

# UNION COUNTY

**Planning Department** 

Inga Williams, Planning Director

1001 4th Street, Suite C La Grande, OR 97850 PHONE (541) 963-1014

All Applications for Planning Commission review must be deemed complete by the Planning Department by the last business day of the month for consideration at the next available Planning Commission meeting

## **RETURN TO UNION COUNTY PLANNING DEPARTMENT**

- \_\_\_\_\_ Major Partition
- X Conditional Use
- Variance
- \_\_\_\_\_ Other: \_\_\_\_

A. APPLICA	NT (1)		owner and/or
	(2) Jack Maguire,	Ryka Land Services	
	authorized ag	gent of real property desc	ribed as:
Twp.	Range	Section	Tax Lot
4	35	Willamette	04S35-1200
South	East	Meridian	

**B.** The applicant requests the following in accordance with the provisions of the Union County Zoning Ordinances:

It is proposed to Build 150' Harmoni Towers self-support tower with 75'x75' chain link fenced off ground lease area, with space for future collocation.

- C. Evidence supporting the request: (Attach additional materials if necessary) The applicant alleges that the approval of the application or change would be in harmony with the intent and purpose of said zoning ordinances and that the proposed use conforms to the standards and/or criteria prescribed therefore in said ordinances and would not be detrimental to property or persons in the neighborhood for the following reasons Zoning approved, site plans attached
- **D.** A tentative plan attached including:
  - 1) Vicinity map marked "Exhibit A"
  - 2) Detailed plot plan marked "Exhibit B" and
  - 3) Statements of explanatory information marked "Exhibit C"
  - 4) <u>\$300</u>, being the fee provided by Ordinance, is attached.

k Maguire

Signature(s) Authorized Agent

7525 SE 24th Street
Street/Mailing Address

Mercer Island WA, 98040 City, State, Zip Code

(206) 523-1941

Phone Number

Signature(s) of all landowners

53540 Baseline Lane Street/Mailing Address

La Grande OR, 97850 City, State, Zip Code

541 428 2112

Phone Number

#### 2.06 CONDITIONAL USE REVIEW CRITERIA

1. An applicant for a use permitted in Section 2.04 must demonstrate compliance with the following criteria in addition to the applicable standards in Article 21.00 and subject to the review process identified in Section 24.03.

**Applicant Response:** Applicant is applying for a use permitted in Section 2.04, and demonstrates compliance with the following criteria in addition to the applicable standards in Article 21.00 and subject to the review process identified in Section 24.03. See stamped engineer drawings and site plan included in submittal documents.

2. The use will not force a significant change in accepted farm or forest practices on

surrounding lands devoted to farm or forest use; and

**Applicant Response:** The use will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use, just a 75'x75' ground chain link fenced lease area, with equipment and 150' self-support tower within the lease area.

3. The use will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

**Applicant Response:** The use of this land will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use. See stamped engineer site plan for project details.

4. For purposes of this section, a determination of forcing a significant change in accepted farm or forest practices on surrounding lands devoted to farm and forest use or a determination of whether the use will significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use requires:
A. Identification and description of the surrounding lands, the farm and forest operations on those lands, and the accepted farm practices on each farm operation

and the accepted forest practices on each forest operation;

**Applicant Response:** Land use application includes a site plan. Included in submittal documents is an environmental site plan with detailed analysis and description of the surrounding lands, farm and forest operations, and the accepted practices on each farm and forest operations, as well as a signed land use application from the property owners. Environmental site plan states that the surrounding lands to the south, east, and west is undeveloped land, and to the North is a former radio tower on undeveloped land, so there are no changes to forest practices or operations at this location.

B. An assessment of the individual impacts to each farm and forest practice, and whether the proposed use is likely to have an important influence or effect on any of those practices; and

**Applicant Response:** Determination to force a significant change in the target site location is included in submittal documents. Proposed use will not have an important influence or effect on the practices currently being used. See property owner-signed land use application, and stamped engineer drawings of site and surrounding areas.

C. An assessment of whether all identified impacts of the proposed use when considered together could have a significant impact to any farm or forest operation in the surrounding area in a manner that is likely to have an important influence or effect on that operation.

**Applicant Response:** An assessment of whether all identified impacts of the proposed use when considered together could have a significant impact to any farm or forest operation in the surrounding area in a manner that is likely to have an important influence or effect on that operation Is included in the environmental site analysis documents. Impacts on the proposed use will not significantly alter the current land uses or practices.

D. For purposes of this section, examples of potential impacts for consideration may include but are not limited to traffic, water availability and delivery, introduction of weeds or pests, damage to crops or livestock, litter, trespass, reduction in crop yields, or flooding.

**Applicant Response:** examples of potential impacts for consideration are described in the environmental site analysis of the proposed location, including things like water availability and delivery, introduction of weeds or pests, damage to crops or livestock, little, trespass, reduction in crop yields, or flooding are all address in the submittal documents of this proposal and environmental site analysis. The proposed site location is off of the public right of way, will include a locked fence lease area for trespassing, access for water availability and delivery. In the proposed location there will be no damage to existing crops or livestock, as well as no introduction of new pests or weeds. Site location will also not reduce crop yields or induce flooding as seen in lease agreements and environmental site plan.

E. For purposes of this section, potential impacts to farm and forest practices or the cost of farm and forest practices, impacts relating to the construction or installation of the proposed use shall be deemed part of the use itself for the purpose of conducting a review under this subsection.

**Applicant Response:** Potential minimal impacts to farm and forest practices or the cost of farm and forest practices are outlined in the submittal documents and site plan. Impacts relating to the construction or installation of the proposed land use is deemed as part of the use itself, and the application is for a new wireless communications facility with a 75'x75' ground lease area with minimal impacts to the existing farm and forest practices at the site.

F. In the consideration of potentially mitigating conditions of approval under ORS 215.296(2), the governing body may not impose such a condition upon the owner of the affected farm or forest land or on such land itself, nor compel said owner to accept payment to compensate for the significant changes or significant increases in costs described in this section.

**Applicant Response:** The consideration of conditions of approval under ORS 215.296(2), the governing body does not impose such a condition upon the owner of the farm or forest land on the land itself. Changes or increases in costs will not be affected by the applied land use, and the owner is not compelled to accept compensation payment. See details stamped engineer site plans, as well as signed land use application from the landowners.



verizon

# HARMONI TOWERS: OR0005313 MARLE

VZW SITE NAME: OR3 MARLEY CRI

# SITE ADDRESS: TBD BASELINE LA LA GRANDE, OR S

SITE	APPLICANT:     PROPERTY OWNER:       HARMONI TOWERS     WILLIAM & DONNA TSIATSOS TRUST       11101 ANDERSON DRIVE, SUITE 200     53540 BASELINE LANE       LITTLE ROCK, AR 72212     LA GRANDE, OR 97850       PHONE: (501) 621-0521     CONTACT: BILL TSIATSOS       CO-APPLICANT/LESSEE:     YERIZON WIRELESS       YERIZON WIRELESS     SITE ACQUISITION:       3255 160TH AVE. BUILDING 10, FLOOR 3     RYKA LAND SERVICES       BELLEVUE, WA 98008     7325 SE 241H ST., SUITE 100	
TREE NORTH	MERCER ISLAND, WA 98040         PROJECT CONSULTANT:         PHONE: (206) 523-1941         RYKA LAND SERVICES         7525 SE 24TH ST., SUITE 100         MERCER ISLAND, WA 98040         PHONE: (206) 523-1941         PROJECT ENGINEER:         CLEARWATER ENGINEERING, LLC         PBOTHELL, WA 98011         CONTACT: MARK OLSON, P.E.         EMAIL: mark@cw-engr.com	T-1         TITLE           C-1         PORT           C-2         PORT           C-3         PORT           C-4         PORT           C-5         PORT           A-1         PARC           A-2         OVER           A-2.1         SITE           A-2.2         ENLA           A-3         PROF           A-4         PROF           A-5         PROF
SITE INFORMATION	PHONE: (417) 824–1076 PHONE: (417) 824–1076 EMAIL: greg.baker@verizonwireless.com	
CODE INFORMATION:           ZONING CLASSIFICATION:         A-4 (TIMBER GRAZING ZONE)           BUILDING CODE:         2021 IBC           CONSTRUCTION TYPE:         IIB           OCCUPANCY:         U           JURISDICTION:         UNION COUNTY           PROPOSED BUILDING USE:         UNMANNED TELECOMMUNICATIONS FACILITY           SITE LOCATION:         45' 14' 16.07" N (45.237798')           LONGITUDE:         118' 26' 50.01" W (-118.447225')           TOP OF STRUCTURE (AGL):         ±150' (TOP OF SELF-SUPPORT TOWER)	PROJECT DESCRIPTION         IOWER WORK: (SELF-SUPPORT TOWER)         ADD:         • (1) 150'-0" SELF-SUPPORT TOWER W/ LIGHTNING ROD         • (3) ANTENNA SECTOR MOUNTS (1 PER SECTOR)         • (6) PANEL ANTENNAS (2 PER SECTOR)         • (6) REMOTE RADIO UNITS (2 PER SECTOR)         • (6) REMOTE RADIO UNITS (2 PER SECTOR)         • (2) OVP12 SURGE SUPPRESSION UNIT         • (3) 6X12 HYBRID CABLE	
BASE OF STRUCTURE (NAVD 88): ±3,905.5' (BASE OF SELF-SUPPORT TOWER)         PARCEL NUMBER:       PARCEL AREA:         04535-1200       800.13 ACRES (±34,853,662.8 SQ. FT.)         GENERAL INFORMATION:       .         1. PARKING REQUIREMENTS ARE UNCHANGED       .         2. TRAFFIC IS UNAFFECTED       .         3. SIGNAGE IS PROPOSED       .         D0 NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALES	EQUIPMENT GROUND WORK: ADD: • (1) 75'-0"x75'-0" (5,625 SQ FT) HARMONI TOWERS CHAIN LINK FENCED LEASE AREA • (1) HARMONI TOWERS UTILITY H-FRAME W/ MULTI-GANG METER BASE • (1) 12'-0"x20'-0" (240 SQ FT) VERIZON WIRELESS EQUIPMENT LEASE AREA • (1) 4'-0"x11'-0" (244 SQ FT) CONCRETE EQUIPMENT SLAB • (1) 4'-0"x11'-0" (240 SQ FT) CONCRETE GUIPMENT SLAB • (1) 4'-0"x9'-0" (36 SQ FT) CONCRETE GUIPMENT SLAB • (1) 4'-0"x9'-0" (36 SQ FT) CONCRETE GUIPMENT SLAB • (1) 4'-0"x9'-0" (36 SQ FT) CONCRETE GUIPMENT SLAB • (1) 90WER/FF CABINET (AIO) • (2) FUTURE CABINETS • (1) GPS ANTENNA • (1) UTILITY H-FRAME • (1) ICE BRIDGE • (2) OVP12 SURGE SUPPRESSION UNIT IN CABINET • (1) 30KW DIESEL GENERATOR W/ INTEGRATED 190 GALLON DIESEL FUEL TANK	CONSULTANT G CONSTRUCTION MAI LANDLORD'S REPRE PROJECT MANAGER SITE ACQUISITION PERMITTING ZONING REVIEWERS
	CODE INFORMATION:         ZONING CLASSIFICATION:       A-4 (TIMBER GRAZING ZONE)         BUILDING CODE:       2021 IBC         CONSTRUCTION TYPE:       IIB         OCCUPANCY:       U         JURISDICTION:       UNION COUNTY         PROPOSED BUILDING USE:       UNMANNED TELECOMMUNICATIONS FACILITY         SITE LOCATION:       LATITUDE:       45° 14' 16.07" N (45.237798')         LONGITUDE:       118° 26' 50.01" W (-118.447225')         TOP OF STRUCTURE (AGL):       ±150' (TOP OF SELF-SUPPORT TOWER)         BASE OF STRUCTURE (AGL):       ±3.905.5' (BASE OF SELF-SUPPORT TOWER)         PARCEL NUMBER:       PARCEL AREA:         04S35-1200       800.13 ACRES (±34,853,662.8 SQ. FT.)         GENERAL INFORMATION:       1. PARKING REQUIREMENTS ARE UNCHANGED         2. TRAFFIC IS UNAFFECTED       3. SIGNAGE IS PROPOSED	Prover (269) 523-1941 Prover (269) 523-1941

_EY CREEK	HARMONITOWERS
EEK	
ANE 97850	ENGINEERING ARCHITECTURE DRONE INSPECTION REAL ESTATE SERVICES
	Tower owner drawings Carrier drawings
90% ZONING DRAWING REVIEW	MARLEY CREEK vzw site name: or3 marley creek
DRAWING INDEX TITLE SHEET PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35E., W.M.	TBD BASELINE LANE LA GRANDE, OR 97850 UNION COUNTY
PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35E., W.M. PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35E., W.M. PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35E., W.M. PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35E., W.M. PARCEL PLAN DVERALL SITE PLAN SITE PLAN ENLARGED SITE PLAN PROPOSED EQUIPMENT PLAN PROPOSED ANTENNA CONFIGURATIONS & SCHEDULE	REVISIONS         DRAWN BY       CHECKED       APPROVED         RLD       NJL       -         REV.       DATE       DESCRIPTION       BY         A       03/28/25       ISSUED FOR 90% ZD REVIEW       RLD         B       04/03/25       ISSUED FOR 90% ZD REVIEW       RLD         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -         -       -       -       -
APPROVAL/SIGN OFF	TITLE TITLE SHEET
MANAGER EPRESENTATIVE AGER ON AGER	T-1
WERS SHALL CLEARLY PLACE INITIALS ADJACENT TO REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED	PROPRIETARY INFORMATION: THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WRFIFES SERVICES IS STRICTLY PROHIBITED



#### **PROJECT INFORMATION**

FEE OWNER: WILLIAM G. TSIATSOS AND DONNA D. TSIATSOS CO-TRUSTEES OF THE WILLIAM G. AND DONNA D. TSIATSOS FAMILY TRUST U/A/D DECEMBER 23, 2003

SITE ADDRESS: TBD BASE LINE ROAD, LA GRANDE, OR 97850

TOWER CENTROID: LATITUDE: 45° 14' 16.07" N NAD 83 (2011) LONGITUDE: 118° 26' 50.01" W NAD 83 (2011) GROUND ELEV: 3905.5 FEET NAVD 88

#### SITE INFORMATION

MAP & TAX | OT NUMBER: 04S35-1200

DEED REFERENCE: BARGAIN AND SALE DEED, DATED 09/10/2020, RECORDED UNDER RECORDING NO. 20203029

#### ZONING: A-4 (TIMBER GRAZING ZONE)

#### JURISDICTION: UNION COUNTY

FLOOD ZONE CLASSIFICATION: ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS. THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN ZONE C, COMMUNITY PANEL NO. 410216 0375 B

WETLAND DELINEATION: NO WETLAND AREAS HAVE BEEN INVESTIGATED

#### SURVEY REFERENCES

(R1) RECORD OF SURVEY, CS 21-89 (R2) RECORD OF SURVEY, CS 23-2006 (R3) RECORD OF SURVEY, CS 61-1991 (R4) PARTITION PLAT NO. 2017-0014

#### NOTES

1. BASIS OF ELEVATION: CORS STATIONS P372, P386, P394, PDTN & LWST. ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) REFERENCED TO THE NAVD 88 DATUM.

2. RECORD BEARINGS HAVE BEEN ROTATED TO HEREIN REFERENCED NAD 83 (2011) MERIDIAN.

3. SURVEY MONUMENTS SHOWN HEREON WERE VISITED ON 11/12/2024.

4. FIELD MEASUREMENTS AND OBSERVATIONS FOR THIS SURVEY WERE MADE BETWEEN NOVEMBER 12-14, 2024 . SURVEY EQUIPMENT CONSISTED OF A TOPCON GPT 3500 LNW SERIES TOTAL STATION AND A PAIR OF IGAGE IG5 GNSS STATIC RECEIVER GPS UNITS.

5. THIS MAP DOES NOT PURPORT TO BE A BOUNDARY SURVEY OF THE PARENT PARCEL, PROPERTY LINES SHOWN HEREON ARE BASED UPON AVAILABLE MARS, SURVEYS AND RECOVERED MONUMENTATION, NO PARENT PARCEL PROPERTY CORNERS WERE SET DURING THE COURSE OF THIS SURVEY

6. CONTIGUITY NOTE: THE LEASED PREMISES IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE ACCESS AND UTILITY EASEMENT, WHICH IN TURN IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE BASE LINE ROAD RIGHT OF WAY, AND THAT THERE ARE NO GAPS SPACES OR OVERLAPS BETWEEN OR AMONG ANY OF SAID GORES, SPACES OF PARCELS OF LAND.

#### SURVEYOR'S CERTIFICATION

TO HARMONI TOWERS. ITS SUCCESSORS AND ASSIGNS AND/OR ITS DESIGNEES AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

I, RAYMOND E. SLATER JR., A STATE OF OREGON PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THI COMPILATION OF INFORMATION SHOWN HEREON WERE CONDUCTED IN ACCORDANCE WITH OREGON STATE REQUIREMENTS.

REST 12-13-24 RAYMOND E SLATER IR PLS DATE CERTIFICATE NO. 85645PLS

#### PARENT PARCEL LEGAL DESCRIPTION

IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN; SECTION 4: GOVERNMENT LOTS 2, 3, AND 4, THE SOUTH HALF OF THE

NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

EXCEPTING THEREFROM A TRACT OF LAND SITUATED IN SAID SECTION 4, TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN MORE SPECIFICALLY DESCRIBED AS FOLLOWS

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4 THENCE NORTH 78°05'50" EAST, 3,454,27' TO AN 5/8" IRON ROD WITH A PLASTIC CAP MARKED BGB SURVEY MARKER, SAID POINT BEING THE SOUTHWEST CORNER OF A CEMETERY, AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 89°52'35" EAST 213 13 FEET TO THE SOUTHEAST CORNER OF SAID CEMETERY, MARKED WITH A 5/8" IRON ROD WITH A PLASTIC CAP MARKED BGB SURVEY MARKER; THENCE NORTH 204.38 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP MARKED BGB SURVEY MARKER, AND BEING THE NORTHEAST CORNER OF SAID CEMETERY; THENCE SAID 89°52'35" WEST, 213.13' TO A 5/8" IRON ROD WITH PLASTIC CAP MARKED BGB SURVEY MARKER AND BEING THE NORTHWEST CORNER OF SAID CEMETERY; THENCE SOUTH 204.38' TO THE POINT OF BEGINNING;

SECTION 5: GOVERNMENT LOTS 1, 2, 3, AND 4, AND THE SOUTH HALF OF THE NORTH HALF, THE EAST HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER

SECTION 6: GOVERNMENT LOTS 1, 2, AND THE SOUTH HALF OF THE NORTHEAST QUARTER

SECTION 8: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER

ALSO INCLUDING A TRACT OF LAND IN THE NORTHEAST QUARTER OF SAID SECTION 8. MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 5/8" DIAMETER IRON ROD THAT BEARS SOUTH 0°06'44" WEST, 639.13 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 8. SAID POINT BEING ON THE WEST LINE OF SAID NORTHEAST QUARTER, THENCE NORTH 70°18'55" EAST, 13.09 FEET TO A 5/8" DIAMETER IRON ROD, THENCE SOUTH 87°35'27" EAST, 42.53 FEET TO A 5/8" DIAMETER IRON ROD, THENCE SOUTH 72°26'12" EAST, 11.94 FEET TO A 5/8" DIAMETER IRON ROD, THENCE NORTH 84°36'19" EAST, 37.36 FEET TO A 5/8" DIAMETER IRON ROD, THENCE SOUTH 77°21'20" EAST, 76.38 FEET TO A 5/8" DIAMETER IRON ROD, THENCE SOUTH 61°06'45" EAST. 21.17 FEET TO A 5/8° DIAMETER IRON ROD, THENCE SOUTH 0°06'44" WEST, THROUGH A 5/8° DIAMETER IRON ROD, 61.57 FEET, THENCE ALONG A 520.88 FOOT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°47'33". (THE LONG CHORD BEARS SOUTH 47°18'21" WEST, 267.80 FEET), AN ARC DISTANCE OF 270.85 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER, THENCE NORTH 0°06'44" EAST, 260.37 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PORTION WITHIN THE PUBLIC ROAD:

EXCEPTING THEREEROM THAT TRACT CONVEYED TO THE BILLE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION BY DEED RECORDED AS MICROFILM DOCUMENT NO. 139714, MORE PARTICULARLY

BEGINNING AT A POINT IN THE CENTER OF OREGON STATE HIGHWAY NO. 244 THAT BEARS SOUTH 0'06/44' WEST, 893.50 FEET, MORE OR LESS, FROM THE NORTH QUARTER CORNER OF SAID SECTION 8, SAID POINT ALSO BEING ON THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE: SOUTH 0°06'44" WEST, 431,71 FEET, MORE OR LESS, TO THE NORTHOE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE: NORTH 89° 15'01: WEST, 157.94 FEET, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE CENTER OF OREGON STATE HIGHWAY 244, THENCE NORTH 18°08'59" EAST, 202.88 FEET ALONG THE CHORD O A SPIRAL CURVE TO THE LEFT TO HIGHWAY STATION NO. 247+14.20 P.S. THENCE: NORTH 16°46'38" EAST, 4.16 FEET TO HIGHWAY STATION 247+10.04 P.T., THENCE: ALONG A 220.00 FOOT LONG SPIRAL CURVE TO THE RIGHT (S=12°06', A=5.0), THE CHORD WHICH BEARS NORTH 20°48'37' EAST, 219.56 FEET, THENCE: ALONG THE ARC OF A 520.88 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°31'58" (THE LONG CHORD WHICH BEARS NORTH 30°38'35" EAST, 31.11 FEET) AN ARC DISTANCE OF 32.12 FEET, MORE OR LESS TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PORTION WITHIN THE PUBLIC ROAD;

ALSO EXCEPTING THEREFROM, THE PARCEL CONVEYED TO THE STATE OF OREGON (HIGHWAY COMMISSION) FOR THE WIDENING OF STARKEY

SITUATE IN THE COUNTY OF UNION. STATE OF OREGON.

