEQ will determine its adequacy and communicate that determination to Respondent. If DEQ determines that such assurance or information is inadequate, Respondent will submit one of the other forms of assurance to DEQ for approval. If internal corporate

information is relied upon, Respondent will submit updated financial information annually on the anniversary date of issuance of this Consent Order.

- (3) During implementation of the remedial action, DEQ may require Respondent to revise the cost estimates used to demonstrate Respondent's financial assurance, or Respondent at its own election may revise the cost estimate for the required work from time to time. If a revised cost estimate is significantly higher or lower than the original cost estimate, DEQ may require Respondent to submit revised financial assurance under the terms and schedule set forth in the preceding paragraphs adequate to assure financial capability at the level of the revised cost estimate.
- (4) Except as approved by DEQ, work required under this Consent Order may not be delayed pending submission and/or approval of financial assurance under this subsection.

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 December 31, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Signatures

STIPULATED, AGREED, and APPROVED FOR ISSUANCE:

Respondent, Cascadia Community Impact Fund LLC

By: _____ Date: _____

Name:

Title:

STATE OF OREGON)
) ss.

County of Multnomah)

The foregoing instrument is acknowledged before me this _____ day of _____, 20____, by _____ 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 Multnomah)

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

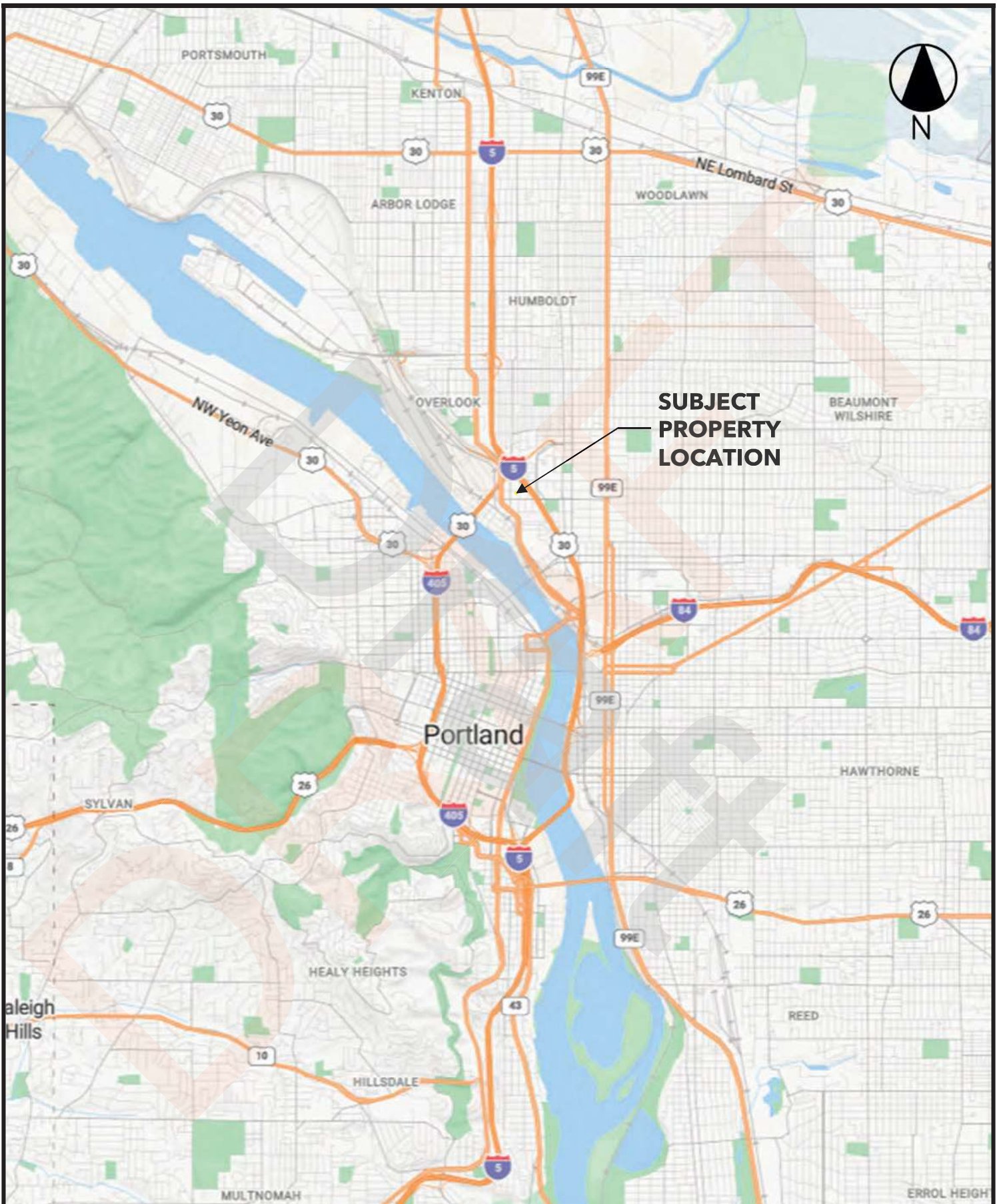
NOTARY PUBLIC FOR OREGON

My commission expires: _____

Draft

EXHIBIT A

Vicinity Map



Geotechnical ■ Environmental ■ Special Inspections Columbia West Engineering, Inc.	PROJECT NO.: PROJECT-3-02-1 JULY 2025	VICINITY MAP ALBINA CAMPUS PORTLAND, OREGON	EXHIBIT A
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EXHIBIT B

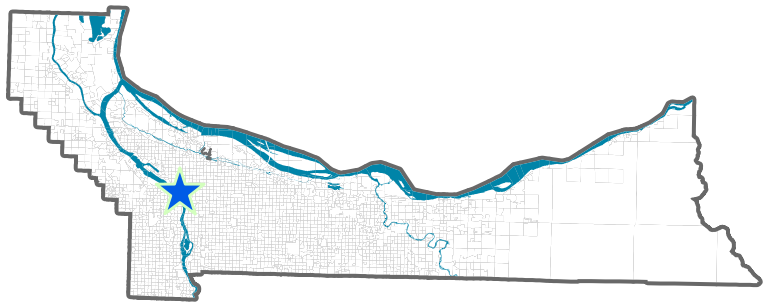
Property Legal Description

EXHIBIT B

Legal Descriptions to be provided for the following tax lots:

Tax Lot	Full Tax Lot	Account No.	Owner	Owner Address	Zoning	DEQ Database Listings
2500	1N1E27BD02500	R678303060	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2600	1N1E27BD02600	R678303100	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2700	1N1E27BD02700	R678302980	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	ECSI No. 6582
2800	1N1E27BD02800	R678302960	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2900	1N1E27BD02900	R678303160	TRI-S GROUP LLC	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3300	1N1E27BD03300	R678303460	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3400	1N1E27BD03400	R678303380	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3500	1N1E27BD03500	R678303400	FREDERICK L STREIMER 2012 IRREVOCABLE TR ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7100	1N1E27BD07100	R678302800	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7200	1N1E27BD07200	R678302840	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7300	1N1E27BD07300	R678302860	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7400	1N1E27BD07400	R678302780	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7500	1N1E27BD07500	R678302760	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	LUST No. 26-95-0131
7900	1N1E27BD07900	R678302660	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	LUST No. 26-08-0191
8000	1N1E27BD08000	R678302640	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
8200	1N1E27BD08200	R678302580	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	

Multnomah
County



**S.E. 1/4 N.W. 1/4 SECTION 27
TOWNSHIP 1 N. RANGE 1 E.
WILLAMETTE MERIDIAN**

1" = 100'

Cancelled Numbers:

6100
6200
8500
8600
9100
9200


 PCS: NAD 1983 HARN State Plane Oregon
 FIPS 3601 Feet Intl
 Datum: North American 1983 HARN
 Projection: Lambert Conformal Conic
 Multnomah County
8/25/2022 5:50 PM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

1N1E27BD PORTLAND

EXHIBIT C

Scope of Work

11/26/2025

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 the Low-End Development in Portland, Oregon. Work under this SOW shall be referred to as the "Project." The Project area includes all of tax lots 2500, 2600, 2700, 2800, 2900, 3300, 3400, 3500, 7100, 7200, 7300, 7400, 7500, 7900, 8000, and 8200 of Multnomah County tax map 1N1E27BD, as presently configured (the Properties, See Site Plan, Figure 1).