#### TITLE/EASEMENTS/RIGHT OF WAY REVIEW

RYKA LAND SERVICES HAS RECEIVED AND REVIEWED THE TITLE ITMENT PREPARED BY EASTERN OREGON TITLE, INC. AS AGENT FOR STEWART TITLE GUARANTY COMPANY, DATED EFFECTIVE SEPTEMBER 13, 2024 AT 8:00 AM., BEING COMMITMENT NO, 24-38242, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS

SPECIAL EXCEPTIONS

9. SUBJECT TO RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN THE RIGHT-OF-WAY OF BASE LINE ROAD (PLOTTED HEREON)

10. SUBJECT TO EASEMENT GRANTED TO CALIFORNIA-PACIFIC UTILITIES COMPANY FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN ELECTRIC POWER LINES AND/OR GAS OR WATER MAINS, AND ALL NECESSARY POLES. TOWERS AND APPURTENANCES OVER. UNDER AND UPON A STRIP OF LAND 10 FEET IN WIDTH, RECORDED JULY 2, 1973 AS MICROFILM DOCUMENT NO. 44945. (DOES NOT AFFECT PROPOSED ACCESS EASEMENT OR LEASED PREMISES - THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO PLOT

21. SUBJECT TO RESERVATIONS FOR RIGHTS AND/OR EASEMENTS CONTAINED IN DEED RECORDED APRIL 13, 1938, IN BOOK 99, PAGE 22. (NOTHING TO PLOT)

22. SUBJECT TO EASEMENT AGREEMENT FOR PURPOSES OF CATTLE ACCESS TO DRINKING WATER TROUGHS, AND FOR INGRESS & EGRESS TO CONSTRUCT, MAINTAIN OR IMPROVE ASSOCIATED SPRING IMPROVEMENTS AND WATER GAP, RECORDED JUNE 9, 1999 AS MICROFILM DOCUMENT NO. 993101. (EASEMENT IS LOCATED IN LOT 3 & THE SE1/4, NE1/4 OF SECTION 3, FOR BENEFIT OF PROPERTY LOCATED IN LOT 1 & THE SE1/4. NE1/4 OF SECTION 4. AND IN LOT 4 & THE SW1/4. NW1/4 OF SECTION 3 - DOES NOT AFFECT PARENT PARCEL - NOTHING

23. SUBJECT TO EASEMENT GRANTED TO WILLIAM G. TSIATSOS FOR A SPRING AND WATER LINES, RECORDED FEBRUARY 26, 2003 AS MICROFILM DOCUMENT NO. 20031154. (EASEMENT IS LOCATED IN THE SW1/4. NW1/4. NE1/4 OF SECTION 8 FOR BENEFIT OF PROPERTY DCATED IN THE NET AN SECTION OF SECTION & DOES NOT AFFECT PROPOSED ACCESS EASEMENT OR LEASED PREMISES - THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO PLOT HEREON

24. SUBJECT TO EASEMENT GRANTED TO BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION FOR HIKING TRAIL. RECORDED MARCH 3, 2003 AS MICROFILM DOCUMENT NO. 20031247. (EASEMENT IS LOCATED IN THE S1/2, SE1/4 OF SECTION 5, FOR BENEFIT OF PROPERT LOCATED IN THE NW1/4, NE1/4 AND IN THE SE1/4, NE1/4 OF SECTION 8 -DOES NOT AFFECT PROPOSED ACCESS EASEMENT OR LEASED EMISES - THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO PLOT HEREON)

25. SUBJECT TO EASEMENT GRANTED TO RONALD LA GRANDE WAITE AND GWENDOLYN WAITE FOR INGRESS & EGRESS ACROSS AN EXISTING ROAD, RECORDED MARCH 3, 2003 AS MICROFILM DOCUMENT NO. 20031249. (DOES NOT AFFECT PROPOSED ACCESS EASEMENT OR LEASED PREMISES - THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO PLOT HEREON)

26. SUBJECT TO EASEMENT FOR ACCESS TO A CEMETERY GRANTED TO JANA GREENLEE, GUST TSIATSOS, LISA MEEK, AND RYAN TSIATSOS, RECORDED JANUARY 4, 2007 AS MICROFILM DOCUMENT NO. 20070053 (PLOTTED HEREON)

27. SUBJECT TO MEMORANDUM OF LEASE BETWEEN WILLIAM G TSIATSOS AND DONNA D. TSIATSOS CO-TRUSTES OF THE WILLIAM G. AND DONNA D. TSIATSOS FAMILY TRUST AND PI TOWER DEVELOPMENT LLC, RECORDED AUGUST 7, 2024 AS MICROFILM DOCUMENT NO. 20241665. (PROVIDES FOR A 75' X 75' LEASED PREMISES AND ASSOCIATED 20' WIDE ACCESS & UTILITY EASEMENT - LOCATION TO BE DETERMINED BY SURVEY)

#### HARMONI TOWERS 20' WIDE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, AND OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTH HALF, AND GOVERNMENT LOT 2, IN SECTION 5. ALL IN TOWNSHIP 4 SOUTH, RANGE 35 EAST, W.M., IN UNION COUNTY, OREGON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, BEING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE

COMMENCING AT AN IRON PIPE WITH A 2-1/2" BRASS CAP STAMPED "S5-S4-S8-S9 T4S R35E LS 1636 1987" MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 8, WHICH BEARS NORTH 88°55'31" EAST 2620 90 FEFT FROM AN IRON PIPE WITH A 2-1/2" BRASS CAP STAMPED "S5-S8 T4S R35E 1/4 PLS 1099 1984" MONUMENTING THE NORTH OUARTER CORNER OF SAID SECTION 8: THENCE SOUTH 30°08'04" 991 80 FEET; THENCE NORTH 00°00'00" EAST 10.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION: THENCE NORTH 90°00'00" WEST 37.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A": THENCE NORTH 16°26'52" WEST 113 35 FEET: THENCE NORTH 24°32'40" WEST 110.88 FEET; THENCE NORTH 22°02'54" WEST 45.18 FEET THENCE NORTH 25°16'27" WEST 62:19 FEET: THENCE NORTH 02°04'38" WEST 133.51 FEET; THENCE NORTH 07°28'10" WEST 64.51 FEET; THENCE NORTH 25°02'55" WEST 39.68 FEET: THENCE NORTH 35°18'28" WEST 131.36 FEET; THENCE NORTH 29°56'27" WEST 140.54 FEET; THENCE NORTH 27°31'08" WEST 52.76 FEET: THENCE NORTH 49°18'01" WEST 57.92 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 27.39 FEET THROUGH A CENTRAL ANGLE OF 10°49'22"; THENCE NORTH 60°07'23" WEST 23.12 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 33:00 FEET: THENCE ALONG SAID CURVE AN ARC LENGTH OF 31.64 FEET THROUGH A CENTRAL ANGLE OF 54°56'06": THENCE NORTH 05°11'17" WEST 156.74 FEET; THENCE NORTH 34"39'02" WEST 85.00 FEET; THENCE NORTH 43°24'56" WEST 53.93 FEET; THENCE NORTH 38°43'07" WEST 59.55 FEET THENCE NORTH 34°20'09" WEST 66.94 FEET; THENCE NORTH 32°51'30" WEST 261.18 FEET; THENCE NORTH 34°05'07" WEST 69.75 FEET; THENCE NORTH 28'20'41" WEST 51.97 FEET; THENCE NORTH 22'41'48" WEST 81.48 FEET; THENCE NORTH 21'11'41" WEST 116.73 FEET; THENCE NORTH 22°53'09" WEST 55.26 FEET; THENCE NORTH 27°43'29" WEST 44.48 FEET; THENCE NORTH 29°05'43" WEST 176.77 FEET; THENCE NORTH 28°21'16" WEST 252.98 FEET; THENCE NORTH 30°55'35' WEST 62.82 FEET; THENCE NORTH 28°59'48' WEST 221.33 FEET; THENCE NORTH 24°56'55' WEST 40.44 FEET: THENCE NORTH 28°13'39" WEST 57.17 FEET: THENCE NORTH 32°19'17" WEST 55.22 FEET; THENCE NORTH 34°22'38" WEST 52.12 FEET; THENCE NORTH 28°13'36" WEST 57 17 FEET: THENCE NORTH 26°40'13" WEST 120.90 FEET; THENCE NORTH 29°33'33" WEST 508.40 FEET; THENCE NORTH 42°27'20" WEST 62.80 FEET; THENCE NORTH 45°22'46" WEST 111.37 FEET; THENCE NORTH 34°33'28" WEST 61.97 FEET; THENCE NORTH 24°25'12" WEST 58:45 FEET: THENCE NORTH 03°49'46" WEST 62:03 FEET; THENCE NORTH 09°13'00" EAST 55.65 FEET; THENCE NORTH 16°56'12" EAST 65 31 EEET: THENCE NORTH 20°31'50" EAST 110 09 EEET THENCE NORTH 09°12'59" EAST 41.99 FEET; THENCE NORTH 04°41'23" WEST 137.60 FEET: THENCE NORTH 01°27'04" WEST 54.69 FEET: THENCE NORTH 03°18'00" EAST 62.19 FEET; THENCE NORTH 06°49'54" WEST 54.93 FEET: THENCE NORTH 01°27'03" WEST 58 33 FEET: THENCE NORTH 01°55'04" EAST 131.48 FEET; THENCE NORTH 00°55'42" EAST 62.03 FEET; THENCE NORTH 05°30'33" EAST 78.28 FEET: THENCE NORTH 07°33'26' EAST 87.43 FEET; THENCE NORTH 09°12'58" EAST 166.95 FEET; THENCE NORTH 03°55'45" EAST 54.93 FEET: THENCE NORTH 09°57'31" EAST 52.07 FEET; THENCE NORTH 15°05'38" EAST 128.41 FEET; THENCE NORTH 21°38'44" EAST 86.49 FEET: THENCE NORTH 11°16'23" EAST 162.92 FEET: THENCE NORTH 05°52'09" EAST 80.09 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY MARGIN OF BASELINE ROAD (ALSO KNOWN AS COUNTY ROAD NO. 127) AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION:

TOGETHER WITH A STRIP OF LAND 20 FEET IN WIDTH, BEING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE BEGINNING AT SAID POINT "A": THENCE NORTH 90°00'00" WEST 37.50

FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION. THE SIDELINES THEREOF TO BE LENGTHENED OR SHORTENED SO AS

TO INTERSECT AT ANGLE POINTS AND AT SAID SOUTH RIGHT OF WAY MARGIN

CONTAINING APPROXIMATELY 117,888 SQUARE FEET OR 2.70 ACRES.

(BEING PART OF THE PARENT PARCEL, BEING MAP & TAX LOT NO. 04535-1200, AS GRANTED TO WILLIAM G. TSIATSOS AND DONNA D. TSIATSOS, CO-TRUSTEES OF THE WILLIAM G. AND DONNA D. TSIATSOS FAMILY TRUST U/A/D DECEMBER 23, 2003, AND SET FORTH IN THAT CERTAIN BARGAIN AND SALE DEED, RECORDED UNDER RECORDING NO. 20203029, RECORDS OF UNION COUNTY, OREGON).

#### HARMONI TOWERS LEASED PREMISES LEGAL DESCRIPTION

FEET TO THE POINT OF BEGINNING;

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, AND OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTH HALF, AND GOVERNMENT LOT 2, IN SECTION 5, ALL IN TOWNSHIP 4 SOUTH, RANGE 35 EAST, W.M., IN UNION COUNTY, OREGON, DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 5,625 SQUARE FEET OR 0.13 ACRES. (BEING PART OF THE PARENT PARCEL, BEING MAP & TAX LOT NO. 04S35-1200, AS GRANTED TO WILLIAM G. TSIATSOS AND DONNA D. TSIATSOS, CO-TRUSTEES OF THE WILLIAM G. AND DONNA D. TSIATSOS FAMILY TRUST U/A/D DECEMBER 23, 2003, AND SET FORTH IN THAT CERTAIN BARGAIN AND SALE DEED. RECORDED UNDER RECORDING NO. 20203029, RECORDS OF UNION COUNTY, OREGON





BOUNDARY & CONTROL MAP

(C) CALCULATED (M) MEASURED



SHEET 2 OF 5







CURVE TABLE           CURVE         DELTA         RADIUS         LENGTH           21         10°49'22"         145.00'         27.39'         22         54°56'06"         33.00'         31.64'
SCALE: $1^{*} = 150^{\circ}$ MAD 83 (2011) OSPCS NORTH ZONE
SITE ACCESS MAP
SHEET 4 OF 5





	HARMONITO	WERS
	PLANS PREPARED FOR:	1
	HARMONI TOWE 11101 ANDERSON DI SUITE 200 LITTLE ROCK, AR 72	RIVE
	PROJECT INFO:	
LINE         TABLE           LINE         BEARING         LENGTH           L29         N 28*5948" W         221.33'           L30         N 24*56*55" W         40.44'           L31         N 28*13'39" W         57.17'           L32         N 32*19'17" W         55.22'           L33         N 34*22'38" W         52.12'	OR0005313 MARLEY CRE TBD BASELINE LAI LA GRANDE, OR 97 UNION COUNTY	EK
L34 N 28°13'36" W 57.17' L35 N 26°40'13" W 120.90'		
L36 N 29°33'33" W 508.40' L37 N 42°27'20" W 62.80'	SURVEY	
L38 N 45°22'46" W 111.37" L38 N 45°22'46" W 61.97	REV: DATE: ISSUED FOR:	BY:
L40         N 24°25'12" W         58.45'           L41         N 03°4946" W         62.03'           L42         N 09°13'00" E         55.65'           L43         N 16°56'12" E         65.31'           L44         N 20°31'50" E         110.09'           L45         N 09°12'59" E         41.99'		
L46 N 04°41'23" W 137.60' L47 N 01°27'04" W 54.69'	12-13-24 SURVEY	JRS
L48 N 03°18'00" E 62.19' L49 N 06°49'54" W 54.93'		F.B.:
L50 N 01°27'03" W 58.33' L51 N 01°55'04" E 131.48'	JRS JRS	г.в 71/07
L52 N 00°55'42" E 62.03' L53 N 05°30'33" E 78.28'	CURRENT ISSUE DATE:	
L54 N 07°33'26" E 87.43' L55 N 09°12'58" E 166.95'	12-13-24	
L56 N 03°55'45" E 54.93' L57 N 09°57'31" E 52.07'		
L58 N 15°05'38" E 128.41' L59 N 21°38'44" E 86.49'	REGISTERED PROFESSIONAL	
L60 N 11°16'23" E 162.92' L61 N 05°52'09" E 80.09'	LAND SURVEYOR	
		3-24
	OREGON MAY 14, 2013 RAYMOND EARL SLATE 85645PLS RENEWS: 6/30/2026	R
54	PLANS PREPARED BY:	ΚΔ
Mag Sec. 1	LAND SE	RVICES
	LAND SURVEYING ENGINEERING ARCHITECTURE DRONE INSPECTION	
	REAL ESTATE SERVICES	0/355
SCALE: 1" = 150' 0' 150' 300' NAD 83 (2011) OSPCS	DO NOT SCALE DRAWINGS. CONTRACT ALL DIMENSIONS AND ADVISE CONSL ERRORS AND OMISSIONS. ALL PREVIOU DRAWING ARE SUPERSEDED BY THE L THE INFORMATION CONTAINED IN THIS S IS PROPRIETARY BY NATURE. ANY USS	ILTANTS OF ANY JS ISSUES OF THIS ATEST REVISION. ET OF DOCUMENTS
	OTHER THAN WHICH IS RELATED TO N STRICTLY PROHIBITED	AMED CLIENT IS
SITE ACCESS MAP	STR: PORTION OF SECTIONS 4, 5 T. 4 S., R. 35 E., W.M.	, 6 & 8
	C 5	
SHEET 5 OF 5	C-5	U











24"x36" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"



	PROPOSED ANTENNA SCHEDULE								RFI	DS, DATED	9/25/24	ł
SECTOR 1	TECHNOLOGY	AZIMUTH	TIP HEIGHT	RAD CENTER	ANTENNA VENDOR	ANTENNA MODEL	MECH TILT	RRU VENDOR	RRU MODEL	RRU LOCATION	FEEDER TYPE	FEEDER LENGTH
2	5G	40°	±150.0'	148.8'	ERICSSON	AIR6419	0*		INTEGRATED			
3L	700, 850, 1900, & AWS	60°	±150.0'	146.0'	JMA WIRELESS	MX06FIT865-02E	0*	ERICSSON	TOP	(3) 6x12 HYBRID	±170'	
3R	700, 850, 1900, & AWS	60°	±150.0'	146.0'	JMA WIRELESS	MX06FIT865-02E	0°		4490 & 4890			
SECTOR 2	TECHNOLOGY	AZIMUTH	TIP HEIGHT	RAD CENTER	ANTENNA VENDOR	ANTENNA MODEL	MECH TILT	RRU VENDOR	RRU MODEL	RRU LOCATION	FEEDER TYPE	FEEDER LENGTH
2L	700, 850, 1900, & AWS	160°	±150.0'	148.8'	JMA WIRELESS	MX06FR0840-02	0°		4490 & 4890			
2R	700, 850, 1900, & AWS	160°	±150.0'	146.0'	JMA WIRELESS	MX06FR0840-02	0°	ERICSSON	4490 & 4690	TOP	-	-
3	5G	160°	±150.0'	146.0'	ERICSSON	AIR6419	0*	INTEGRATED	INTEGRATED			
SECTOR 3	TECHNOLOGY	AZIMUTH	TIP HEIGHT	RAD CENTER	ANTENNA VENDOR	ANTENNA MODEL	MECH TILT	RRU VENDOR	RRU MODEL	RRU LOCATION	FEEDER TYPE	FEEDER LENGTH
2L	700, 850, 1900, & AWS	260°	±150.0'	146.0'	JMA WIRELESS	MX06FIT865-02E	0*		4400 8 4800			
2R	700, 850, 1900, & AWS	260°	±150.0'	146.0'	JMA WIRELESS	MX06FIT865-02E	0°	ERICSSON	4490 & 4890	TOP	-	-
3	5G	280°	±150.0'	148.8'	ERICSSON	AIR6419	0*		INTEGRATED			

PROPOSED MICROWAVE DISH ANTENNA SCHEDULE								
мw	AZIMUTH	RAD CENTER	MANUFACTURER	MODEL	DIAMETER	CABLE TYPE	odu's	MANUFACTURER
1	51.235°	60.0'	COMMSCOPE/ANDREW	USX8-6W	8'-0"ø	(2) 1/4"ø COAX	_	-



# **Phase I Environmental Site Assessment**

Ryka Site Name: Marley Creek

Verizon Wireless Site Name: Marley Creek

FUZE Project ID: TBD

MDG ID: TBD

57950 Meadow Creek Road

La Grande, Union, Oregon

April 16, 2025 | Project Number: 82257282

**Prepared for:** Ryka Communications, LLC Seattle, WA and Cellco Partnership d/b/a Verizon Wireless Portland, Oregon



Nationwide Terracon.com

Facilities
 Environmental

Geotechnical

Materials



700 NE 55th Avenue Portland, Oregon 97213 P 503-659-3281 Terracon.com

April 16, 2025

Ryka Communications, LLC 5628 Airport Way S, Ste. 300 Seattle, WA Attn: Josh Hawes and Cellco Partnership d/b/a Verizon Wireless 5430 NE 122nd Avenue Portland, Oregon Attn: Verizon Wireless

Re: Phase I Environmental Site Assessment Ryka Site Name: Marley Creek Verizon Wireless Site Name: Marley Creek FUZE Project ID: TBD MDG ID: TBD 57950 Meadow Creek Road La Grande, Union, Oregon Terracon Project No. 82257282

Dear Mr. Hawes and Verizon Wireless:

At your request, Terracon Consultants, Inc. (Terracon) has completed a Phase I Environmental Site Assessment (ESA) for the above-referenced subject property (hereinafter known as the 'Site'). These services were completed pursuant to terms and conditions listed in <u>Section 2.0</u> of our report.