The Properties are zoned Central Employment (EX) and General Industrial 1 (IG1). The Project area is in Portland's Albina neighborhood, a historically disadvantaged residential and commercial neighborhood that was isolated by the construction of Interstate 5 and converted to primarily industrial use.

CCIF intends to purchase the Properties for the purpose of redeveloping them for commercial and/or residential uses as part of a broader effort to revitalize the historic Albina neighborhood.

This Scope of Work (SOW) is intended to address remedial activities that will be completed over the course of the Project. The following SOW activities to be completed by the Defendant include the following: (1) Developing a Contaminated Media Management Plan and Inadvertent Discovery Plan, and if necessary, Obtaining a 1200-C Construction General Permit for development activities; (2) evaluating potential vapor intrusion risks at the Properties, (3) characterizing and managing asbestos-contaminated soil (4) managing petroleum impacted soil that may be present in utility corridors or planned excavations; (5) managing unanticipated impacted media that may be encountered during Project construction; (6) implementing appropriate engineering and/or institutional controls to prevent exposure to contaminants in soil and/or soil vapor, and (7) completing the required project reporting.

Task 1 –Contaminated Media Management Plan and Inadvertent Discovery Plan and, if necessary, a National Pollutant Discharge Elimination System (NPDES) 1200-C Construction General Permit

Defendant shall prepare site-specific Contaminated Media Management Plans (CMMPs) and Inadvertent Discovery Plans (IDPs) for each redevelopment in the Project for review and approval by DEQ 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 soil vapor), 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.

A 1200-C General Permit is required for all construction activities at the property where ground disturbance will be greater than 1 acre. Where applicable, the Defendant shall submit a complete application at least 30 days before beginning any construction activities. The application should include an erosion and sediment

control plan (ESCP), which documents best management practices that will be utilized throughout the project, including but not limited to the location of the construction entrance, soil stockpile locations, locations for protecting catch basins and other city infrastructure, as needed. Source control methods to protect stormwater from entering the City stormwater system during construction and downgradient impacts to neighboring properties. The applications should also include a Land Use Compatibility Statement (LUCS).

Task 2 – Evaluate Vapor Intrusion Risks at The Properties

Several properties with documented soil vapor contamination are near the Project area which may contribute to on-site vapor intrusion risks to receptors:

- The former Campbell Dry Cleaner site (ECSI No. 5680, tax lot IN1E27BD-7700, located at 817 N Russell St., Portland, OR 97227); and,
- The Tarr Inc. site (ECSI No. 1139, tax lots INIE27CA-1800, 1900, 2000, 2200, 2500, and 2600, located at 2429 N. Borthwick, Portland, Oregon 97227)

In the area adjoining the former Campbell Dry Cleaner site (ECSI No. 5680) and the Tarr Inc. site (ECSI No. 1139), PCE and TCE have been detected in soil vapor samples and/or indoor ambient air samples collected at concentrations greater than DEQ risk-based concentrations for residential and commercial receptors. PCE was detected at a concentration greater than the current DEQ Vapor Intrusion into Buildings chronic RBC for residential receptors in soil vapor probe VP-13, a permanent vapor probe installed at south boundary of tax lot 2600 to monitor the Tarr Inc. soil vapor plume.

Multiple tax-lots are also present in the Project area, that have documented historical releases of volatile organic chemicals (VOCs). The soil may include VOC residuals, which may contribute to on-site vapor intrusion risks to receptors at the following properties:

- The former First Class Dry Cleaners, ECSI No. 6582 Tax lot, 1N1e27BD-2700 located at 731-753 N. Russell St., Portland, OR 97227;
- Steimer Sheet Metal – UST HOTD - 49885; Tax lot, 1N1e27BD-2700 located at 753 N. Russell St., Portland, OR 97227;
- Steimer Sheet Metal Works, Inc – UST Facility ID 4749, Tax lot, 1N1e27BD-2900 located at 753 N. Russell St., Portland, OR 97227;
- Steimer Sheet Metal Works, Inc – UST Facility ID 4746, Tax lot, 1N1e27BD-2900 located at 740 N Knott St., Portland, OR 97227;
- Steimer Sheetmetal Works – UST, HOT Facility ID 26-95-0131, Tax lot, 1N1e27BD-7500 located at 2621 N. Albina Ave., Portland, OR 97227; and,
- Hallet – UST, HOT Facility ID 26-08-0191, Tax lot, 1N1e27BD-7900 located at 829 Russell St., Portland, OR 97227.

In the area of the former First Class Dry Cleaners site (ECSI No. 6582), benzene and/or 1,3-butadiene were detected at concentrations greater than DEQ Vapor Intrusion into Buildings chronic RBCs for residential and commercial receptors. These contaminants may be associated with the Tarr Inc. site. There were some detections of chlorinated solvents in soil vapor samples collected at the former First Class Dry Cleaners site, but the concentrations were less than DEQ risk-based concentrations for residential/commercial receptors and do not appear indicative of a release from the former First Class Dry Cleaners site.

Several UST and/or HOT tanks have been removed from the Project area, where residual impacts of petroleum

constituents have been documented in the soil, including UST ID's 4746 and 4749, and HOT Facilities 26-95-131 and 26-08-191, respectively. Additional soil characterization may be necessary in these areas if elevated field readings are found for VOCs and/or if other evidence is encountered of impacted soil. In addition, defendant will further evaluate soil vapor conditions at the Properties to define the extent of impacted soil vapor prior to redevelopment activities.

Task 3 – Characterize and Manage Asbestos-Impacted Soil

An asbestos factory was located on tax lot 1N1E27BD-7400, located at 2631 N Albina Ave. from approximately 1924 through 1936. Asbestos has been detected in surface soil in the vicinity of tax lot 7400. Asbestos-impacted soil is generally limited to the upper 1 foot of soil, with some asbestos detections as deep as 2 feet below ground surface in specific locations; however, the asbestos-impacted soil has not been fully delineated on the adjacent properties to the West, south or east of the tax lot 7400.

The seller may remediate asbestos-impacted soil as a condition of closing. If the seller does not remediate asbestos-impacted soil as a condition of closing, during future redevelopment, Defendant shall properly manage and dispose of asbestos-impacted soil that must be excavated to facilitate redevelopment activities within the Project area. If additional characterization is required, a work plan for additional sampling will be submitted to DEQ for review for approval prior to soil removal.

Excavation of asbestos-impacted soil shall be conducted in a manner consistent with Occupational Safety and Health Administration (OSHA) guidelines, and Defendant shall employ appropriate measures to ensure that airborne asbestos fibers do not leave the worksite during excavation. The specific means and methods for excavation of asbestos-impacted soil will be determined by the selected contractor and approved by DEQ prior to excavation. Following excavation of asbestos-impacted soil, if residual asbestos-impacted soil is present, appropriate engineering and/or institutional controls (see Task 6) will be instituted to prevent exposure to residual asbestos-impacted soil by future occupants and site workers. A description of asbestos-impacted soil removed from the site, and residual asbestos-impacted soil, if present, shall be included in a Construction Completion Report (See Task 7g).

Task 4 – Manage Petroleum-Impacted Media

Residual petroleum-impacted soil associated with LUST File Nos. 26-95-0131 and 26-08-0191 is present on tax lots 7500 and 7900, respectively. This contamination was not detected at concentrations greater than applicable DEQ risk-based concentrations; however, petroleum contamination may be encountered at residual concentrations in the utility corridors or other areas. of The properties – locations where soil is removed within utility corridors must meet DEQ Clean Fill concentrations to be replaced as backfill. Any soil removed from excavations with concentrations above clean fill criteria shall be managed as waste soil, unless the Defendant applies for an receives DEQ approval of a Beneficial Reuse Determination or Solid Waste Letter of Authorization from DEQ's Materials Management Department.