Terracon appreciates the opportunity to be of continued service. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our website at <u>www.terracon.com</u>. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely, Terracon Consultants, Inc.

Inful

Trevor Farrell, G.I.T. Senior Staff Geologist

Mat What

Matt Wheaton, LG, PE Senior Principal



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- Appendix H Historical Resources
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# **1.0 Executive Summary**

Terracon Consultants, Inc. (Terracon) has completed a Phase I Environmental Site Assessment of the proposed 75-foot by 75-foot compound lease area and approximately 20-foot wide by 1-mile long proposed access/utility easement, located at57950 Meadow Creek Road in La Grande, Oregon. The Site consists of undeveloped land and a dirt access road. Terracon understands that Harmoni Towers plans to construct and approximately 150-foot self-support telecommunications tower and install equipment within an approximately 75-foot by 75-foot lease area and install an access/utility easement from the proposed tower compound, north to Baseline Lane. Additionally, an underground power conduit route will extend approximately 1 mile from the access/utility easement east to an existing utility pole located within the Baseline Road right of way.

The ESA was conducted under the supervision or responsible charge of Trevor Farrell, Environmental Professional. Trevor Farrell performed the Site reconnaissance on March 26, 2025.

This ESA was performed in accordance with our proposal No. P82247282, dated October 2, 2024, between Ryka Communications, LLC(Ryka) and Terracon Consultants, Inc. (Terracon); consistent with the procedures included in ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process; and generally pursuant to the Verizon Wireless Environmental Due Diligence Services – all appropriate inquiry (AAI) Scope of Work (SOW) as described in the Addendum, effective July 24, 2024, Agreement No. CW2540933 to the General Services Agreement, effective December 21, 2021, Agreement No. CW2379520. The purpose of this ESA was to assist the client in developing information to identify recognized environmental conditions (RECs) in connection with the Site as reflected by the scope of this report.

A summary of findings is provided below. It should be recognized that details were not included or fully developed in this summary, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

## **Findings and Opinions**

	Report Section	REC	CREC	SDG	Notes
<u>3.2</u>	Adjoining/Surrounding Properties				
<u>4.5</u>	Prior Report Review				
<u>5.3</u>	Site Observations				
<u>6.0</u>	<u>Interviews</u>				
<u>7.0</u>	Records Review				
<u>7.2</u>	Historical Use Information				

\*CREC = Controlled Recognized Environmental Condition

\*SDG = Significant Data Gap



## **Business Environmental Risks (BERs)**

As requested by the client, the following BERs were evaluated:

	Report Section	BER On-Site	BER Off-Site within 300 Feet
<u>5.4</u>	<u>Asbestos</u>		
<u>5.5</u>	Lead-Paint		
<u>5.6</u>	<u>Mold / Water Damage</u>		
<u>5.7</u>	Wells		
<u>5.7</u>	<u>Drains</u>		
<u>5.7</u>	<u>Wastewater / Stormwater</u> <u>Ditches</u>		
<u>6.2</u>	Septic Systems		
<u>7.3</u>	<u>Radon</u>		
<u>7.4</u>	<u>Wetlands</u>		
<u>7.4</u>	<u>Surface Water</u>	X	Х

\*On-Site = Within the boundaries of the proposed lease area including all equipment, utility, and access easements. BER = Business Environmental Risk

## Conclusions

We have performed a Phase I Environmental Site Assessment consistent with the procedures included in ASTM E1527-21 at 57950 Meadow Creek Road, La Grande, Union, Oregon, the Site. Any exceptions to, or deletions from, this practice are described in <u>Section 2.3</u> of this report. This assessment has revealed no RECs, CRECs, or SDGs in connection with the site. As such, no additional investigation to address subsurface impairment at the site is warranted at this time.

Per the scope of services, the following BER was identified:

An intermittent stream/riverine feature is mapped on the utility easement. Several intermittent streams/riverine features are mapped within 300 feet of the access/utility easement.



#### **Recommendations**

Additional investigation is not recommended at this time; however, Ryka and Verizon Wireless should be aware of the presence of several intermittent streams/riverine features mapped on and within 300 feet of the access/utility easement, and best management practices (BMPs) including erosion and sediment (E&S) controls should be implemented during construction to avoid impacts. Additionally, construction lay down areas should be selected in locations that will not disturb the identified features.



# 2.0 Introduction

#### 2.1 Report Viability

In accordance with ASTM E1527-21, the following components of this assessment must be conducted or updated within 180 days prior to the date of acquisition of the Site or prior to the date of the transaction. The table below provides the dates of each component of this assessment and each component is only valid for 180 days past the listed date.

Component	Date
Search for Environmental Liens/AULs	September 18, 2024
Visual Inspection of Site and Adjoining/Surrounding Properties	March 26, 2025
Interviews With Owners, Operators, and/or Occupants	March 26, 2025
Date of Environmental Database Report	March 17, 2025
Declaration by Environmental Professional	April 16, 2025
Report Viability Date	March 17, 2025

#### 2.2 Scope and Purpose

This ESA was performed in accordance with our proposal No. P82247282, dated October 2, 2024, between Ryka Communications, LLC and Terracon; consistent with the procedures included in ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, and generally pursuant to the Verizon Wireless Environmental Due Diligence Services – AAI Scope of Work (SOW) as described in the Addendum, effective July 24, 2024, Agreement No. CW2540933 to the General Services Agreement, effective December 21, 2021, Agreement No. CW2379520. The purpose of this ESA was to assist the client in developing information to identify recognized environmental conditions (RECs) in connection with the Site as reflected by the scope of this report. RECs are defined by ASTM E1527-21 as "(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment." A de minimis condition is not a REC.

This purpose was undertaken through user-provided information, a regulatory database review, historical and physical records review, interviews, including local government inquiries, as applicable, user-provided information, and a visual noninvasive reconnaissance of the Site and adjoining properties. Limitations, ASTM deviations, and significant data gaps (if identified) are noted in the applicable sections of the report.



Terracon has assessed the entire proposed compound area, the Site access and utility routes, and the areas immediately surrounding these features. In the event the proposed construction and installation activities deviate marginally from the included materials, it would likely not impact our analysis or alter our conclusions as stated in this report; however, evaluation of the plans would have to be conducted by Terracon to determine if the changes alter the conclusions or recommendations of this report.

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) are a family of compounds which are considered emerging contaminants of concern due to their mobility and longevity in the environment. PFAS has been used in many products, including but not limited to fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. On July 8, 2024, US EPA designated two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), including their salts and structural isomers, as hazardous substances under CERCLA; accordingly, PFOA and PFOS was evaluated within the scope of ASTM E1527-21. Please note that PFAS compounds are ubiquitous in the environment and this limited review is not to be construed as confirmation that PFAS compounds are not present in, at or under the site.

## 2.3 Additional Scope Limitations, ASTM Deviations, and Data Gaps

Based upon the agreed-on scope of services that are generally pursuant to the Verizon Wireless Environmental Due Diligence Services - AAI SOW as described in the Addendum, effective July 24, 2024, Agreement No. CW2540933 to the General Services Agreement, effective December 21, 2021, Agreement No. CW2379520, this ESA did not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. Credentials of the company (Statement of Qualifications) have not been included in this report but are available upon request. Pertinent documents are referred to in the text of this report, and a separate reference section has not been included. Reasonable attempts were made to obtain information within the scope and time constraints set forth by the client; however, in some instances, information requested is not, or was not, received by the issuance date of the report. Information obtained for this ESA was received from several sources that we believe to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder. This ESA was further limited by the following:

Historical use information was not available back to 1940. Terracon attempted to review the reasonably ascertainable standard historical resources regarding the uses of the property back to 1940 or the first developed use, whichever is earlier; however, available information was limited to 1947, at which time the appears as undeveloped land. Based on information obtained from available historical resources as described herein, the lack of this information is not likely to alter the conclusions of this report and does not constitute a significant data gap.

An evaluation of the significance of these limitations and missing information with respect to our findings has been conducted, and where appropriate, significant data gaps are identified and discussed in the text of the report; however, it should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions. We have no obligation to provide information obtained or discovered by us after the issuance date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.



This report represents our service to you as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the Site's current utilization, information derived from the most recent reconnaissance and from other activities described herein; such information is subject to change. Certain indicators of the presence of hazardous substances, petroleum products, or emerging contaminants may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after Site renovation or development). Further, these services are not to be construed as legal interpretation or advice.

As required by ASTM, the following exceptions to its guidelines are listed and apply to this ESA:

- Pursuant to the Verizon Wireless Environmental Due Diligence Services AAI Scope of Work, this ESA was augmented to include an assessment for the following issues or non-scope considerations under the current ASTM E1527-21, Section 5.4 Asbestos; Section 5.5 Lead-Paint; Section 5.6 Mold; Section 7.3 Radon; and Section 7.4 Wetlands/Surface Water. The following additional Verizon Wireless-specific non-scope considerations have also been included in this ESA: Section 5.7 Wastewater/Stormwater Ditches, Wells, and Drains, and Section 6.2 Septic Systems.
- The search radii of the regulatory databases contained in this report are in compliance with the Verizon Wireless Environmental Due Diligence Services AAI Scope of Work and ASTM E1527-21. Consistent with the Verizon Wireless Scope of Work, search distances for several databases were expanded in excess of ASTM requirements. Please refer to the environmental regulatory database report for details.

#### 2.4 Statement of User Reliance

This ESA report is prepared for and may be relied upon by Ryka Communications, LLC (Ryka) and Cellco Partnership, d/b/a Verizon Wireless, and its parents, affiliates, subsidiaries, successors, and assigns. Use or reliance by any other party is prohibited without the written authorization of Ryka and Cellco Partnership, d/b/a Verizon Wireless and Terracon Consultants, Inc. (Terracon).

Reliance on the ESA by Ryka and their respective authorized parties will be subject to the terms, conditions and limitations stated in the proposal, ESA report, and Terracon's Agreement for Services. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to Ryka and their respective relying parties.

Reliance on the ESA by Cellco Partnership, d/b/a Verizon Wireless and their respective authorized parties will be subject to the terms, conditions and limitations stated in the ESA report and the Addendum, effective July 24, 2024, Agreement No. CW2540933 to the General Services Agreement between Verizon Sourcing, LLC and Terracon, effective December 21, 2021, Agreement No. CW2379520. The limitation of liability defined in the General Services Agreement is the aggregate limit of Terracon's liability to Cellco Partnership, d/b/a Verizon Wireless and their respective relying parties

Continued viability of this report is subject to ASTM E1527-21 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-21.



## 2.5 Standard of Care

This ESA was performed in accordance with generally accepted practices of this profession, undertaken in similar studies at the same time and in the same geographical area. We have endeavored to meet this standard of care, but may be limited by conditions encountered during performance, a client-driven scope of work, or inability to review information not received by the report date. Where appropriate, these limitations are discussed in the text of the report, and an evaluation of their significance with respect to our findings has been conducted.

Phase I Environmental Site Assessments, such as the one performed at this Site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the Site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records were not reviewed. It should be recognized that environmental concerns may be documented in public records that were not reviewed. No ESA can wholly eliminate uncertainty regarding the potential for RECs or BERs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs. No warranties, express or implied, are intended or made. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the Site or otherwise uses the report for any other purpose. These risks may be further evaluated – but not eliminated – through additional research or assessment. We will, upon request, advise you of additional research or assessment options that may be available and associated costs.

Ryka Site Name	Marley Creek
Verizon Wireless Site Name	Marley Creek
Site Location/Address	57950 Meadow Creek Road, La Grande, Union, Oregon
Parent Tract Description	One approximate 800.48-acre tract of land, Parcel Number: 04S35E01200-0103 Proposed lease area is located within the southern portion of the parent tract.
Lease Area	An approximate 75-foot by 75-foot compound lease area and an approximately 20-foot wide by 1-mile long proposed access/utility easement from the proposed tower compound to Baseline Lane
Site Improvements	Dirt access roads
Anticipated Future Site Use	Self-support telecommunications tower and associated fenced equipment compound
Current Site Owner	William and Donna Tsiatsos
Previous Site Owner	Not available

# 3.0 Site Description



The location of the Site is depicted on <u>Exhibit 1 of Appendix A</u>, which was reproduced from a portion of the United States Geologic Survey (USGS) 7.5-minute series topographic map. The Site and adjoining properties are depicted on the Site Diagram, which is included as <u>Exhibit 2 of Appendix A</u>. The legal description for the parent tract (as per appended title documents) is provided in <u>Appendix D</u>.

#### 3.1 Current and Past Uses of the Site

Based on a review of the available resources, the Site has consisted of undeveloped land since at least 1947. The current dirt access road has been present since at least 1957. Refer to Section 7.0 for additional information regarding the history of the Site and surrounding areas. Refer to Section 5.0 for additional information regarding Site characteristics.

## 3.2 Adjoining/Surrounding Properties

Direction	Description
North	A former radio tower and associated radio shack; undeveloped land
East	Undeveloped land
South	Undeveloped land
West	Undeveloped land

Visual observations of adjoining properties (from Site boundaries) are summarized below.

RECs associated with the Site originating from current off-Site operations were not identified.

## 3.3 Physical Setting

Topography			
Site Elevation	Approximately 3,900 feet above sea level		
Topographic Gradient	Site is located on a topographic high point with a topographic gradient generally towards the east, south, and west.		
Source	USGS Topographic Base Layer ( <u>Appendix A</u> )		
Soil Characteristics			
Soil Type	Ukiah-Starkey complex Starkey very stony silt loam		



Soil Characteristics		
Description	Ukiah-Starkey complex: A well-drained silty clay loam, clay, and weathered bedrock with 5 to 40 percent slopes. Starkey very stony silt loam: A well-drained very stony silt loam, cobbly silty clay, very gravelly clay, and weathered bedrock with 2 to 35 percent slopes.	
Source	Union County, Oregon USDA-NRCS Web Soil Survey, accessed March 19, 2025	
Geology/Hydrogeology		
Formation	Grand Ronde Basalt	
Description	Flows of dark-gray to black; aphyric thoeiitic basalt, including both high- and low-MG chemical types	
Estimated Depth to First Occurrence of Groundwater	Based on the site's location on a topographic high point, groundwater is inferred to be present at depths greater than 50 feet bgs.	
*Hydrogeologic Gradient	Not known - Site is located on a topographic high point and may be inferred to be parallel to the topographic gradient (primarily to the east, south, and west.)	
Source	USGS Geologic Map Data, accessed on March 18, 2024	

\* The groundwater flow direction and the depth to shallow, unconfined groundwater, if present, would likely vary depending upon seasonal variations in rainfall and other hydrogeological features. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the Site cannot be directly ascertained.

# 4.0 User Provided Information

## 4.1 Proposed Installation Plans

Terracon understands Ryka plans to construct a 150-foot self-support telecommunications tower and associated equipment compound within an approximately 75-foot by 75-foot lease area and install an access/utility easement as illustrated on the site plans provided in Appendix B. An approximately 30-foot wide access and utility easement will extend approximately 1 mile from the proposed tower compound to Baseline Lane. On behalf of Verizon Wireless, Harmoni Towers will collocate an antenna array onto the tower and install the following equipment within an approximate 12-foot by 20-foot equipment area in the northeastern portion of the compound: one equipment cabinet on a 4-foot by 11-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, one generator with 190-gallon fuel tank on a 9-foot by 4-foot concrete pad, an H-frame, a service panel, and an ice-bridge that will connect to the tower. Additionally, Terracon understands Harmoni Towers will install power conduit from the proposed Verizon lease area along the access/road utility easement approximately 1-mile to Baseline Road. The underground power route will additionally extend approximately 1 mile from the access/utility easement east to an existing utility pole located within the Baseline Road right-of-way.

At this time, Terracon understands the tower foundation design has not been completed; however, Terracon was provided with information indicating the tower foundations typically extend approximately 25 to 45 feet bgs, and ground disturbance activities to install fiber/utilities will not likely exceed approximately 2.5 to 3 feet bgs.



#### 4.2 ASTM User Questionnaire

The client's representatives with Ryka (Client Representative) and Verizon Wireless (Verizon Representative) were asked to provide the following ASTM User Questionnaire information as described in ASTM E1527-21 Section 6. The ASTM User Questionnaires are provided in Appendix C. Responses from both users are indicated in the table below, with Ryka responses indicated with a "X" and Verizon Wireless responses indicated with a "V". The ASTM User Questionnaires are provided in Appendix C.

#### **Client Questionnaire Responses**

	Client Did Not Respond	Client's Response		
Client Questionnaire Item		N/A *	Yes	No
Actual Knowledge of Environmental Liens that may encumber the Site.				Х
Actual Knowledge of Activity Use Limitations (AULs) that may encumber the Site.				х
Specialized Knowledge or Experience that is material to a REC in connection with the Site.	Х			
Actual Knowledge of a Lower Purchase Price because contamination is known or believed to be present at the Site.				х
Commonly Known or Reasonably Ascertainable Information that is material to a REC in connection with the Site.				х
Obvious Indicators of Releases at the Site.				Х

\* N/A = Not Applicable

Terracon understands that Ryka and Verizon Wireless will only be leasing the Site, therefore consideration of purchase price is not applicable. Additionally, Verizon Wireless responded that a search of land title records would be performed by others; therefore, an affirmative or negative answer was not provided. Terracon's consideration of the client-provided information did not identify RECs associated with the Site.

#### 4.3 Title Records

Title documents for the parent tract were provided by Ryka and are included in Appendix D. The provided documents cover the time period from 1937 through the effective date or indicated date of data review reported as September 18, 2024 and include a chain-of-title that indicates the current owner of the parent tract is William G. Tsiatsos and Donna D. Tsiatsos. No ownership reference is made to industrial, manufacturing, or other entities of potential environmental concern during the time period mentioned.



#### 4.4 Environmental Liens and Activity and Use Limitations

According to title documents reviewed as part of this authorized scope of work, no environmental liens or AULs were reported in records researched associated with the parent tract and/or Site. In addition, the environmental regulatory database report included a review of both Federal and State Engineering Control (EC) and Institutional Control (IC) databases. Based on a review of the database report, the Site was not listed on the EC or IC databases.

#### 4.5 Prior Report Review

Terracon requested the client provide any previous environmental reports they are aware of for the Site.

Previous reports were not provided by the client to Terracon for review.

# **5.0 Site Reconnaissance**

#### 5.1 General Site Information

Information contained in this section is based on a visual reconnaissance conducted while walking through the Site and the accessible interior areas of structures, if any, located on the Site. The Site and adjoining properties are depicted on the Site Diagram, which is included in Exhibit 2 of <u>Appendix A</u>. Photo documentation of the Site at the time of the visual reconnaissance is provided in Appendix E. Credentials of the individuals planning and conducting the Site visit are included in Appendix F. Limitations (if encountered) are discussed in <u>Section 2.3</u>.

Site Reconnaissance		
Field Personnel	Trevor Farrell	
Reconnaissance Date	March 26, 2025	
Weather Conditions	55° F / Partly Cloudy	

#### 5.2 General Site Setting

Refer to <u>Section 3.0</u> for a discussion of the Site and general vicinity.