Task 5 - Manage Unanticipated Impacted Media

In addition to known sources of contamination, it is possible that unanticipated media could be encountered during Project-related redevelopment activities at The Properties. 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

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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. If determined to be necessary, The Defendant will:

- investigate any anomalies identified following an inadvertent discovery to ensure there are no unacceptable impacts to future receptors related to the discovery,
- permanently decommission any USTs that are discovered during excavation work at the Property, in accordance with Chapter 340 Division 150 requirements,
- notify and consult with DEQ's UIC Program if underground injection controls (UICs, i.e., drywells) are discovered during excavation work at the Property,
- characterize the nature and extent, and remediate unknown impacts to soil and groundwater, in accordance with OAR 340-122-0040, or otherwise determined to be necessary in consultation with DEQ.

Task 6 – Implement Engineering and/or Institutional Controls

The Defendant shall execute an Easement and Equitable Servitudes (E&ES) requiring inspection and maintenance of any caps installed at the Property or any vapor mitigation system require to mitigate human health risks from contamination encountered at The Properties. The Defendant will adhere to the use restrictions in the E&ES until such time DEQ determines it is no longer necessary to mitigate unacceptable human health risks at The Properties. A long-term Operations and Maintenance (O&M) Plan shall also be included as an attachment to the EES for all The Properties that require on-going O&M.

Task 7 - Project Deliverables

The Defendant shall submit Construction Completion Reports (CCRs) to DEQ as various redevelopments are completed at the Property. The CCRs shall summarize initial response actions, sampling procedures, management, handling, and disposal for any unanticipated media that may be encountered during construction.

- a) Progress Reports: Submitted quarterly, unless alternative schedule is approved by DEQ in writing, as indicated in the Prospective Purchaser Agreement. The quarterly reports should include, at a minimum, work completed to date, and an updated construction schedule for the project work.
- b) CMMP, IDP, and if determined to be necessary a NPDES 1200-C application: Requires onsite workers and subcontractors be notified of the presence of soil and soil vapor 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 vapor and soil media, analytical methods for waste profiling, procedures for decontamination, Property control, stockpiling, transport and disposal, and final reporting requirements (see Construction Completion Reports, Task 7g.) for the removal activities.
- c) Vapor Intrusion Assessment Work Plan(s) and Technical Memorandum: Work Plan(s) shall be prepared as part of The Project Planning and prior to redevelopment activities at the Properties. The Work Plan(s) should describe the proposed investigative activities 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 soil and/or soil vapor at the site. The number of plans that are required will be determined by DEQ and will be determined based on the construction schedule and

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final development plan and associated receptor use scenarios (i.e., occupational, residential, etc.) for The Properties. If soil and/or soil gas contamination exceeding RBCs is encountered during the assessment, which poses potentially unacceptable human health risk, The Defendant will coordinate with DEQ to select a remedial alternative that will be implemented to mitigate the risk to future receptors. Following the assessment, the Defendant shall submit a technical memorandum include figures, summary tables of analytical data, field observations and conditions documented in field data forms, laboratory analytical reports, chain-of-custody documentation, screening of analytical data against DEQ's RBCs, and recommendations for additional assessment or mitigation work as appropriate.

- d) Asbestos Characterization and Management Work Plan: If additional soil characterization is determined to be necessary to facility removal of the asbestos-impacted soil, a work plan shall be submitted to DEQ for review for approval, prior to conducting the additional investigation. The management requirements for removing asbestos-impacted soil during the redevelopment activities should be described in the CMMP (See Item #7b above).
- e) Building Development Plans: Professionally prepared plans for the proposed developments 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. Plans should include details of the approved vapor mitigation system design (see Deliverable Item #7f below) and, if determined to be necessary – provide details for removal of asbestos-impacted soil.
- f) Vapor Mitigation System Design: If determined to be necessary for vapor mitigation into the design of a future building or reuse of an existing building, a detailed vapor mitigation system design shall be submitted for DEQ review for approval. The Defendant shall submit detailed plans stamped by an Oregon licensed Professional Engineer (PE). For systems requiring passive or active vapor mitigation, the plan should include an evaluation of the air discharge, based on DEQs 2025 Guidance for Assessing and Remediating Vapor Intrusion into Buildings. The plan should also provide details for performance monitoring that will be implemented following installation and before occupancy of any of the buildings.
- g) Construction Completion Report(s): Final Construction Completion Report(s) (CCRs), will be submitted by the Defendant to DEQ for review for approval and shall provide comprehensive summaries of the work completed at The Property. The number of CCRs to be submitted will depend on the final development plans and timing for implementation of the redevelopment activities at The Properties. At a minimum, the CCRs should include the means and methods used for the media management activities, and, if applicable, vapor mitigation measures employed at the property. The reports shall include material disposal information, including volumes for any materials removed and disposed of off-site from the Property, all related analytical testing results, a description of engineering controls, and photographs of the site work completed at The properties. The CCRs should also document that all scope-of-work items have been satisfactorily completed.
- h) EES: An EES shall be recorded with the county for all property restrictions and/or long-term building operation and/or maintenance requirements related to engineering or institutional controls (i.e., hardscape or softscape caps, vapor mitigation system operation, restrictions on groundwater use, etc.) installed at The Properties.