#### 5.3 Site Observations

The following table summarizes Site observations and interviews. Affirmative responses (designated by an "X") are discussed in more detail following the table.



## **Site Characteristics**

Category	Item or Feature	Observed or Identified
	Emergency generators	
	Elevators	
	Air compressors	
	Hydraulic lifts	
	Dry cleaning	
	Photo processing	
	Ventilation hoods and/or incinerators	
	Waste treatment systems and/or water treatment systems	
Site Operations,	Heating and/or cooling systems	
Processes, and Equipment	Paint booths	
	Sub-grade mechanic pits	
	Wash-down areas or carwashes	
	Pesticide/herbicide production or storage	
	Printing operations	
	Metal finishing (electroplating, chrome plating, galvanizing, etc.)	
	Salvage operations	
	Oil, gas, or mineral production	
	Other processes or equipment	
Aboveground	Aboveground storage tanks	
Chemical or Waste	Drums, barrels, and/or containers ≥ 5 gallons	
Storage	MSDS or SDS	



Category	Item or Feature	Observed or Identified
	Underground storage tanks or ancillary UST equipment	
	Sumps, cisterns, French drains, catch basins, and/or dry wells	
Underground	Grease traps	
Chemical or Waste Storage, Drainage or	Septic tanks and/or leach fields	
Collection Systems	Oil/water separators, clarifiers, sand traps, triple traps, interceptors	
	Pipeline markers	
	Interior floor drains	
Electrical	Transformers and/or capacitors	
Transformers/PCBs	Other equipment	
	Stressed vegetation	
	Stained soil	
	Stained pavement or similar surface	
	Leachate and/or waste seeps	
Releases or Potential	Trash, debris, and/or other waste materials	
Releases	Dumping or disposal areas	
	Construction/demolition debris and/or dumped fill dirt	
	Surface water discoloration, odor, sheen, and/or free-floating product	
	Strong, pungent, or noxious odors	
	Exterior pipe discharges and/or other effluent discharges	
	Surface water bodies	
Other Notable Site	Quarries or pits	
Features	Wastewater lagoons	
	Wells	



The above-listed characteristics were not observed during the Site reconnaissance.

#### 5.4 Asbestos

The installation plans do not involve disturbance of suspect asbestos-containing material (ACM). As such, asbestos samples were not collected and analyzed as part of this assessment, and asbestos does not constitute a BER associated with the Site at this time.

#### 5.5 Lead-Paint

The installation plans do not involve disturbance of painted surfaces. As such, paint samples were not collected and analyzed for total lead content as part of this assessment, and lead-based paint (LBP) or lead-containing paint (LCP) do not constitute a BER associated with the Site at this time.

#### 5.6 Mold

Mold was not observed at the Site during the reconnaissance. Due to the lack of visible mold growth and/or significant water infiltration, mold does not constitute a BER associated with the Site. The scope of this limited visual observation for mold should not be construed as a mold assessment. Terracon's observations were limited to accessible areas.

#### 5.7 Wastewater Discharges and Wells

Pursuant to the Verizon Wireless SOW, Terracon performed limited visual observations and a limited records review for wastewater discharges and wells within 300 feet of the Site. The Verizon Wireless SOW defines wastewater discharges as any wastewater (including stormwater) discharges into a drain, ditch, or stream. Additionally, the SOW specifies that this assessment must include the identification of any dry wells, irrigation wells, injection wells, abandoned wells, monitoring wells or other wells.

It should be noted that this assessment is limited in nature and certain indicators or information related to the presence of the items may have been latent, inaccessible, not provided, unobservable, or not present during the reconnaissance and may subsequently become observable. Further, for identified features extending beyond the Site boundaries, discharge points were not confirmed during the reconnaissance, unless readily apparent.

During the reconnaissance and limited records review, no wells or wastewater discharges into a drain, ditch, or stream on the site or surrounding properties were identified within 300 feet of the Site.

## **6.0 Interviews**

#### 6.1 Parent Tract Owner, Property Manager, Occupants

The following individual was contacted regarding the current and historical use of the Site.

Interviewer	Name / Contact Method	Title	Date
Trevor Farrell	Bill Tsiatsos donnatsiatsos@yahoo.com	Parent Tract Owner	March 26, 2025


Terracon interviewed Mr. Bill Tsiatsos, owner of the site and parent tract, at the time of the site reconnaissance. According to Mr. Tsiasos, he has owned the southern portion of the parent tract (the location of the proposed tower compound) for approximately three years. The northern portion of the parent tract (the location of the proposed access road) has been in his family since 1929. According to Mr. Tsiasos, a former radio tower and associated shack located along the access road was constructed in the 1950s; however, the parent tract has otherwise historically consisted of undeveloped grazing land. Mr. Tsiasos had no knowledge the presence of underground storage tanks (USTs), septic tanks, or water wells in the vicinity of the site or access road. Mr. Tsiasos was not ware of any pending, threatened, or past environmental litigation, notices of possible violations of environmental laws, or liability associated with the site.

## 6.2 Agency Inquiries

Agency Contacted/Contact Method	Date	Response
City of La Grande / by email sbennett@cityoflagrande.org	03/19/24	Ms. Sandy Bennett of the City of La Grande informed Terracon records for the site were not identified in City of La Grande databases.
Union County / by email sburgess@union-county.org	03/25/25	Union County directed Terracon to the City of La Grande for records related to the site. See above for further discussion.
La Grande Rural Fire Protection District / by email Igrfpd@eoni.com	03/19/25	Mr. Graig Kretschemer of La Grande Rural Fire Protection District informed Terracon records for the site were not identified in La Grande Rural Fire Protection District databases.
Oregon Water Resources Department Well Report Query / online database https://apps.wrd.state.or.us/apps/ gw/well_log/Default.aspx	03/19/25	Well logs were not identified for the site.

## 7.0 Records Review

Regulatory database information was provided by a contract information services company. The purpose of the records review was to obtain sufficient information to assist the environmental professional in determining if a REC, historical REC, controlled REC, or a de minimis condition exists at the Site in connection with the listing. Information in this section is subject to the accuracy of the data provided by the information services company and the date at which the information is updated. The scope herein did not include confirmation of facilities listed as "unmappable" by regulatory databases.



In some of the following sections, the words up-gradient, cross-gradient, and down-gradient refer to the topographic gradient in relation to the Site. The groundwater flow direction and the depth to shallow groundwater, if present, would likely vary depending upon seasonal variations in rainfall and the depth to the soil/bedrock interface. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the site cannot be directly ascertained.

## 7.1 Environmental Records Sources

Terracon reviewed standard federal, state, and tribal environmental record sources within the approximate minimum search distances, as required by ASTM E1527-21 and presented in Table 2 of Section 8.0 (Types of Government Records to be Reviewed). Pursuant to the Verizon Wireless Scope of Work, several of the search distances have been expanded and deviate from the requirements in ASTM E1527-21. Additionally, the Supplemental Databases presented in the Verizon Wireless Scope of Work were reviewed. Further, to enhance and supplement the standard environmental record sources, Terracon reviewed additional federal, state, tribal, local, and proprietary environmental record sources, provided by the database firm, if potentially useful and reasonably ascertainable. Please refer to Appendix G (the environmental regulatory database report) for the number of listings within each database reviewed and database definitions and descriptions.

Due to conversion of address data to location coordinates and the accuracy of government records, the facility locations depicted in the environmental regulatory database report may not match actual physical locations. As such, Terracon attempted to field-verify the actual distances of facilities of concern from the Site.

## 7.1.1 Records Summary

No facilities are listed within the environmental regulatory database report within 500 feet of the Site. Facilities are listed in the environmental regulatory database report within the specified search distances; however, based on distance, the facility does not constitute a REC. Additionally, based on distance and/or topographic gradient in relation to the Site, a review of regulatory files pertaining to the listed facilities were not warranted.

Unmapped facilities are those that do not contain sufficient address or location information to evaluate the facility listing locations relative to the Site. The report did not list facilities in the unmapped section.

## 7.2 Historical Use Information

Terracon reviewed the following historical sources to develop a history of the previous uses of the Site and surrounding area, in order to help identify RECs associated with past uses. Copies of selected historical documents are included in <u>Appendix H</u>.

## 7.2.1 Historical Sources & Availability

Readily available historical USGS topographic maps, selected historical aerial photographs (at approximately 10-to-15-year intervals), historical fire insurance maps produced by the Sanborn Map Company, and historical city directories were reviewed to evaluate land development and obtain information concerning the history of development on and near the Site. The available reviewed sources are summarized below. Copies of selected historical documents are included in <u>Appendix H.</u>



Year	Aerial Photographs	Historical Topographic Maps	Fire Insurance Maps	City Directories	Other
Not Available			х		
Pre-1940's					
1940's	1947				
1950's	1957				
1960's	1960	1964, 1965			
1970's	1976				
1980's	1981	1984			
1990's	1994			1995	
2000's	2001, 2006, 2009			2000, 2005	
2010's	2012, 2016	2014, 2017		2010, 2014, 2017	
2020's	2020	2020		2020	

## 7.2.2 Past Use of Site

Based on a review of available records listed above, the previous uses of the Site are described in the table below in intervals where meaningful property changes were noted.

Date	Description	Historical Source	REC Identified
1947	A portion of the proposed utility easement appears as Baseline Lane. The remainder of the site appears as undeveloped land	Aerial Photograph	
1957-2020	The current access road is now present along the proposed access/utility easement	Aerial Photographs Topographic Maps	

## 7.2.3 Past Use of Adjoining/Surrounding Properties

Based on a review of available records listed above, the previous uses of the surrounding properties are described in the table below in intervals where meaningful property changes were noted.



Date	Description	Historical Source	REC Identified
1947-2020	Surrounding areas consist of undeveloped and/or wooded land	Aerial Photographs Topographic Maps	

### 7.3 Radon

Union County, Oregon is located in Environmental Protection Agency (EPA) Radon Zone 2, which is defined as an area with an average indoor radon concentration less than 4.0 picoCuries per liter (pCi/L) of air but greater than 2.0 pCi/L. The EPA recommends a guideline "action level" of 4.0 pCi/L for annual average indoor radon concentrations. Testing would be required to determine actual radon concentrations; however, since there are no indoor areas of the Site that will be occupied by Ryka or Verizon Wireless for extended periods of time, radon does not constitute a BER associated with the Site.

## 7.4 Wetlands/Surface Water

Terracon conducted a limited wetland review for the Site to evaluate potential presence of apparent jurisdictional Waters of the U.S. (WOTUS), including wetlands, as defined and regulated by federal authority under 33 CFR Parts 320-330. This review may not identify state/locally-designated wetlands.

Wetlands, as defined by EPA and the U.S. Army Corps of Engineers, in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, (Federal Interagency Committee for Wetland Determination, 1989), are "those areas that are inundated or saturated by surface or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions." Jurisdictional wetlands, regulated under Section 404 of the Clean Water Act/1972, have undergone increasing regulation (Clean Water Act/1977 and 1987, Farm Bills/1985 and 1990), and are important for protection of aquatic species and waterfowl, water purification, and flood control.

This Limited Wetland Review does not constitute a comprehensive determination and/or delineation, which is based on three criteria, wetland hydrology, hydrophytic vegetation, and hydric soils, as set forth in 1987 Corps of Engineers Wetland Delineation Manual and further supported by the applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual. To determine whether regulated wetlands may be present on the Site, a wetland delineation must be performed and submitted to the U.S. Army Corps of Engineers for a jurisdictional determination, as required by Section 404 of the Clean Water Act.

## 7.4.1 Map and Aerial Photograph Findings

Terracon reviewed the following resources to evaluate the potential presence of jurisdictional WOTUS, including wetlands, on and in close proximity to the Site:



Source	Closest Feature	Distance/Direction/ Gradient from Tower Compound	Distance/Direction/Gradient from Nearest Portion of Access/ Utility Easement	Land Conditions Between Site and Feature
USGS Topographic Map	Several intermittent, unnamed streams	500 feet / northwest / cross-gradient	Within utility easement	Undeveloped land
NWI Map	Riverine	500 feet / northwest / cross-gradient	120 feet / west / down-gradient	Undeveloped land
Aerial Photographs	Meadow Creek	800 feet / west / down-gradient	800 feet / west / down-gradient	Undeveloped land

## 7.4.2 Observations During Reconnaissance

Terracon conducted visual observations to evaluate for the potential presence of apparent jurisdictional WOTUS, including wetlands during the reconnaissance. It should be noted that a wetland biologist may not have performed the observations, and a comprehensive determination and/or delineation of a potentially jurisdictional wetlands was not performed as part of the authorized scope of work. Only visual observations from the proposed lease areas and publicly-accessible areas were conducted. An evaluation of subsurface soil conditions or assessment for potential hydrophytic vegetation was not performed. During the reconnaissance, Terracon observed the following:

Terracon observed the Site to consist of an undeveloped area with a dirt access road. With the exception of the features noted above, no other standing water or water features such as streams, ponds, or lakes were observed within 300 feet of the Site.

## 7.4.3 Conclusions Regarding Wetland-related Issues

The Oregon Department of Environmental Quality (DEQ) enforces a 50-foot undisturbed vegetation buffer zone on certain state waters. It is not anticipated that the installation activities will result in direct impacts to the identified stream or riverine features, and the proposed construction activities will not be subject to state or federal jurisdictional waters regulations; however, pursuant to the Verizon Wireless scope of work, the presence of the stream or riverine features within 300 feet of the site constitutes a BER associated with the installation plans.

Additional investigation is not recommended at this time; however, Terracon recommends the implementation of E&S controls during construction to avoid impacts to the stream. Additionally, construction lay down areas should be selected in locations that will not disturb the wetlands or stream.

## 8.0 Findings, Conclusions, and Recommendations

Please refer to the Executive Summary (Section 1.0).



## 9.0 Certification Statement

I, Trevor Farrell, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional, as defined in Section 3412.10 of 40 CFR 312; and I have the specific qualifications based on education, training, and experience to assess a Site of the nature, history, and setting of the Site. I have developed and performed the All Appropriate Inquiries in accordance with the standards and practice set forth in 40 CFR Part 312 and generally pursuant to the Verizon Wireless Environmental Due Diligence Services - AAI Scope of Work.

In fait

Trevor Farrell

April 16, 2025

Date

Senior Staff Geologist

Title

Portland, Oregon

**Terracon Office** 

APPENDIX A

**EXHIBITS** 







MN



Wetlands

Estuarine and Marine Deepwater **Estuarine and Marine Wetland** 

Freshwater Forested/Shrub Wetland Freshwater Emergent Wetland Freshwater Pond

Riverine

Other Lake

National Wetlands Inventory (NWI) This page was produced by the NWI mapper

APPENDIX B

**SITE PLANS** 

		HARMONI TOWERS: OR0005313	OR0005313 MARLEY CREEK	RARMONITOWERS
			Y CREEK	RYKA LAND SERVICES
verizon	ZON	SITE ADDRESS: TBD BASELINE LANE LA GRANDE, OR 97850	NE LANE , OR 97850	AND STARTING FINAL FUNCTION FOR
VICINITY MAP	GENERAL LOCATION MAP	PROJECT CONTACTS	90% ZONING	OR0005313 MARLEY CREEK
Image: Sector of the sector	Control         Control <t< td=""><td>ACHLANT:         ENDERFLYOMMER           ACHLANT:         BADERTYOMMER           1101         HARREN UNKE, SUIT 200           1101         HARREN UNK</td><td>DRAWING REVIEW       DRAWING INDEX       Time set in the set</td><td>VZM SITE NAME: OR3 MARLEY CREEK TBID BASELME LANE LAGRANDE. OR 97860 MIND COUNTY A GRANDE. OR 97860 MIND NOUNTY A GRANDE. OR 97860 A GRANDE. OR 97</td></t<>	ACHLANT:         ENDERFLYOMMER           ACHLANT:         BADERTYOMMER           1101         HARREN UNKE, SUIT 200           1101         HARREN UNK	DRAWING REVIEW       DRAWING INDEX       Time set in the set	VZM SITE NAME: OR3 MARLEY CREEK TBID BASELME LANE LAGRANDE. OR 97860 MIND COUNTY A GRANDE. OR 97860 MIND NOUNTY A GRANDE. OR 97860 A GRANDE. OR 97
	DO NOT SCALE DRAWINGS. WHITTEN DIALESIONE TAKE PRECEDENCE OVER SCALES SHOWN ON PLANES. CONTRACTOR MUST TREPT ALL DIALESIONIS AND JUDIEE DRAWERR SHOWN ON PLANES. AND CLAREER OF MAY ERRORS OR OMISSIONS.		ZONNIC RENIMMES STALL CLARY ALCE WITHS ALLEDIT TO UCH REDIME NOT AS DOWINGS AR BENG REVEND	PROPRIETARY INFORMATION: THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY INJURE. ANY USE OF DISCUSSE OTHER THAN THAN WHICH ELATES TO VERZON WRELESS SERVICES IS STRUCTV PROHIBITED.



**HARMONI**TOWERS

ANS PREPARED FOR:

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HARMONI TOWERS 20' WIDE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION

HARMONI TOWERS LEASED PREMISES LEGAL DESCRIPTION

11101 ANDERSON DRIVE SUITE 200 LITTLE ROCK, AR 72212 HARMONI TOWERS

JECT INFO:

# PROJECT INFORMATION

FEE OWNER: WILLIAM G. TSIATSOS AND DONINA D. TSIATSOS, CO-TRUSTEES OF THE WILLIAM G. AND DONINA D. TSIATSOS FAMILY TRUST U/A/D DECEMBER 23, 2003 SITE ADDRESS: TBD BASE LINE ROAD, LA GRANDE, OR 97850

IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN.

PARENT PARCEL LEGAL DESCRIPTION

SECTION 4: GOVERNMENT LOTS 2, 3, AND 4, THE SOUTH HALF OF THE MORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.

CORPTING THEREFROM A TRACT OF LAND SITUATED IN SAID SECTION 1, TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN, AORE SPECIFICALLY DESCRIBED AS FOLLOWS:

TOWER CENTROID: LATITUDE: 45° 14° 16,07° N NAD 83 (2011) LONGITUDE: 118° 26' 50.01° W NAD 83 (2011) GROUND ELEV: 3905.5 FEET NAVD 85

SITE INFORMATION

: DATE: SUED FOR: B

Sector Descent Construction (Construction) (Cons

SSUED FOR: UNION COUNTY SURVEY

OR0005313 MARLEY CREEK TBD BASELINE LANE LA GRANDE, OR 97850

AWN BY: APV: FB: FB: 7403 IRRENT ISSUE DATE:

🖉 12-13-24 SURVEY

12-13-24

CENSURE:

MAP & TAX LOT NUMBER: 04S35-1200

DEED REFERENCE: BARGAIN AND SALE DEED, DATED 08/10/2020, RECORDED UNDER RECORDING NO. 20203029

Contention of the Merci current construction and according to the According the Merci Construction and according the DataTic Construction of Construction and According the Sourcess To Construction of Construction and According the Sourcess To Construction of Construction and According to Sourcess To Construction and According to According to Ecolomic Construction and According to According to

ZONING: A-4 (TIMBER GRAZING ZONE) JURISDICTION: UNION COUNTY

4. SIBLET DESERTED TO LEUR DUTIENT CONSTRATIVE BUTTE ASSOCIATION FOR HIGH TO LEURO MICH 3. 2013 & MICHURIN TRANSCOLITOR FOR HIGH TO MICH 3. 2013 & MICHURIN COUNCIL TO SCIERCE INSERMENT SI CONSTEM THE SIX SENIO SECTION FOR REMERT OF REPORTION TO REMERT THE RIXING HIGH AND WITH ESCIENCIA IS REMERTED FOR THE RIXING HIGH AND WITH ESCIENCIA IS DECEMBED THE RIXING HIGH AND WITH ESCIENCIA IS REMERTED FOR SOCIER ACCESS EASEMENT OF LEASED PREMISE THE ESCONTROLOGINATIONED THEREMIN RUT SUFFICIENT OF CONTRATION TO CONTAINED THEREMIN RUT SUFFICIENT OF CONTRATION FOR THE RIXING HIGH ACCESS TO THE RESOLUTION CONTAINED THEREMIN RUT SUFFICIENT OF CONTRATIONAL DUTIENT OF CONTRATIONED THE RESOLUTION THE RIXING HIGH ACCESS FOR THE RESOLUTION OF CONTRATIONAL DUTIENT OF CONTRATIONED THEREMINED THE RESOLUTION THE RIXING HIGH ACCESS FOR THE RESOLUTION OF CONTRATIONAL DUTIENT OF CONTRATIONAL DUTIENT OF CONTRATIONAL RUT SUFFICIENT OF CONTRATIONED THEREMINED THEREMINED THERE RUT SUFFICIENT OF CONTRATIONED THEREMINED THEREMINED THEREMINED THEREMINED RUT SUFFICIENT OF CONTRATIONED THEREMINED THEREM

3UBJECT TO EASEMENT GRANTED TO RONALD LA GRANDE WAITE I GWENDOLYN WAITE FOR INGRESS & EGRESS ACROSS AN EXISTING

WHAT A PROPERTIMATION OF A CONTRACT AND A MICROFILM DOCUMENTING 2003/SIG (DOES NOT FRECT PROPOSED ACCESS EASEMENT OR LEASED PREMISES - THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO PLOT HEREON)

FLOOD ZONE CLASSIFICATION: ACCORDING TO FEDERAL EWERGENCY MANAGENEY AGENCY MARS, THE REOFDOSED FELECOMMUNICATIONS RIFLES LOCATEDIN ZONE C, COMMUNITY PANEL NO. 410216 0375 B, DATED MAY 15, 1980

SECTION 5: GOVERNMENT LOTS 1, 2, 3, AND 4, AND THE SOUTH HALF OF THE NORTH HALF, THE EAST HALF OF THE SOUTHMEST QUARTER, THE SOUTHEAST QUARTER,

SECTION 6: GOVERNMENT LOTS 1, 2, AND THE SOUTH HALF OF THE NOTTHEAST QUARTER;

WETLAND DELINEATION: NO WETLAND AREAS HAVE BEEN INVESTIGATED 3Y THIS SUBVEY.