EXHIBIT D

Easement and Equitable Servitude

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], 2026 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 including all of tax lots 2500, 2600, 2700, 2800, 2900, 3300, 3400, 3500, 7100, 7200, 7300, 7400, 7500, 7900, 8000, and 8200 of Multnomah County tax map 1N1E27BD, as presently configured (the "**Property**") the location of which is more particularly described in Exhibit A to this EES. The Property is referenced under the name Former Streimer Sheet Metal Works, Inc. Properties PPA, ECSI File No. 6773 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 *Phase I Environmental Site Assessment Prepared for the Albina Campus, Portland, Oregon by Columbia West, July 31, 2025*. Project records are also available electronically at the following link:
https://ormswd2.synergydcs.com/HPRMWebDrawer/Record?q=webdrawercode%3A%22*082*%22+And+recAnyWord%3A%22ECSI6773%22&sortBy=

B. On [REDACTED], 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 requirement to review and implement 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. **Land Use Restrictions.** Unless additional remedial action or engineering controls, as defined by OAR 340-121-0115(23), and approved by DEQ are implemented to prevent or minimize exposure to hazardous substances, the following operations and uses are prohibited on the Property unless additional evaluation of residual contamination is completed at the property: residential use of any kind.

3.2. **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.

3.3. **Evaluation of Vapor Intrusion Risks Prior to Future Construction or A Change in Existing Property Use.** Prior to any proposed future construction of an enclosed structure for human occupation on the Property, the Grantor must evaluate human health risks from the vapor intrusion pathway in accordance with DEQ guidance. Soil gas, indoor air and/or ambient outdoor air samples shall be collected and analyzed for petroleum hydrocarbons and volatile organic compounds, as needed, to evaluate health risks under likely future use scenarios. If an assessment reveals unacceptable human health risks to future occupants, Grantor shall incorporate an engineering control that mitigates risks to acceptable levels into the design of the building.

3.4. **Vapor Intrusion Engineering Control.** If required based on the results of site assessment described in Section 3.3 of this EES, Grantor will implement a vapor intrusion engineering control, generally consisting of a sub-slab ventilation system that vents to an external discharge stack paired with a vapor barrier liner or DEQ-approved equivalent, to mitigate unacceptable vapor intrusion risks to occupants of future buildings for human occupation constructed at the Property. Prior to construction, Grantor will submit development plans, stamped by an Oregon-registered Professional Engineer, including plans for the vapor intrusion engineering control. The Grantor will design the vapor intrusion engineering control in a manner that facilitates performance testing, to the extent practicable. Grantor agrees to pay DEQ's oversight costs for review and approval of the proposed vapor intrusion engineering control. Grantor agrees to operate and maintain the remedy until such time DEQ determines that the conditions resulting in unacceptable health risks from vapor intrusion are no longer present at the Property.

3.5. **Vapor Intrusion Engineering Control Use Restrictions.** Except upon prior written approval from DEQ, Owner must not conduct operations on the Property or use the Property in any way that will or likely will penetrate a vapor intrusion engineering control, if needed per Section 3.4, or jeopardize the control's protective function as an engineering control that prevents intrusion of sub-slab vapor at concentrations exceeding applicable risk-based concentrations, including without limitation any excavation, drilling, scraping, or erosion.