SURVEY REFERENCES

(R1) RECORD OF SURVEY, CS 21-39 (R2) RECORD OF SURVEY, CS 23-2006 (R3) RECORD OF SURVEY, CS 61-1991 (R4) PARTITION PLAT NO. 2017-2014

SECTION 8: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALSO INCLUDING A TRACT OF LAND IN THE NORTHEAST QUARTER OF SAID SECTION 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BASIS OF ELEVATION CORS STATIONS P372, P386, P384, PDTN 8, LWST. ELEVATIONS SHOWN HATE ABOVE MEAN SEA LEVEL (AMSL) REFERENCED TO THE MAYD 88 DATUM.

NOTES

2. RECORD BEARINGS HAVE BEEN ROTATED TO HEREIN REFERENCED NAD 83 (2011) MERIDIAN. 3. SURVEY MONUMENTS SHOWN HEREON WERE VISITED ON 11/12/2024

EPTING THEREFROM THAT PORTION WITHIN THE PUBLIC ROAD

In the APAT CF THE PARENT MARCE. BEING MAS IF ALL OT NO. Sashado AS SRAWTED TO NONLIJAMA C, TRAYSOS AND DONIAN D, STROSS OCTIVENTESS OF THALIJAM C, MANDONIAN D, TRAHTSOS ALLY TRANS UND EXCEMBER 73, 2003 AND SET FORTH HI THAT TATH BARGAMA AND BALLE EER ERCORDED IN/DER RECORDING NO. 20030 RECORDS OF UNIVO ACUNITY, OREGONJ.

MARGIN. CONTAMING APPROXIMATELY 117,888 SQUARE FEET OR 2.70 ACRES. SIDELINES THEREOF TO BE LENGTHENED OR SHORTENED SO A NTERSECT AT ANGLE POINTS AND AT SAID SOUTH RIGHT OF WA

TOGETHER WITH A STRP OF LIAND 20 FEET IN WIDTH BEING 10 FEET ON INTELESS OF TRADEX OF THE POLLOWING SECREMED 20 FOUTHALE BEGINNIKGA, T SALID POMT "Y, THENGE INGETH 40 0000F WAST FEET TO THE TRAMINUS OF THIS CENTERLINE DESCRIPTION.

27. SUBJECT TO MEMOPANOUM OF LEASE BETWEEN WILLIAN G TSINTSSEA ADDOWNED THATSSEA CONTRIBUTES OF THE WILLIAN G AND ONNED. TSINTSSEA FAMAL THATS TO THE WELLIAUR G AND ONNED. TSINTSSEA FAMAL THATS THATSPECTURE FACTOR TO CONTRIPOLATION TO THAT AND THAT TO THAT AND THAT SUBJECT AND THAT AND THAT AND THAT AND THAT AND THAT AND ONNED. THAT AND THA

20. SUBJECT TO EASEMENT FOR ACCESS TO A CEMETERY GRANTED T JAMA GREENEE, GUST 194/190S, LISA MEEK, AND RYAN TSIA7SOS, RECORDED JANUARY 4, 2007 AS MCROFILM DOCUMENT NO. 2007003. PLOTTED HEREON)

LAND SURVEYING RIGHNEETING ARCHITECTURE PRONEINSPECTION REAL ESTATE SERVICES

WING INFORMATION:

O NOT SCALE DRAWIT ALL DIMENSIONS AND

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SHEET 1 OF 5

PORTION OF SECTIONS 4, 5, 6 & 8 T. 4 S., R. 35 E., W.M.

AWING NUMBER:

RYKA LAND SERVICES

OREGON MAY 14, 2015 RAYMOND EARL SLATER 85645PLS

PROFESSIONAL LAND SURVEYOF

gleat

EXCEPTING THEREFROM THAT TRACT CONVEYED TO THE BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION BY DEED RECORDED As MICROFILM DOCUMENT NO. 133714, MORE PARTICULAR, Y DESCRIPED AS POLLOWS.

CONTENT VIOLET VIOLET THE LEASE DE REVEISES IS CONTENT/OLISIOLS ALONG ITS COMMON BOUNDARES TO THE ACCESS AND TUTLITY ENSEMPLY, MANCH THENIS CONTENTION CONTENT RECOMMON BOUNDARES TO THATCH BASE LINE FRAAD RIGHT OF WW, AND THAT THERE ARE NO GARS ENSERS SAVCESS OR OVERLAPS BETWEEN OR AMONG ANY OF SAD PARCELS OF LAND.

4. FIELD MEASUREMENTS AND CBSERVATIONS FOR THIS SURVEY WERE MACE BETWEEN NOVEMBER 12-14, 2003. JUNEVEY FOLIPMENT CONSISTED OF A TOPCON OFT 5500 LIVIN SERIES TOTAL STATION AND A PAIR OF IGAGE IOS 6048S STATIC RECEIVER OFS UNITS.

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12-13-24 DATE

RAYMONDE, SLATER, JR., PLS CERTIFICATE NO. 85945PLS

TO HARMONI TOWERS, ITS SUCCESSORS AND ASSIGNS AND/OR ITS DESIGNEES, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION

ALSO EXCEPTING THEREFROM, THE PARCEL CONVEYED TO THE STATE OF OREGON (HIGHWAY COMMISSION) FOR THE WIDENING OF STARKEY HIGHWAY

ITUATE IN THE COUNTY OF UNION, STATE OF OREGON.























## **APPENDIX C**

**ASTM USER QUESTIONNAIRE** 

## ASTM E1527-21 User Questionnaire



Date Completed	3/13/25			
Person Completing Questionnaire	Name: Josh Hawes	Phone: 206-523-1941		
reison completing questionnane	Company: <sub>Ryka Land Services</sub> Email: <sub>jhawes@rykalandservices.com</sub>			
Site Name		Jind resign y rainances resistenti		
	Marley Creek			
Site Address	undeveloped parcel off of Ba	aseline Ln, Union OR 97850		
Point of Contact for Access	Name: Bill or Donna Tsiatsos	Phone: 541-428-2112		
Access Restrictions or Special Site	Company: William & Donna Tsiatsos Trust	Email: DonnaTsiatsos@Yahoo.com		
Requirements?		Make sure snow is clear		
Confidentiality Requirements?	✓ No Yes (If yes, please explain)			
Current Site Owner	Name: Same as contact info	Phone:		
	Company:	Email:		
Current Site Operator	Name: Undeveloped	Phone:		
	Company:	Email:		
Reasons for ESA (e.g., financing,				
acquisition, lease, etc.)	Lease			
Anticipated Future Site Use	Wireless Telecom Site to be	installed		
Relevant Documents?	Please provide Terracon copies of prior Pha			
	Environmental Permits or Audit documents			
	Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or			
	documents. Yes 🗸 N	No		
To qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields				
Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following inquiries required by 40 C.F.R. §§				
312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The user should provide the following information to the environmental professional. Failure to conduct				
-	-			
<ul><li>these inquiries could result in a determination that "all appropriate inquiries" is not complete.</li><li>1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against</li></ul>				
the site under federal, tribal, state, or local law (40 CFR 312.25)?				
No Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)				
2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as				
engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded				
against the site under federal, tribal, state, or local law (40 CFR 312.26)?				
No Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)				
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized				
the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)?				
No Yes (If yes, explain below)				
4) Does the purchase price being paid for this site reasonably reflect the fair market value of the property? If you conclude that there				
is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at				
the site?				
No Yes Not applicable (If yes or Not applicable, explain below)				
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the				
past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of				
spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken				
place at the site?       Vo     Yes     (If yes, explain below)				
	e related to the site are there any obvious	indicators that point to the presence or likely		
presence of releases at the site (40 CFR 31		indicators that point to the presence of likely		
✓ No Yes (If yes, explain below)				
Comments or explanations:				
	vare of. Remote site which doesn't appea	ar to have been developed		
Involte observed of contaitions we are av	are or Remote site which upesh t appea	a to have been developed.		

**APPENDIX D** 

**TITLE DOCUMENTS** 

# EOT

## EASTERN OREGON TITLE, INC.

1601 Adams Avenue La Grande, OR 97850 Phone: (541) 963-8561 Fax: (541) 963-2391

TITLE INSURANCE •

ESCROW CLOSING

ESCROW COLLECTION

Agent for Stewart Title Guaranty Company

Old Republic National Title Insurance Company 530 South Main Street, Suite 1031 Akron, OH 44311

September 18, 2024

Title No.: 24-38242

•

Attn: Daniel Britt

## 2<sup>nd</sup> Updated Preliminary Title Report (Changed Land, amended tax note, deleted Exception No. 9, added Exception Nos. 19 & 20, and new effective date)

ALTA 2021 Owner's Standard Coverage	Liability	\$ 250,000.00	Premium \$ 825.00
Endorsement OTIRO 110 (Domestic Partnership)			Premium \$ 0.00
Endorsement OTIRO 213-06 Leasehold Owner's			Premium <b>\$ 0.00</b>
Endorsement OTIRO 217-06 Access and Entry			Premium \$125.00

We are prepared to issue on request and on recording of the appropriate documents, a policy or policies of Stewart Title Guaranty Company, as applied for, with coverages as indicated, based on this preliminary report dated **September 13, 2024, at 8:00 a.m.**, insuring title to:

#### SEE EXHIBIT "A" ATTACHED HERETO FOR DETAILED LEGAL DESCRIPTION

Vested in:

#### WILLIAM G. TSIATSOS AND DONNA D. TSIATSOS, CO-TRUSTEES OF THE WILLIAM G. AND DONNA D. TSIATSOS FAMILY TRUST U/A/D DECEMBER 23, 2003

The estate or interest in the land which is covered by this policy is:

#### A Leasehold Interest

We searched for liens and judgments against the following in connection with this transaction: HARMONI TOWERS LLC, and found NONE.

PROPOSED INSURED LENDER: NONE

Subject only to the exceptions shown herein and to the terms, conditions and stipulations contained in the policy form. No liability is assumed until a full premium has been paid and a policy issued.

## **GENERAL EXCEPTIONS**

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject Land.
- 5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

## **SPECIAL EXCEPTIONS**

- 6. The 2024-25 taxes on this Land, which are a lien, but not yet due or payable.
- 7. This Land has been specially assessed for fire protection.
- 8. The assessment roll and the tax roll disclose that this Land is specially assessed as farm land. If the Land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years in which the Land was subject to the special land use assessment.
- 9. Rights of the public in and to that portion of the Land lying within the right-of-way of Base Line Road.
- 10. Right-of-Way Easement, including the terms and conditions thereof, granted to California-Pacific Utilities Company, a corporation, dated June 28, 1973, recorded July 2, 1973, as Microfilm Document No. 44945, Records of Union County, Oregon, for the right to construct, reconstruct, operate and maintain electric power lines and/or gas or water mains, and all necessary poles, towers and appurtenances over, under and upon a strip of Land 10 feet in width. (Not specifically described)

11. Line of Credit Deed of Trust, including the terms and conditions thereof, executed by William G Tsiatsos and Donna D Tsiatsos, Co-Trustees of the William G and Donna D Tsiatsos Family Trust u/a/d December 23, Grantors, to Brad Williams c/o UPF Washington Incorporated, as Trustee for Umpqua Bank, Beneficiary, dated August 30, 2018, recorded August 31, 2018, as Microfilm Document No. 20182637, Records of Union County, Oregon, given to secure the payment of \$250,000.00. (Includes additional Land)

## The Seller or Borrower in this transaction must sign an affidavit stating that the above Line of Credit Deed of Trust has been (or will be) paid off and terminated prior to the closing of said transaction.

- 12. Intentionally deleted.
- 13. Any unrecorded leases and/or tenancies.
- 14. This report does not include a search for financing statements filed in the office of the Secretary of State, and no liability is assumed if a financing statement is filed in the office of the County Clerk covering fixtures wherein the Land is described other than by metes and bounds, the rectangular survey system, or by recorded lot and block.
- 15. Title insurance is subject to the completion of an Owner's Standard Affidavit.
- 16. Issuance of the final title policy is subject to approval by the underwriting legal department, and to any amendments or additions required for such approval.
- 17. Reservations in United States Patents, or in Acts authorizing the issuance thereof.
- 18. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
- 19. Rights of the public and of governmental bodies in and to that portion of this Land lying below the high-water mark of Meadow Creek, as it crosses this Land.
- 20. The interest of the following parties in this Land, as evidenced by the Union County Assessor's tax account in their names:
  - a. William G Tsiatsos (04S35-1200 A2; Ref. No. 5167)
  - b. WG and Donna Tsiatsos (04S35-1200 A3; Ref. No. 5168)
  - c. Douglas Robert Bish (04S35-1200 A4; Ref. No. 5169)
  - d. William G and Donna D Tsiatsos (04S35-1200 A5; Ref. No. 5170)
  - e. William G and Donna D Tsiatsos (04S35-1200 A6; Ref. No. 5171)
  - f. Dale Knudsen (04S35-1200 A7; Ref. No. 5172)
  - g. Kathleen Anne Neihart (4S35-1200 A8; Ref. No. 5173)
  - h. William G Tsiatsos (04S35-1200 A9; Ref. No. 15646)
- Reservations for rights and/or easements, including the terms and conditions thereof, contained in Deed, dated October 4, 1937, recorded April 13, 1938, in Book 99, Page 22, Deed Records of Union County, Oregon, across this Land.

22. Terms and conditions of an apparent appurtenant easement, by and between Mark Tipperman and Lorna J. Williamson, husband and wife, and William Tsiatsos and Donna Tsiatsos, husband and wife, recorded June 9, 1999, as Microfilm Document No. 993101, Records of Union County, Oregon, for ingress and egress from this Land. (Includes additional Land)

Eastern Oregon Title, Inc. makes no claim as to the insurability of this easement.

23. Terms and conditions of an apparent appurtenant easement, granted toWilliam G. Tsiatsos, dated February 14, 2003, recorded February 26, 2003, as Microfilm Document No. 20031154, Records of Union County, Oregon, for a spring and water lines.

Eastern Oregon Title, Inc. makes no claim as to the insurability of this easement.

- 24. Easement, including the terms and conditions thereof, granted to Blue Mountain Conservative Baptist Association, an Oregon Nonprofit Corporation, dated February 14, 2003, recorded March 3, 2003, as Microfilm Document No. 20031247, Deed Records of Union County, Oregon, for a trail across this Land.
- 25. Easement, including the terms and conditions thereof, granted to Ronald La Grande Waite and Gwendolyn Waite, Husband and Wife, dated February 28, 2003, recorded March 3, 2003, as Microfilm Document No. 20031249, Deed Records of Union County, Oregon, for access across this Land.
- 26. Easement, including the terms and conditions thereof, granted to Jana Greenlee, Gust Tsiatsos, Lisa Meek, and Ryan Tsiatsos and their heirs, recorded January 4, 2007, as Microfilm Document No. 20070053, Deed Records of Union County, Oregon, for access to a cemetery across this Land.
- 27. Terms and conditions of a lease dated July 30, 2024, executed by William G. Tsiatsos and Donna D. Tsiatsos, Co-Trustees of the William G. and Donna D. Tsiatsos Family Trust, U/A.D December 23, 2003, as lessor and PI Tower Development LLC, a Delaware limited liability company, as lessee, a memorandum of which is recorded August 7, 2024, as Microfilm Document No. 20241665, Records of Union County, Oregon.
- 28. Subject to receiving a copy of the trust agreement, and a Trustee's Certification of Trust for the William G. and Donna D. Tsiatsos Family Trust, prior to the closing of this transaction. Copy enclosed to be completed by the Trustor and Trustee of the above referenced Trust.

NOTE: In order to issue the requested OTIRO 217 access endorsement, Eastern Oregon Title will require an ALTA survey. Title insurance will be subject to any matters disclosed thereby.

NOTE: Eastern Oregon Title, Inc. will require a copy of the unrecorded lease evidencing the leasehold interest held by the borrower in this transaction. Title insurance will be subject to any matters disclosed thereby

- END OF EXCEPTIONS -

NOTE: The following taxes for 2023-24 are **PAID IN FULL**.

Tax Amount:	\$1,157.79
Account No.:	04835-1200
Reference No.:	5165
Tax Amount:	\$29.28
Account No.:	04835-1200 A2
Reference No.:	5167
Tax Amount:	\$61.10
Account No.:	04835-1200 A3
Reference No.:	57952
Tax Amount:	\$196.65
Account No.:	04S35-1200 A4
Reference No.:	5169
Tax Amount:	\$80.40
Account No.:	04S35-1200 A5
Reference No.:	5165
Tax Amount:	\$191.17
Account No.:	04S35-1200 A6
Reference No.:	5171
Tax Amount:	\$267.79
Account No.:	04S35-1200 A7
Reference No.:	5172
Tax Amount:	\$128.13
Account No.:	04835-1200 A8
Reference No.:	5173
Tax Amount:	\$276.74
Account No.:	04S35-1200 A9
Reference No.:	15646

NOTE: We are informed that the Land described herein has a physical address of:

57950 Meadow Creek Road, La Grande, OR 97850 57952 Meadow Creek Road, La Grande, OR 97850 57954 Meadow Creek Road, La Grande, OR 97850 57957 Meadow Creek Road, La Grande, OR 97850 57958 Meadow Creek Road, La Grande, OR 97850 57960 Meadow Creek Road, La Grande, OR 97850 57962 Meadow Creek Road, La Grande, OR 97850 49410 HWY 244, La Grande, OR 97850

- NOTE: The last recorded deed for the herein described Land was conveyed to William G. and Donna D. Tsiatsos Family Trust, recorded September 10, 2020 as Microfilm Document No. 202003029, and re-recorded March 4, 2021, as Microfilm Document No. 20210753, Records of Union County, Oregon. (Includes additional Land)
- NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in Land location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- NOTE: After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transaction will apply.

NOTE: CANCELLED ORDERS ARE SUBJECT TO A \$200.00 CANCELLATION FEE.

Sincerely, EASTERN OREGON TITLE, INC.

4L

Shem Carlson Title Officer

THANK YOU FOR CHOOSING EASTERN OREGON TITLE!

#### EXHIBIT "A"

#### IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN

Section 4: Government Lots 2, 3, and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,

EXCEPTING THEREFROM a tract of land situated in said Section 4, Township 4 South, Range 35 East of the Willamette Meridian, more specifically described as follows:

Commencing at the West quarter corner of said Section 4, thence North 78°05'50" East, 3,454.27' to an 5/8" iron rod with a plastic cap marked BGB survey marker, said point being the Southwest Corner of a Cemetery, and being the True Point of Beginning of this description; Thence North 89°52'35" East, 213.13 feet to the Southeast corner of said cemetery, marked with a 5/8" iron rod with a plastic cap marked BGB survey marker; Thence North 204.38 feet to a 5/8" iron rod with plastic cap marked BGB survey marker, and being the Northeast corner of said cemetery; Thence Said 89°52'35" West, 213.13' to a 5/8" iron rod with plastic cap marked BGB survey marker, and being the Northeast corner of said cemetery; Thence Said 89°52'35" West, 213.13' to a 5/8" iron rod with plastic cap marked BGB survey marker and being the Northwest corner of said cemetery;

- Section 5: Government Lots 1, 2, 3, and 4, and the South half of the North Half, the East half of the Southwest quarter, the Southeast quarter,
- Section 6: Government Lots 1, 2, and the South half of the Northeast quarter,
- Section 8: The Northeast quarter of the Northwest quarter, and the Northeast quarter of the Northeast quarter,

ALSO INCLUDING, a tract of land in the northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" Diameter iron rod that bears South 0°06'44" West, 639.13 feet from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod,

Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod,

Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod,

Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod,

Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod,

Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod,

Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet,

Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33", (the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of 270.85 feet to the West line of said Northeast quarter,

Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING THEREFROM that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South 0°06'44" West, 899.50 feet, more or less, from the North quarter corner of said Section 8, said Point also being on the East line of said Northwest quarter,

Thence: South 0°06'44" West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89° 15'01: West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" East, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right (S=12°06', a=5.0), the chord which bears North 20°48'37" East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of 3°31'58" (the long chord which bears North 30°38'35" East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

SITUATE IN the County of Union, State of Oregon.

This legal description was created prior to January 1, 2008.

(04S35-1200; Ref. No. 5165)

### Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	Νο
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES	
How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>request insurance-related services</li> <li>provide such information to us</li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
# Eastern Oregon Title Inc. Privacy Notice

### WHAT DOES EASTERN OREGON TITLE INC. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Eastern Oregon Title Inc., pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Eastern Oregon Title Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	Νο
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include Elkhorn Title Company, Columbia Title and Pioneer Title of Walla Walla WA.	Yes	Νο
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	Νο	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often does Eastern Oregon Title Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Eastern Oregon Title Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How does Eastern Oregon Title Inc. collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>request insurance-related services</li> <li>provide such information to us</li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: *Eastern Oregon Title Inc., 1601 Adams Avenue, La Grande, OR* 97850.



### TITLE-ONLY RECORDING INSTRUCTIONS

Please include this completed form when submitting documents for recording.

# EASTERN OREGON TITLE WILL NOT RECORD UNTIL SATISFACTORY RECORDING INSTRUCTIONS HAVE BEEN RECEIVED.

To: Eastern Oregon Title, Inc.	Title No. <b>24-38242</b>				
Hold Pending Notification to Record	Record Upon Receipt				
Please record the following enclosed documents:					
Warranty dood					
Deed of Trust/Mortgage					
Full/Partial Reconveyance/SATS for exceptions numbered: Additional Documents:					
ALTA Lien Affidavit					
TYPE OF PO	DLICY				
Owner's Standard Lender's ALTA Lender	er's 2 <sup>nd</sup> ALTA Lender's				
Name of Insured Lender:					
Requested endorsements:					
as shown on Preliminary Title Report No. 24-38242, dated					
Please delete items numbered					
Additional Instructions:					
Notify after recording? Yes No Contact:					
Remit Bill for Services to: Send Final Title Policy and Original Documents to:					
Company	Company				
Address	Address				
Attn:	Attn:				
	Signed				

Dated\_\_\_\_

# EASTERN OREGON TITLE, INC. EOT 1601 Adams Avenue

La Grande, OR 97850

•

Phone: (541) 963-8561 Fax: (541) 963-2391

TITLE INSURANCE • ESCROW CLOSING

ESCROW COLLECTION

# **TRUSTEE'S CERTIFICATION OF TRUST**

(Pursuant to ORS 130.860)

Given to Eastern Oregon Title, Inc. where the title insurance policy is issued by that agent in consideration of their issuance of a policy or policies of title insurance.

Name of trust:
Date of trust:
Trustor(s):
Trustee(s):
Current acting Trustee(s) and mailing addresses are:
The beneficiaries of the trust are specifically named and are not recipients of certificates of beneficial interest therein.
This trust is 🗌 / 🗌 is not revocable.
Those holding power to revoke the trust:
This trust can 🗌 / 🗌 cannot be modified or amended.
Those holding power to modify or amend this trust:
There are 🗌 / 🔲 are not multiple acting trustees.
Trust requires all, one, or majority to act or other (specify:

Page 2 Trustee's Certification of Trust continued...

Trust Taxpayer Identification No.:

Title to trust assets to be taken as follows:

The undersigned hereby certifies that the trust identified above is in existence at this time and has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification to be incorrect. There are no provisions in the trust which would require distribution to the beneficiaries. The Trustee's/Trustees' powers, in addition to any powers contained in the trust, include at least all those trust powers contained in the Uniform Trustees' Powers Act set forth in ORS 130.650 to 130.730 (unrestricted).

Date:		
Signature:	TRUSTEE	
	TRUSTEE	
Signature:	TRUSTOR	
	TRUSTOR	
State of	} ss:	
County of Signed or attested be by	)	day of,,
		Notary Public for

My Commission Expires:

# **EASTERN OREGON TITLE, INC.** 1601 Adams Avenue

La Grande, OR 97850

Phone: (541) 963-8561 Fax: (541) 963-2391

•

TITLE INSURANCE

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ESCROW CLOSING

ESCROW COLLECTION

Title No.: 24-38242

### **OWNER'S AFFIDAVIT**

I/We, being the owner(s) of premises described herein in the attached exhibit "A," situated in Union County, State of Oregon, swear that the following statements are true:

### (A) **POSSESSION/LEASEHOLD**

As of today, there are no tenants, leases or other persons who are in possession or have a right to possession of this Land.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (B) **BOUNDARY LINES**

I/We have reviewed the preliminary title report for this transaction, and, regarding the legal description of this Land, believe as of today, there have been no changes with respect to the legal description shown in that preliminary title report.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (C) ENCROACHMENTS

As of today, there are no encroachments either onto neighboring Land, or onto the Land described herein from neighboring Land.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (D) OTHER LIENS, INCLUDING MECHANIC'S LIENS

There are no liens I/We are aware of that are not shown on the preliminary title report for this transaction, AND within the last 90 days, including today, no one has furnished any materials or rendered any services:

- (1) in the construction, raising, removal or repairs on this Land; or
- (2) in the improvement of this lot;
- (3) or in the site development or subdivision of any plot of land of which this Land constitutes or was a part.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (E) **RESTRICTIONS**

As of today, I/We have no knowledge of any violations of any restrictions regulating the use of this Land.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (F) EASEMENTS

As of today, to the best of my/our knowledge, none of the present improvements on the land encroach upon any easements affecting this Land.

Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

### (G) FINANCING

I have not purchased on credit, or borrowed against crops or any fixtures, such as furnaces, hot water heaters, built-in appliances, air conditioning units, wall-to-wall carpeting or draperies attached to the house or buildings and have no knowledge of any security agreement with money still owing on any fixtures attached to the house or buildings on this Land.

### Except for: (If not applicable, please write N/A or NONE. Do not leave blank.)

I/We understand that Eastern Oregon Title, Inc., and its Underwriter as evidenced by the preliminary title report for this transaction, will rely upon the truth of the statements made in this affidavit when it issues its policy or policies of title insurance insuring the title to this Land and that I/we may be liable for damages for misrepresentations made in completing this form.

The William G. and Donna D. Tsiatsos Family Trust U/A/D December 23, 2003

STATE OF	OREGON	)
		)ss.
COUNTY OF	UNION	)

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_\_.

Notary Public for Oregon My commission expires:

### **EXHIBIT** A

### IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN

Section 4: Government Lots 2, 3, and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,

EXCEPTING THEREFROM a tract of land situated in said Section 4, Township 4 South, Range 35 East of the Willamette Meridian, more specifically described as follows:

Commencing at the West quarter corner of said Section 4, thence North 78°05'50" East, 3,454.27' to an 5/8" iron rod with a plastic cap marked BGB survey marker, said point being the Southwest Corner of a Cemetery, and being the True Point of Beginning of this description; Thence North 89°52'35" East, 213.13 feet to the Southeast corner of said cemetery, marked with a 5/8" iron rod with a plastic cap marked BGB survey marker; Thence North 204.38 feet to a 5/8" iron rod with plastic cap marked BGB survey marker, and being the Northeast corner of said cemetery; Thence Said 89°52'35" West, 213.13' to a 5/8" iron rod with plastic cap marked BGB survey marker, and being the Northeast corner of said cemetery; Thence Said 89°52'35" West, 213.13' to a 5/8" iron rod with plastic cap marked BGB survey marker and being the Northwest corner of said cemetery;

- Section 5: Government Lots 1, 2, 3, and 4, and the South half of the North Half, the East half of the Southwest quarter, the Southeast quarter,
- Section 6: Government Lots 1, 2, and the South half of the Northeast quarter,
- Section 8: The Northeast quarter of the Northwest quarter, and the Northeast quarter of the Northeast quarter,

ALSO INCLUDING, a tract of land in the northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" Diameter iron rod that bears South 0°06'44" West, 639.13 feet from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod,

- Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod,
- Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod,
- Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod,
- Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod,
- Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod,
- Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet,
- Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33", (the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of 270.85 feet to the West line of said Northeast quarter,
- Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING THEREFROM that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South 0°06'44" West, 899.50 feet, more or less, from the North quarter corner of said Section 8, said Point also being on the East line of said Northwest quarter,

Thence: South 0°06'44" West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89° 15'01: West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" East, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right (S=12°06', a=5.0), the chord which bears North 20°48'37" East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of 3°31'58" (the long chord which bears North 30°38'35" East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

SITUATE IN the County of Union, State of Oregon.

This legal description was created prior to January 1, 2008.

(04S35-1200; Ref. No. 5165)



## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

WILLIAM & DONNA TSIATSOS TRUST 53540 BASELINE LN LA GRANDE OR 97850-5101

Tax Account #	5165	Lender Name
Account Status	А	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57950 MEADOW CREEK RD + COUNTY OR	Interest To Sep 13, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,157.79	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$903.81	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$836.77	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$759.14	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$721.37	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$696.51	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$689.49	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$683.90	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$657.85	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$566.54	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$569.04	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$691.01	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$711.85	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$658.13	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$693.16	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$809.87	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$655.87	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$599.94	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$577.01	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$558.98	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$569.99	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$569.81	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$571.29	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$447.44	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$455.82	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$490.64	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$485.55	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$518.99	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$458.64	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$463.41	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$527.57	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$19,757.18	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

18-Sep-2024

Tax Account #	5168	Lender Name
Account Status	A	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57952 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$61.10	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.62	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$53.79	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$45.82	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$43.02	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.16	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$42.08	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.89	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.95	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.06	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.54	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.47	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$28.38	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.01	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.75	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.43	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.20	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.41	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$16.07	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$16.47	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.74	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$45.30	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$40.72	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$41.72	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.50	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.13	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$56.43	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$50.33	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$53.89	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$64.73	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,236.52	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

TSIATSOS, WILLIAM G 53540 BASELINE LN LA GRANDE OR 97850-5101

Tax Account #	15646	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID 01	03
Situs Address	49410 HWY 244 COUNTY OR	Interest To Se	ep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$276.74	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$269.79	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$263.68	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$251.06	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$247.25	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$241.19	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$234.39	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$227.25	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$217.98	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$174.00	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$168.92	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$170.11	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$166.12	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$162.60	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$157.88	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$151.94	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.14	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$145.85	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$133.94	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$137.34	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$138.92	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$132.79	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$131.78	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$125.29	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$122.20	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$118.13	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$106.56	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$131.89	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$117.62	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$125.94	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$151.18	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$5,347.47	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

TSIATSOS, WILLIAM G 53540 BASELINE LN LA GRANDE OR 97850-5101

Tax Account #	5167	Lender Name
Account Status	А	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57950 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.28	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.81	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.38	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.77	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.48	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$20.01	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$19.07	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$17.14	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$16.30	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$13.15	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$12.89	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$12.93	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$12.83	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$14.02	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$15.85	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$13.51	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$32.57	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$26.91	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$27.66	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.59	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.88	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$32.35	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.01	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.66	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.27	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$22.20	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$46.52	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$41.44	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.37	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$53.23	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$784.08	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

TSIATSOS, WILLIAM G & DONNA D 53540 BASELINE LN LA GRANDE OR 97850-5101

Tax Account #	5170	Lender Name
Account Status	А	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57957 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$80.40	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$78.41	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$76.64	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$71.90	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.11	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.83	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$66.59	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.89	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.94	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.69	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.08	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.08	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.89	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$32.72	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$61.66	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.33	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$57.47	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$56.97	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$55.36	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$54.17	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$51.74	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.47	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.09	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$46.68	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$45.52	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.44	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$41.33	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.27	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$43.89	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$46.97	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$56.34	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,632.87	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

TSIATSOS, WILLIAM G & DONNA D 53540 BASELINE LN LA GRANDE OR 97850-5101

Tax Account #	5171	Lender Name
Account Status	А	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57958 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
				2.00			Duit
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$191.17	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$186.38	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$111.82	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$97.29	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$92.59	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$94.61	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$90.99	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.41	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$49.18	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$39.88	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$39.20	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$39.36	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$39.23	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$42.44	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$106.35	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$96.26	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$86.46	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$103.14	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$90.68	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$92.66	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$155.70	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$148.81	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.68	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$138.83	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$136.96	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$125.12	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$110.43	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$156.89	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$139.90	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$149.88	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$179.90	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$3,363.20	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

BISH, DOUGLAS ROBERT P O BOX 13 WASCO OR 97065-0013

Tax Account #	5169	Lender Name
Account Status	A	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57954 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$196.65	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$191.81	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$187.48	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$172.24	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$165.13	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$168.38	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$162.69	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$150.64	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$179.68	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$143.41	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$139.23	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$140.21	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$136.91	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$134.01	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$130.12	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$125.22	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$121.29	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$120.20	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$116.81	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$114.26	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$109.17	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$104.35	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$103.55	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$98.46	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$96.04	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$93.70	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$87.12	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$103.70	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$92.45	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$99.05	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$118.90	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$4,102.86	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

KNUDSEN, DALE 23421 S HWY 213 UNIT 78 OREGON CITY OR 97045-8047

Tax Account #	5172	Lender Name
Account Status	A	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57960 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$267.79	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$261.08	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$255.19	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$242.96	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$239.28	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$233.41	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$226.86	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$219.93	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$210.99	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$168.40	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$163.48	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$164.64	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$160.76	Nov 15, 2011
2011	FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$157.37	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$152.77	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.03	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$142.40	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.15	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$137.14	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$134.15	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.61	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$55.27	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$55.43	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$50.60	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$51.90	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$44.15	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$38.70	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$61.87	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$55.16	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$59.12	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$70.93	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$4,454.52	

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

KNUDSEN, DALE 23421 S HWY 213 UNIT 78 OREGON CITY OR 97045-8047

Tax Account #	5172	Lender Name
Account Status	А	Loan Number
Roll Type	Real	Property ID 0103
Situs Address	57960 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024

### **Tax Summary**

Tax	Tax	Total	Current	Interest	Discount	Original	Due
Year	Туре	Due	Due	Due	Available	Due	Date

## Union County Tax Collector 1001 4th St, Suites A & B La Grande, OR 97850 (541) 963-1002

NEIHART, KATHLEEN ANNE 66351 HAY CANYON RD MORO OR 97039

Tax Account #	5173	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID 0103	
Situs Address	57962 MEADOW CREEK RD COUNTY OR	Interest To Sep 18, 2024	

### **Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$128.13	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$123.27	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$122.16	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$115.17	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$109.75	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$112.50	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$107.30	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$96.49	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$104.67	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$84.76	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.12	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.00	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.67	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$90.43	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$97.13	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$93.48	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$87.00	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$83.93	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$69.35	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$71.36	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$90.11	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$85.06	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$85.42	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$78.58	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$78.87	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$68.97	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$60.49	Nov 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$90.78	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$80.92	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$86.67	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$103.99	Nov 15, 1993
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$2,855.53	

AFTER RECORDING RETURN TO: William G. and Donna D. Tsiatsos Family Trust 53540 Baseline Rd. La Grande, OR 97850

**GRANTOR NAME AND ADDRESS:** Eric J. Waite 58240 Weaver Rd. Union, OR 97883

GRANTEE NAME AND ADDRESS: William G. and Donna D. Tsiatsos Family Trust 53540 Baseline Rd. La Grande, OR 97850

### CORRECTION TO DEED

Re-recorded at the request of Jeffrey S. Hsu to correct:

1) An erroneous legal description in description of the Waite property. There should be no land included within Section 15, Township 4 South, Range 35 East of the Willamette Meridian in the Before or After legal description for the Waite property. On Page 4 and on Page 6, under the legal descriptions for the Waite property "Section 15: The North half of the Northwest quarter" should be omitted.

2) The Grantee's name should read "William G. and Donna D. Tsiatsos Family Trust"

Previously recorded as Microfilm Number 20203029.

The true and actual consideration of this correction deed is \$0.

Send tax statements to: William G. and Donna D. Tsiatsos Family Trust 53540 Baseline Rd. La Grande, OR 97850



I Certify that this instrument was received and recorded in th records of said county.

ROBIN A. CHURCH Union County Clerk



FORM No. 723 - BARGAIN AND SALE DEED. @ 1990-2012 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR www.stevensness.com NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS. BLS UNION COUNTY, OR 20203029 Pas=6 Total:\$115.00 J. WAITE 09/10/2020 04:00 PM ASPHILE GrANDE, No ROBIN A. CHURCH Union County Clerk Illiam + DOWNA TSIATSOS THUGI 3540 Brey 2N. Gr. Dreg. 97850 send all tax statements to (Name ar William + Donn TaiAtsos Truet 53540 Baseline In LaCrande OR 97850 BARGAIN AND SALE DEED KNOW ALL BY THESE PRESENTS that Eric J WATTE hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto With Am + DONNA TSIA TSOS TrusT hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in UNIOD State of Oregon, described as follows (legal description of property): See Abjusted THACTS ON ATTACHED EX Hibit Title Free AND CLEAN OF ANY Leins + Property TAXES, (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE) To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is  $\$_{-64,000}$ . 0 However, the actual consideration consists of or includes other property or value given or promised which is 🗆 part of the 🗆 the whole (indicate which) consideration.<sup>(1)</sup> (The sentence between the symbols <sup>(1)</sup>, if not applicable, should be deleted. See ORS 93.030.) In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals. IN WITNESS WHEREOF, grantor has executed this instrument on \_\_\_\_\_ Sapi 10, 2020 signature on behalf of a business or other entity is made with the authority of that entity Signature on behalf of a business or other entity is made with the authority BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 1953.00, 135.01 AND 153.05 TO 155.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 85, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010, THIS INSTRUMENT TODES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT, THE PERSON ACOURING FEE TITLE TO THE PROPERTY DESCRIBED IN THIS INSTRUMENT, THE PERSON ACOURING FEE TITLE TO THE PROPERTY DESCRIBED IN THIS INSTRUMENT, THE PERSON ACOURING FEE TITLE TO THE PROPERTY SICOLD GHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OF PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROPRIME CITY OR COUNTY PLANNING DEPARTIMENT TO DI INCURS ABOUT THE RIGHTS OF REIGHTOR OR FOREST PRACTICES, AS DEFINED IN ORS 303, AND 10 INQUIRE ABOUT THE RIGHTS OF REIGHTOR OR FOREST PRACTICES, SE DEFINED IN ORS 3030, AND 10 INQUIRE ABOUT THE RIGHTS OF NEIGHTOR MEETS OF TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. STATE COR CORDER ON TO SECTION S TO 195.336 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010, AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010, STATE COR CORDER ON THE ADDIT THE APPROPERTY OWNER ON STATE. STATE OF OREGON, County of Unio This instrument was acknowledged before me on Eric Waite by This instrument was acknowledged before me on by as of OFFICIAL STAMP TANYA PEARL FREEMAN NOTARY PUBLIC-OREGON COMMISSION NO. 975997 Notary Public for pregon 20 2022 My commission expires MY COMMISSION EXPIRES JUNE 20, 2022 PUBLISHER'S NOTE: If using this form to convey real property subject to ORS 92.027, include the required reference.