3.6. **Soil Cap Engineering Control.** If necessary to mitigate human health risks from soils exceeding Risk-Based Concentrations for direct contact receptor use scenario base on soil ingestion, dermal contact or inhalation within three feet of the surface, such soils will be covered with at least three feet of clean material meeting Oregon Clean Fill standards or a low-permeability engineered surface at least three inches in thickness. Except upon prior written approval from DEQ, Owner may not conduct or allow operations or conditions on the Property

or use of the Property in any way that might penetrate any soil cap at the Property or jeopardize the soil cap's protective function as an engineering control that prevents exposure to contaminated soil, including without limitation any excavation, drilling, scraping, or uncontrolled erosion. Owner will maintain the soil cap, if applicable, in accordance with an Operations and Maintenance Plan as specified in the Statement of Work (attached in Exhibit C of the Consent Judgement) and approved in writing by DEQ.

3.7. Contaminated Media Management Plan. A Contaminated Media Management Plan (CMMP) will be prepared for the Property to identify potentially hazardous substances and constituents of potential concern at the Property. The CMMP will also include an Inadvertent Discovery Plan. 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.

3.8. 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 Properties base zones include Central Employment (EX) and 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 _____, 2026, 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 _____, 2026, by Kevin Parrett of the Oregon Department of Environmental Quality, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

EXHIBIT A

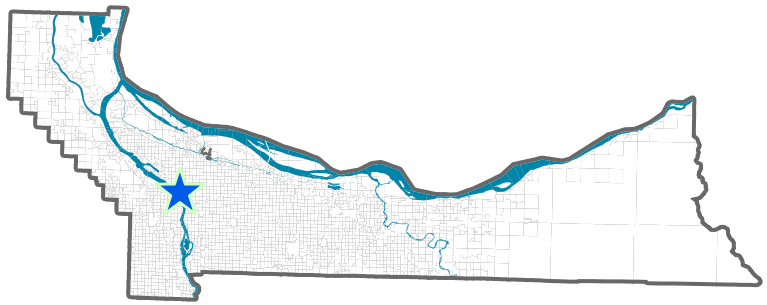
Legal Description

EXHIBIT A

Legal Descriptions to be provided for the following tax lots:

Tax Lot	Full Tax Lot	Account No.	Owner	Owner Address	Zoning	DEQ Database Listings
2500	1N1E27BD02500	R678303060	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2600	1N1E27BD02600	R678303100	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2700	1N1E27BD02700	R678302980	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	ECSI No. 6582
2800	1N1E27BD02800	R678302960	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
2900	1N1E27BD02900	R678303160	TRI-S GROUP LLC	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3300	1N1E27BD03300	R678303460	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3400	1N1E27BD03400	R678303380	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
3500	1N1E27BD03500	R678303400	FREDERICK L STREIMER 2012 IRREVOCABLE TR ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7100	1N1E27BD07100	R678302800	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7200	1N1E27BD07200	R678302840	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7300	1N1E27BD07300	R678302860	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7400	1N1E27BD07400	R678302780	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	
7500	1N1E27BD07500	R678302760	MCCLANAHAN, CARRIE L & FAST, BRENDA S ETAL	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	LUST No. 26-95-0131
7900	1N1E27BD07900	R678302660	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	LUST No. 26-08-0191
8000	1N1E27BD08000	R678302640	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	EX - Central Employment	
8200	1N1E27BD08200	R678302580	STREIMER SHEET METAL WORKS INC	740 N KNOTT ST PORTLAND OR 97227	IG1 - General Industrial 1	

Multnomah
County



**S.E. 1/4 N.W. 1/4 SECTION 27
TOWNSHIP 1 N. RANGE 1 E.
WILLAMETTE MERIDIAN**

1" = 100'

Cancelled Numbers:

6100
6200
8500
8600
9100
9200



PCS: NAD 1983 HARN State Plane Oregon
FIPS 3601 Feet Intl
Datum: North American 1983 HARN
Projection: Lambert Conformal Conic
Multnomah County
8/25/2022 5:50 PM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

1N1E27BD PORTLAND