Certified Copy Page 1 of 6



### LEGAL DESCRIPTION

Tsiatsos/Waite Lot Line Adjustment (Phase 1)

#### Tsiatsos (before adjustment)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN:

- Section 4: Government Lots 2, 3 and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,
- Section 5: Government Lots 1, 2, 3 and 4, and the South half of the North Half, the East half of the Southwest quarter, the West half of the Southeast quarter and the Southeast quarter of the Southeast quarter,

Section 6: Government Lots 1, 2, 3, and 4, and the South half of the Northeast quarter,

Section 8: The Northeast quarter of the Northwest quarter,

ALSO INCLUDING, a tract of land in the Northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" diameter iron rod that bears South 0°06'44" West, 639.13 from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod,
Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod,
Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod,
Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod,
Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod,
Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod,
Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet,
Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33",
(the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of
270.85 feet to the West line of said Northeast quarter,

Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING therefrom that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South  $0^{\circ}06'44''$ West, 899.50 feet, more or less, from the North quarter corner of said Section 8, said point also being on the East line of said Northwest quarter,

Thence: South  $0^{\circ}06'44''$  West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89°15'01" West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" east, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right ( $S=12^{\circ}06'$ , a=5.0), the chord which bears North 20°48'37" East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of  $3^{\circ}31'58''$  (the long chord which bears North  $30^{\circ}38'35''$  East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning, excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

Containing 747 acres, more or less.

#### Waite (before adjustment)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

Section 4: The West half of the Southwest quarter, the Southeast quarter of the Southwest quarter and the entire Southeast quarter,

Section 5: The Northeast quarter of the Southeast quarter,

Section 8: The Northeast quarter of the Northeast quarter,

Section 9: The Northwest quarter of the Northwest quarter, that part of the East half of the Northwest quarter lying Northerly of the North line of State Highway No. 244, the Northeast quarter, except that part lying Southerly of State Highway No. 244 and Westerly of a straight line running Northerly and Southerly, between a metal rod marker which is located on the fence line dividing property heretofore owned by K.L. Ranches, Inc., from that property to the South owned by John B. and Arlene Correa, said point being approximately 1320 feet West of the Southeast corner of the Northeast quarter of said Section 9, and a metal rod marker on the Southerly edge of the State Highway No. 244 and approximately 1320 feet West of the Easterly boundary line of said Section 9,

Section 10: The entire West half,

Section 15: The North half of the Northwest quarter.

Subject to land conveyed to the State of Oregon by and through its State Highway Commission for Highway No. 244 across the Northeast quarter of Section 9 and the Southeast quarter of the Southeast quarter of Section 4.

Containing 900 acres, more or less.

#### Adjusted Tracts (to accrue to Tsiatsos) SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

Section 5: The Northeast quarter of the Southeast quarter,

Section 8: The Northeast quarter of the Northeast quarter.

Containing 80 acres, more or less.

#### <u>Tsiatsos (after adjustment)</u>

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN:

- Section 4: Government Lots 2, 3 and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,
- Section 5: Government Lots 1, 2, 3 and 4, and the South half of the North Half, the East half of the Southwest quarter, the Southeast quarter,

Section 6: Government Lots 1, 2, 3, and 4, and the South half of the Northeast quarter,

Section 8: The Northeast quarter of the Northwest quarter, and the Northeast quarter of the Northeast quarter,

ALSO INCLUDING, a tract of land in the Northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" diameter iron rod that bears South  $0^{\circ}06'44"$  West, 639.13 from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod, Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod, Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod, Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod, Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod, Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod, Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet, Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33", (the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of 270.85 feet to the West line of said Northeast quarter,

Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING therefrom that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South  $0^{\circ}06'44''$ West, 899.50 feet, more or less, from the North quarter corner of said Section 8, said point also being on the East line of said Northwest quarter,

Thence: South  $0^{\circ}06'44''$  West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89°15'01" West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" east, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right (S= $12^{\circ}06'$ , a=5.0), the chord which bears North  $20^{\circ}48'37''$  East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of  $3^{\circ}31'58''$  (the long chord which bears North  $30^{\circ}38'35''$  East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning, excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

Containing 827 acres, more or less.

#### Waite (after adjustment)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

- Section 4: The West half of the Southwest quarter, the Southeast quarter of the Southwest quarter and the entire Southeast quarter,
- Section 9: The Northwest quarter of the Northwest quarter, that part of the East half of the Northwest quarter lying Northerly of the North line of State Highway No. 244, the Northeast quarter, except that part lying Southerly of State Highway No. 244 and Westerly of a straight line running Northerly and Southerly, between a metal rod marker which is located on the fence line dividing property heretofore owned by K.L. Ranches, Inc., from that property to the South owned by John B. and Arlene Correa, said point being approximately 1320 feet West of the Southeast corner of the Northeast quarter of said Section 9, and a metal rod marker on the Southerly edge of the State Highway No. 244 and approximately 1320 feet West of the Easterly boundary line of said Section 9,

Section 10: The entire West half,

Section 15: The North half of the Northwest quarter.

Subject to land conveyed to the State of Oregon by and through its State Highway Commission for Highway No. 244 across the Northeast quarter of Section 9 and the Southeast quarter of the Southeast quarter of Section 4.

Containing 820 acres, more or less.

) SS

STATE OF OREGON

County Clerk and Ex-Officio Clerk of the County Commission of Union County, State of Oregon, do hereby certify that the foregoing copy of:

RECORDING Document # 20203029 has been

compared by me, and it is a correct copy of the original document as it appears on file or of record in my office and in my custody. IN WITNESS WEREOF, I have hereunto affixed the seal of Union County, Oregon. Dated: March 4th, 2021 Robin A. Church Union County Clerk

Deputy Clerk



Renewal Date: June 30, 2021

FORM No. 723 - BARGAIN AND SALE DEED.	© 1990-2012 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR www.stevensness.com
BLS NO PART OF ANY STEVENS-N	ESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.
	UNION COUNTY, OR 20203029
EIIC J. WAVTE 58240 WCAVER RD. UNION, OKEG. 97883 WILLAM & DONA TSIATOS TRUST 53540 BASELLEN. CAGRANDE, 07800000000000000000000000000000000000	Total:\$115.00 09/10/2020 04:00 PM 00003731202000030290060066 I Certify that this instrument was received and recorded in the records of said county.
Atter recording, return to (Name and Address): 2 J.III.Am + DONNA TSIA 505 Trus T 53540 Beschne LN	ROBINA. CHURCH Union County Clerk
LA Gr. Dreg. 9.78.50 Until requested otherwise, send all tax statements to (Name and Address):	Deputy
 	RGAIN AND SALE DEED
KNOW ALL BY THESE PRESENTS that	
+ DOWNA TSTATSOS THUST hereinafter called grantee, and unto grantee's heirs, succ	ter stated, does hereby grant, bargain, sell and convey unto $\mathcal{W}$ dham- essors and assigns, all of that certain real property, with the tenements, hered- iny way appertaining, situated in $\mathcal{U}\mathcal{N}\mathcal{U}\mathcal{D}$ . County, a of property):
See Abjusted Tract	SON ATTACHED EX Hibit
TAXES.	ICAN OF ANY LEINS + PHOPENTT
The true and actual consideration paid for this tr actual consideration consists of or includes other proper which) consideration. <sup>(0)</sup> (The sentence between the symbols <sup>(0)</sup> , i In construing this instrument, where the contex shall be made so that this instrument shall apply equally IN WITNESS WHEREOF, grantor has executed signature on behalf of a business or other entity is made	At so requires, the singular includes the plural, and all grammatical changes y to businesses, other entities and to individuals. d this instrument on $3.01.19, 2020$ ; any e with the authority of that entity.
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFE INDUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AI SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INST USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF AF AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PE TO THE PROPERTY DESCRIBED (IN THIS INSTRUMENT, THE PE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY I VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABL DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE I MINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS I TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWHERS. IF 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGI TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAP	PPLICABLE LAWD USE LAWS RESON ACQUIRING FEE TITLE PLANNING DEPARTMENT TO LISHED LOT OR PARCEL, AS LOT OR PARCEL, TO DETER- DEFINED IN ORS 30.930, AND ANY, UNDER ORS 195.300, ON LAWS 2007, SECTIONS 2 TER 8, OREGON LAWS 2010.
by Eric Waite	acknowledged before me on $\underline{\leq e\rho^+}$ io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$ , io, 2020, acknowledged before me on $\underline{\leq e\rho^+}$
by	acknowledged before me on,
as of	
OFFICIAL STAMP TANYA PEARL FREEMAN NOTARY PUBLIC-OREGON COMMISSION NO. 975997 MY COMMISSION EXPIRES JUNE 20, 2022	Notary Public for Pregon My commission expires June 20, 2022
PUBLISHER'S NOTE: If using this form to convey real property subject to OR	S 92.027, include the required reference.



#### LEGAL DESCRIPTION

Tsiatsos/Waite Lot Line Adjustment (Phase 1)

#### Tsiatsos (before adjustment)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN:

- Section 4: Government Lots 2, 3 and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,
- Section 5: Government Lots 1, 2, 3 and 4, and the South half of the North Half, the East half of the Southwest quarter, the West half of the Southeast quarter and the Southeast quarter of the Southeast quarter,
- Section 6: Government Lots 1, 2, 3, and 4, and the South half of the Northeast quarter,
- Section 8: The Northeast quarter of the Northwest quarter,

ALSO INCLUDING, a tract of land in the Northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" diameter iron rod that bears South  $0^{\circ}06'44$ " West, 639.13 from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod,
Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod,
Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod,
Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod,
Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod,
Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod,
Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet,
Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33",
(the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of
270.85 feet to the West line of said Northeast quarter,

Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING therefrom that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South 0°06'44" West, 899.50 feet, more or less, from the North quarter corner of said Section 8, said point also being on the East line of said Northwest quarter,

Thence: South  $0^{\circ}06'44''$  West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89°15'01" West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" east, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right (S= $12^{\circ}06'$ , a=5.0), the chord which bears North  $20^{\circ}48'37''$  East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of 3°31'58" (the long chord which bears North 30°38'35" East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning, excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

Containing 747 acres, more or less.

### Waite (before adjustment)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

Section 4: The West half of the Southwest quarter, the Southeast quarter of the Southwest quarter and the entire Southeast quarter,

Section 5: The Northeast quarter of the Southeast quarter,

Section 8: The Northeast quarter of the Northeast quarter,

Section 9: The Northwest quarter of the Northwest quarter, that part of the East half of the Northwest quarter lying Northerly of the North line of State Highway No. 244, the Northeast quarter, except that part lying Southerly of State Highway No. 244 and Westerly of a straight line running Northerly and Southerly, between a metal rod marker which is located on the fence line dividing property heretofore owned by K.L. Ranches, Inc., from that property to the South owned by John B. and Arlene Correa, said point being approximately 1320 feet West of the Southeast corner of the Northeast quarter of said Section 9, and a metal rod marker on the Southerly edge of the State Highway No. 244 and approximately 1320 feet West of the Easterly boundary line of said Section 9,

Section 10: The entire West half,

Section 15: The North half of the Northwest quarter.

Subject to land conveyed to the State of Oregon by and through its State Highway Commission for Highway No. 244 across the Northeast quarter of Section 9 and the Southeast quarter of the Southeast quarter of Section 4.

Containing 900 acres, more or less.

### Adjusted Tracts (to accrue to Tsiatsos)

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

Section 5: The Northeast quarter of the Southeast quarter,

Section 8: The Northeast quarter of the Northeast quarter.

Containing 80 acres, more or less.

### <u>Tsiatsos (after adjustment)</u>

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN:

- Section 4: Government Lots 2, 3 and 4, the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter,
- Section 5: Government Lots 1, 2, 3 and 4, and the South half of the North Half, the East half of the Southwest quarter, the Southeast quarter,

Section 6: Government Lots 1, 2, 3, and 4, and the South half of the Northeast quarter,

Section 8: The Northeast quarter of the Northwest quarter, and the Northeast quarter of the Northeast quarter,

ALSO INCLUDING, a tract of land in the Northeast quarter of said Section 8, more particularly described as follows:

Beginning at a 5/8" diameter iron rod that bears South  $0^{\circ}06'44$ " West, 639.13 from the North quarter corner of said Section 8, said point being on the West line of said Northeast quarter,

Thence: North 70°18'55" East, 13.09 feet to a 5/8" diameter iron rod, Thence: South 87°35'27" East, 42.53 feet to a 5/8" diameter iron rod, Thence: South 72°26'12" East, 11.94 feet to a 5/8" diameter iron rod, Thence: North 84°36'19" East, 37.36 feet to a 5/8" diameter iron rod, Thence: South 77°21'20" East, 76.38 feet to a 5/8" diameter iron rod, Thence: South 61°06'45" East, 21.17 feet to a 5/8" diameter iron rod, Thence: South 0°06'44" West, through a 5/8" diameter iron rod, 61.57 feet, Thence: Along a 520.88 foot curve to the left through a central angle of 29°47'33", (the long chord bears South 47°18'21" West, 267.80 feet), an arc distance of 270.85 feet to the West line of said Northeast quarter,

Thence: North 0°06'44" East, 260.37 feet, more or less, along the West line of said Northeast quarter to the Point of Beginning.

EXCEPTING therefrom that portion within the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by deed recorded as Microfilm Document No. 139714, more particularly described as follows:

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Thence: South  $0^{\circ}06'44''$  West, 431.71 feet, more or less, to the Southeast corner of the Northeast quarter of the Northwest quarter,

Thence: North 89°15'01" West, 157.94 feet, along the South line of said Northeast quarter of the Northwest quarter, to the center of Oregon State Highway 244,

Thence: North 18°08'59" east, 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.,

Thence: North 16°46'38" East, 4.16 feet to Highway Station 247+10.04 P.T.,

Thence: Along a 220.00 foot long spiral curve to the right (S= $12^{\circ}06'$ , a=5.0), the chord which bears North  $20^{\circ}48'37''$  East, 219.56 feet,

Thence: Along the arc of a 520.88 foot radius curve to the right, through a central angle of  $3^{\circ}31'58''$  (the long chord which bears North  $30^{\circ}38'35''$  East, 31.11 feet) an arc distance of 32.12 feet, more or less to the Point of Beginning, excepting therefrom that portion within the public road.

ALSO EXCEPTING THEREFROM, the parcel conveyed to the State of Oregon (Highway Commission) for the widening of Starkey Highway.

Containing 827 acres, more or less.

### <u>Waite (after adjustment)</u>

SITUATED IN TOWNSHIP 4 SOUTH, RANGE 35 EAST OF THE WILLAMETTE MERIDIAN,

- Section 4: The West half of the Southwest quarter, the Southeast quarter of the Southwest quarter and the entire Southeast quarter,
- Section 9: The Northwest quarter of the Northwest quarter, that part of the East half of the Northwest quarter lying Northerly of the North line of State Highway No. 244, the Northeast quarter, except that part lying Southerly of State Highway No. 244 and Westerly of a straight line running Northerly and Southerly, between a metal rod marker which is located on the fence line dividing property heretofore owned by K.L. Ranches, Inc., from that property to the South owned by John B. and Arlene Correa, said point being approximately 1320 feet West of the Southeast corner of the Northeast quarter of said Section 9, and a metal rod marker on the Southerly edge of the State Highway No. 244 and approximately 1320 feet West of the Easterly boundary line of said Section 9,

Section 10: The entire West half,

Section 15: The North half of the Northwest quarter.

Subject to land conveyed to the State of Oregon by and through its State Highway Commission for Highway No. 244 across the Northeast quarter of Section 9 and the Southeast quarter of the Southeast quarter of Section 4.

Containing 820 acres, more or less.



Renewal Date: June 30, 2021

# **Right of Way Easement**

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day of

GALIFORNIA-PACIFIC UTILITIES COMPANY RECEIVED OF

He Polisi Salah Albaha

a corporation. Dne Dollar (41.00) and other valuable consideration for which the understand, Matilda Talatnos. And : 1.1.1

his wile, hereby grant and convey unto said corporation, forever, the exclusive right to construct, reconstruct, sporate and

maintain electric paver or telephone lines and/or gan or water busine and all necessary pales, towers, pipe, calves and appur-

What part of the following described underground power line lyin; in the By Table of Section 1, T.4 S., P.35 h., .... merinning approximately 600 Section of the Southeast corner of the said of Martin Thence 3:66004'. W. Papuroxinately 840 feet.

WAND also, that part of the following described underground power line. lying in the NAA Max of Section 8, T.4 S., P. 35 ..., W.M. . secianing approximately 560 feet South of the Northeast corner of the said (DA MAS; Thence Nouthwesterly approximately 1,100 feet to a point which is approximately 480 feet West of the Southeast corner of the said 324 204.

TOORTHER with the right to fell or trim any trees there is is spon ou additional lands, for obtaining and maintaining proper clearances for said line; including, also, the right of (19.1.0. ser) on all single lands and to install guys and anchors thetcon.

IN WITNERS WHEREOF, we have hereunto or our hand the wals this

WETNERBED BY:

1) 10. W. H. Tsidlows Letting a the day

MATILDA SIATSOS . MAL

1 197 CLAR & HOLDER . . . MEALD

STATE OF. COUNTY OF

On this day perionally appeared before me

to me known to be the individual described in and who executed the way a and forecome instrument, and artigorited mentioned.

28

FORM NO. 11

17 -13 June Pormand Allom My Commission expires 11-16 7 3

(Scal) DOCUMENT #44945

RECORDED 7-2-73 atl SHIRLEY L. BOLIN, County Clerk BiOlocisi otle M. Skorger Deputy

### **RECORDING COVER PAGE**

#### PER ORS 205.234

134

THIS COVER PAGE HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER PAGE <u>DQ NOT</u> AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

#### AFTER RECORDING RETURN TO:

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4) AND ORS 205.238.

Servicelink

1355 Cherrington pkwy moon Township pa 15108

1. NAME OF THE TRANSACTION (S), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND REQUIRED BY ORS 205.234(A). NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer encumbrance or release affecting title to or an interest in real property".

PLEASE FILL OUT

COMPLETE AND LEGIBLE

Line of credit Instrument	
2. Grantor/Direct (s) as described in ORS 205.160.	
William G Tsiatsos	Donna D Tsiatsos
56540 Baseline Ln	56540 Baseline Ln
La Grande OR 97850	La Grande OR 97850
3. Grantee/Indirect (s) as described in ORS 205.160.	
Umpqua Bank	Brad williams C/O UPF Washington Inc
245 Commericial St Se Suite 10	12410 Mirabeau Pkwy #100
Salem Or 97301	Spokane Wa 99216

**4. TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference **ORS 93.030.** 

5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following name and address: for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260

William G Tsiatsos Donna D Tsiatsos 56540 Baseline Ln La Grande OR 97850

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f). FULL <u>x</u> PARTIAL \_\_\_\_\_

7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$ \_\_\_\_\_\_\_

Effective 09/07/2012

RECORDATION REQUESTED	BY:
Umpqua Bank	
LaGrande	
1215 Adams Ave	
LaGrande, OR 97850	
	_

Return to:

ServiceLink

1355 Cherrington Pkwy Moon Twp, PA 15108

#### SEND TAX NOTICES TO:

WILLIAM G TSIATSOS and DONNA D TSIATSOS, Trustees of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003 under the provisions of a trust agreement dated December 23, 2003 53540 BASELINE LN LA GRANDE, OR 97850

24414347

FOR RECORDER'S USE ONLY

### LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Credit Agreement is \$250,000.00. (C) The term of the Credit Agreement commences on the date of this Deed of Trust and ends on August 30, 2048.

THIS DEED OF TRUST is dated August 30, 2018, among WILLIAM G TSIATSOS and DONNA D TSIATSOS, Co-Trustees of the William G and Donna D Tsiatsos Family Trust u/a/d December 23, whose address is 53540 BASELINE LN, LA GRANDE, OR 97850 ("Grantor"); Umpqua Bank, whose address is LaGrande, 1215 Adams Ave, LaGrande, OR 97850 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 12410 Mirabeau Parkway #100, Spokane Valley, WA 99216 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Credit Agreement dated August 30, 2018, in the original principal amount of \$250,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Union County, State of Oregon:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 53540 Baseline Ln, La Grande, OR 97850. The Real Property tax identification number is 04S35-1205-0-103.

Revolving Line of Credit. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor

has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND T, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in
the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust;

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, or (3) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or

Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Warranty: Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Borrower's and Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Borrower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Grantor will be in default under this Deed of Trust if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (2) Borrower does not meet the repayment terms of the Credit Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use

of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Union County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Cross Collateralization. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The

# DEED OF TRUST (Continued)

undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

Inconsistent State and Federal Laws. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

Suretyship Waiver. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Definitions. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means WILLIAM G TSIATSOS and DONNA D TSIATSOS and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated August 30, 2018, **with credit limit of \$250,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is August 30, 2048.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WILLIAM G TSIATSOS and DONNA D TSIATSOS, Trustees of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003 under the provisions of a trust agreement dated December 23, 2003.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 12410 Mirabeau Parkway #100, Spokane Valley, WA 99216 and any substitute or successor trustees.

# DEED OF TRUST (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

tee TSIATSOS, WILLIAM 6 Trustee of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003 under the provisions of a Trust Agreement dated December 23, 2003 DONNA D TSIATSOS, Trustee of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003 under the provisions of a Trust Agreement dated December 23, 2003 TRUST ACKNOWLEDGMENT **OFFICIAL STAMP** NICOLE MARIE PAULSON STATE OF \_\_\_\_ ١ NOTARY PUBLIC-OREGON ) SS COMMISSION NO. 963358 MY COMMISSION EXPIRES JUNE 19, 2021 COUNTY OF ) On this <u>30</u><sup>th</sup> day of <u>Accesst</u> 20 <u>18</u>, before me, the undersigned Notary Public, personally appeared WILLIAM G TSIATSOS, Trustee of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust. Ву Residing at 1215 Adams. Ave La Grande OR 0.7850 Notary Public in and for the State of Oregon 6-19-2021 My commission expires TRUST ACKNOWLEDGMENT OFFICIAL STAMP STATE OF ) NICOLE MARIE PAULSON ) SS NOTARY PUBLIC-OREGON COMMISSION NO. 963358 COUNTY OF () () ) **MY COMMISSION EXPIRES JUNE 19, 2021** On this <u>30</u><sup>+</sup> day of <u>Hugust</u>, 20 <u>18</u>, before me, the undersigned Notary Public, personally appeared DONNA D TSIATSOS, Trustee of William G and Donna D Tsiatsos Family Trust u/a/d December 23, 2003, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust. Residing at 1215 Adoms Are La Grande OR 97850

Notary Public in and for the State of Orecon

**GRANTOR:** 

My commission expires 6-19-2021

# DEED OF TRUST (Continued)

		FOR FULL RECON		
То:		_, Trustee		
Trust have been fully p	paid and satisfied. You are he	ereby directed, upon paymer	nt to you of any su	<ol> <li>All sums secured by this Deed or ums owing to you under the terms or</li> </ol>
delivered to you toget	pursuant to any applicable s	tatute, to cancel the Credil and to reconvey, without w	Agreement secu arranty, to the pa	red by this Deed of Trust (which is rties designated by the terms of this
delivered to you togetl Deed of Trust, the esta	pursuant to any applicable s ner with this Deed of Trust), a	tatute, to cancel the Credil and to reconvey, without w s Deed of Trust. Please mai	Agreement secu arranty, to the pa I the reconveyanc	red by this Deed of Trust (which is rties designated by the terms of this e and Related Documents to: 
delivered to you togetl Deed of Trust, the esta	pursuant to any applicable s ner with this Deed of Trust), a te now held by you under this	tatute, to cancel the Credil and to reconvey, without w s Deed of Trust. Please mai	Agreement secu arranty, to the pa I the reconveyanc	red by this Deed of Trust (which is rties designated by the terms of this

TR-206069 PR-317

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Page 10

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The following described real property in Union County, State of Oregon: Tract A: The North half of the Northwest guarter of the northeast guarter of Section 33 in Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon. Tract B: The southwest quarter of southeast guarter and the east 7 acres of the southeast guarter of southeast quarter of southwest quarter of Section 28 in Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon. ALSO, a non-exclusive, perpetual easement 33 feet in width for ingress and egress over and across the existing roadway running north and south from County road known as Booth Lane across land lying north of Tract B described above, as said easement is more particularly described and defined in document recorded March 2, 1994, Microfilm Document No. 152358, Deed records of Union County, Oregon. Tract C: In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon Section 11: The south 60 rods of the south half of southwest quarter. Section 14: The northwest quarter and the west half of southwest quarter. Section 15: The east half. Tract D: All of Lots numbered seven (7) and eight (8) of block numbered eight (8) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; according to the recorded plat of said addition; and also a tract of land described as: Beginning at the northwest corner of Lot numbered eight (8) of block numbered eight (8) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; thence running North 3 degrees East 14.45 feet; thence running easterly to a point which is North 3 degrees East 17.7 feet from the northeast corner of Lot numbered seven (7) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; thence running South 3 degrees West 17.7 feet to northeast corner of Lot numbered Seven (7) of Block numbered eight (8) of said ARNOLD'S ADDITION; thence running on and upon the North boundary of Lots numbered seven (7) and eight (8) westerly to the POINT OF BEGINNING Tract E: In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon Section 11: The south half of southeast quarter. Section 12: The southwest quarter of southwest quarter. Section 13: The east half of northwest quarter, the southwest quarter of northwest quarter and the west half of southwest quarter. Section 14: The west half of east half; the east half of northeast guarter and the northeast quarter of southeast quarter. Section 24: The west half of northwest quarter. EXCEPTING THEREFROM a tract of land in Sections 11 and 14 as conveyed to Union County, a political subdivision of the State of Oregon, for the Grande Ronde River Road by Warranty Deed recorded October 28, 1992, as Microfilm Document No. 144451. ALSO EXCEPTING THEREFROM that tract of land distributed to United States of America by Amended Judgment in the United States District Court for the District of Oregon, Civil Case No. 96-1113JO, more particularly described as: That portion of the West half of Southeast quarter of Section 14, in Township 4 South, Range 35 East of the

Willamette Meridian, in Union County, Oregon; which lies west of the Westerly right-ofway line of Oregon Forest Highway No. 154, Grande Ronde River Road; EXCEPTING from the above described United States of America land the following: Beginning at the center guarter corner of Section 14, in Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon; said corner being an Aluminum Cap marked 1985 OPLS 644; thence South 0 degrees 19'49" East along the center quarter line 1,205.24 feet, more or less, to a point on said center quarter section line, said point being THE TRUE POINT OF BEGINNING; thence South 0 degrees 19'49" East 71.75 feet; thence South 44 degrees 33'09" East 283.06 feet; thence South 89 degrees 33'09" East 195.71 feet, more or less, to a point on the westerly right-of-way line of the Grande Ronde River Road; thence north 0 degrees 30" West 50 feet to a point on said right-ofway line; thence North 89 degrees 33'09" West 174.17 feet; thence North 44 degrees 33'09" West 313.81 feet, more or less, to a point on the center quarter section line Section 14, in Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, and THE TRUE POINT OF BEGINNING. Tract F: In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon Section 4: Government Lots 2, 3, and 4, the south half of the northwest guarter and the southwest guarter of northeast guarter. Section 5: Government Lots 1, 2, 3 and 4, and the south half of north half, the east half of southwest quarter and the west half of southeast quarter. Section 6: Government Lots 1, 2, and the south half of northeast quarter. Section 8: The northeast quarter of northwest quarter. A tract of land in the Northeast quarter of Section 8, Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, described as follows: Beginning at a 5/8 inch diameter iron rod that bears South 0 degrees 06'44" West 639.13 feet from the North guarter corner of said Section 8, said point also being on the west line of said Northeast guarter: Thence North 70 degrees 18'55" East 13.09 feet to a 5/8 inch diameter iron rod; Thence South 87 degrees 35'27" East 42.53 feet to a 5/8 inch diameter iron rod; Thence North 72 degrees 26'12" East 11.94 feet to a 5/8 inch diameter iron rod; Thence North 84 degrees 36'19" East 37.36 feet to a 5/8 inch diameter iron rod; Thence South 77 degrees 21'20" East 76.38 feet to a 5/8 inch diameter iron rod; Thence South 61 degrees 06'45" East 21.17 feet to a 5/8 inch diameter iron rod; Thence South 00 degrees 06'44" West 17.00 feet to a 5/8 inch iron road; Thence South 00 degrees 06'44" West 44.57 feet, more or less, to the center of Oregon State Highway No. 244; Thence along a 520.88 foot curve to the left through a central angle of 29 degrees 47'33", the long chord bears South 47 degrees 18'21" West 267.80 feet, an arc distance of 270.85 feet to the west line of said Northeast quarter; Thence North 0 degrees 06'44" East 260.37 feet, more or less, along the West line of said Northeast quarter to the point of beginning, EXCEPTING therefrom

that portion within the public road. This tract contains 0.46 acres, more or less, excluding the public road. EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by Deed recorded as Microfilm Document No. 139714, more particularly described as: A tract of land in the Northwest quarter of Section 8, Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, described as follows: Beginning at a point in the center of Oregon State Highway No. 244 that bears South 0 degrees 06'44" West 899.50 feet, more or less, from the North quarter corner of said Section 8, said point also being on the East line of said Northwest quarter; thence South 0 degrees 06'44" West 431.71 feet, more or less, to the Southeast corner of the Northeast guarter of the Northwest guarter; thence North 89 degrees 15' 01" West 157.94 feet along the South line of said Northeast guarter of the Northwest quarter to the center of Oregon State Highway No. 244; thence North 18 degrees 08'59" East 202.88 feet along the chord of a spiral curve to the left to Highway Station No 247+14.20 P.S.; thence North 16 degrees 46' 38" East 4.16 feet to Highway Station No. 247+10.04 P.T.; thence along a 220.00 foot long spiral curve to the right (S-12 degrees 06') (a-5.0), the chord bears North 20 degrees 48'37" East 219.56 feet; thence along the arc of a 520.88 foot radius curve to the right through a central angle of 3 degrees 31'58", the long chord bears North 30 degrees 38'35" east 32.11 feet, an arc distance of 32.12 feet, more or less, to the point of beginning, excepting therefrom that portion within the public road. This tract contains 0.47 acres, more or less, excluding the public road. ALSO EXCEPTING the parcel conveyed to State of Oregon (Highway Commission) for widening the Starkey Highway. Tract G: In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon Section 3: Government Lot 4 and the southwest quarter of northwest quarter (SW1/4 NW1/4). Section 4: Government Lot 1 and the southeast quarter of the northeast quarter (SE1/4 NE1/4). SUBJECT TO all Liens and encumbrances of record. Parcel No.: 04S35-1205-0-10

STATE OF OREGON

County of Union

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I Certify that this instrument was received and recorded in the book of records of said county.

ROBIN A. CHURCH Union County Clerk



by: <u>Helen Tucken</u> Deputy DOC # 20182637 RCPT: 189009 \$155.00 08/31/2018 01:30 PM

22	Book 99/22					
T	MOUNT EMILY LUMBER COMPANY TO RALPH L. SULLIVAN 78656					
.	THIS INDENTURE, Made by and between MOUNT EMILY LUMBER COMPANY, a corporation, duly					
	organized and existing under and by virtue of the laws of the State of Oregon, as Grantor,					
	and Ralph L. Sullivan, of Starkey, Union County, Oregon, as Grantee, WITNESSETH:					
	That the said Grantor, for and in consideration of the sum of One Dollar and other good					
	and valuable considerations to it in hand paid, receipt of which is hereby acknowledged,					
	has bargained and sold, and by these presents does hereby bargain, sell, remise, release and					
	forever quitolaim unto the said Ralph Sullivan, his heirs and assigns, all its right, title					
$e^{-\epsilon}$	and interest in and to the following described real property in Union County, Oregon towit.					
	Southwest quarter (SW2) and West half of Southeast quarter (W2SE2) of Section Five (5);					
	Northeast quarter of Southeast quarter ( $NE_4^1SE_4^1$ ) and South half of Southeast quarter					
	$(S_2^2SE_4^1)$ of Section Six (6);					
	North half of Northeast quarter ( $N_{E}^{1}NE_{L}^{1}$ ), and Northeast quarter of Northwest quarter					
	(NEZNWZ) of Section Seven (7);					
	Northwest quarter of Northwest quarter (NWANWA) of Section Eight (8);					
•	Northeast quarter of Northwest quarter (NE1NW1), South half of Northwest quarter (S2NW1)					
	end Southwest quarter (SW1) of Section Sixteen (16);					
	Southeast quarter of Northeast quarter (SE2NE2), Northeast quarter of Southeast quarter					
	$(NE_{2}^{1}SE_{2}^{1})$ , and that portion of the West half of the Southeast quarter $(W_{2}^{1}SE_{2}^{1})$ which lies					
	East of the Starkey-Sheep Camp Road, in Section Twenty-one (21);					
	Southwest quarter of the Northeast quarter $(SW_{4}NE_{4}^{2})$ Northwest quarter of the Northwest					
	quarter (NW $\frac{1}{2}$ NW $\frac{1}{4}$ ), South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), Southeast quarter of the Southwest quarter (SE $\frac{1}{2}$ SW $\frac{1}{4}$ ) and Southeast quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22),					
	West half of the Northwest quarter (WaNWa) of Section Twenty-three (23);					
	South half of the Southwest quarter (S2SW1) of Section Eleven (11);					
	South half of the Northwest quarter $(S_2^2NW_4^2)$ and North half of the Southwest quarter					
	$(N_2^1 S \mathbb{W}_4^1)$ of Section Fifteen (15),					
	All in Township Four (4) South of Range Thirty five (35) East of the Willamette Meridian,					
	together with the tenements, herediments and appurtenances thereunto belonging or in any-					
	wise appertaining,					
	TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee,					
	his heirs and assigns, forever, reserving and excepting unto the Grantor and its successors					
	and essigns all easements and rights of way for railroads and telephone lines over the lands					
	above described in Sections 5 and 6, and all easements and rights of way for railroads, roads					
	and telephone lines over all the balance of the land above described, heretofore conveyed or $\mathfrak{c}^{\infty,\infty}$					
	granted to the Grantor or reserved or excepted in any deed by or agreement with the said					
	Grantor.					
	IN WITNESS WHEREOF, Mount Emily Lumber Company, a corporation, pursuant to a resolution					
	of its Board of Directors, duly and legally adopted, has caused these presents to be signed					
	by its vice President and Secretary, and its corporate seal to be hereunto affixed, this					
	4th day of October 1937.					
	Executed in the presence MOUNT EMILY LUMBER COMPANY, of us as witnesses:					
	W. B. Starmer W. F. Plobland Corporate Seel By L K Kinzel Secretary					
	M. F. Blokland Corporate Seal By L. K. Kinzel, Secretary					
	STATE OF ORECON, ) COUNTY OF UNION. ) SS.					
	On this 4 day of October, 1937, before me appeared Aug. J. Stange, and L. K. Kinzel, both to me personally known, who being duly sworn, did say that he, the said Aug. J. Stange,					

is the Vice President, and he, the said L. K. Kinzel, is the Secretary, of Mount Emily

Page 1/1

Lumber Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said Aug. J. Stange and L. K. Kinzel acknowledged said instrument as the free act and deed of said corporation.

IN TESTIMONY WHEREOF. I have hereunto set my hend and affixed my official notarial seal the day and year first in this my certificate written.

Recorded April 13th, 1938 at 3:45 P.M.

Notarial Seal

W. B. Starmer Notary Public for Oregon My commission Expires: Feb. 2, 1941 C. K. MCCORMICK, COUNTY CLERK

10 ΒY DEPUTY

78657 -F. V. R. STEVENS TO AFFIDAVIT OF EARL C. STEVENS STATE OF OREGON COUNTY OF MULTNOMAH

I, Earl C. Stevens, being first duly sworn, depose and say: That F. V. R. Stevens, grantee in that certain deed where in Mary C. Ellsworth is grantor, deted October 17th, 1883 recorded March 5th, 1886, in Book "I" of Deeds, page 379, deed records of Multhomah County, Oregon, was my mother; that my father's name was Mark Stevens, that my mother died in the year 1889, and my father died thereafter in 1899; that my father and mother had four children, viz., Jasper G. Stevens, Nellie M. Stevens, May Stevens and this affiant, Earl C. Stevens:

That there was no administration of my mother's estate, that Jasper G. Stevens died in about the year 1912, and left surviving him Minnie G. Steveng, his wife and two children, viz., W. P. Stevens and Jean S. Stevens who is now the wife of Lowell E. Kern. That said Minnie G. Stevens died in the year 1932, and her estate was probated in Multhomah County, Oregon, proceedings of which are recorded in Union County, Oregon. Nellie M. Stevens died in Multhomah County, Oregon, in the year 1928, while unmarried, and left as her only heirs at lew May Stevens and this affiant Earl C. Stevens and her estate was probated in Multnomen County, Oregon, record of which is filed in Union County, Oregon.

Earl C. Stevens

Subscribed and sworn to before me this 11th day of April, 1938. Notarial Seal Leroy Lonax

Notary Public for Oregon My commission expires Sept. 17th, 1941

C. K. MCCORMICK, COUNTY CLERK ΒY DEPUTY

RHODA B. JACKSON

Recorded April 13th, 1938 at 3:45 P.M.

TO

STATE OF OREGON

7666B %

KNOW ALL MEN BY THESE PRESENTS, that Rhoda B. Jackson, permitter, in consideration of One Dollar and other valuable considerations to her paid by the STATE OF OREGON, permittee, receipt whereof is hereby acknowledged, does hereby grant and convey unto the said STATE OF OREGON, and to its successors in interest, for the use and benefit of the Oregon State Board of Forestry, the right and easement to construct, maintain and use, a road for forest protection purposes only, across that certain real property situated in the county of Union, State of Oregon, described as follows:

The NW1 of section 19, Twp. 4 S.R. 38 E.W.M, and The Sg of NEA and The Ng of SEA and The NEA of SWA of section 24, township 4 south, range 37 E.W.M.,

and for that purpose to occupy and use, insofar as may be necessary and convenient, a right

993101

# Record and Return to:

Mark Tipperman 105 Fir Street, Suite 204 La Grande OR 97850

### EASEMENT AGREEMENT

Agreement (the "<u>AGREEMENT</u>") made as of the day of May, 1999, by and between Mark Tipperman and Lorna J. Williamson, husband and wife (collectively "<u>PARCEL OWNER</u>"), with an address at 59161 McIntyre Road, La Grande OR 97850; and William Tsiatsos and Donna Tsiatsos, husband and wife (collectively "<u>EASEMENT</u> <u>OWNER</u>"), with an address at 53540 Baseline Lane, La Grande OR 97850. Parcel Owner and Easement Owner (sometimes referred to singularly as a "<u>PARTY</u>" and collectively referred to as the "<u>PARTIES</u>") agree that:

1. Facts:

a. Parcel Owner is the owner of certain land ("<u>BURDENED</u> <u>PARCEL</u>") located between McIntrye Road, Oregon Highway 244 and Baseline Line, in Union County, Oregon, which is more particularly described on <u>Exhibit "A"</u> of this Agreement;

b. Easement Owner is the owner of certain land ("<u>BENEFITTED PARCEL</u>") abutting Baseline Line, immediately adjacent to the Burdened Parcel, in Union County, Oregon, which is more particularly described on <u>Exhibit "B"</u> of this Agreement;

c. Appurtenant to the Benefitted Parcel, is an easement encumbering the Burdened Parcel, created by a deed made by Jess B. Ayers and Jennie Ayers, to The Grande Ronde Reservoir Co., dated July 30, 1909, recorded August 5, 1909 in the deed records of Union County, Oregon in Book 47, at Page 410 ("ORIGINAL EASEMENT").

d. In 1993, Parcel Owner filed a declaratory judgment action in the Circuit Court for Union County, Oregon (Case No. 93-12-35919), for a determination of the rights and obligations of the Parties under the Original Easement. A judgment entered in the Union County Circuit Court was appealed to the Oregon Court of Appeals (Case No. A86086). The decision of the Oregon Court of Appeals was thereafter reviewed by the Oregon Supreme Court (Case No. S43269) (collectively "LAWSUIT").

e. The Parties have agreed to enter into this Agreement and enjoy and bear the rights and obligations granted by this

EASEMENT AGREEMENT - 1

Agreement, in lieu of all rights and obligations granted by the Original Easement and/or in any order or judgment entered in the Lawsuit.

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# 2. Grant of Easement to Benefitted Parcel:

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Parcel Owner hereby grants, conveys and assigns to Easement Owner and their successors in interest:

(a) A permanent easement appurtenant to the Benefitted Parcel, for Easement Owner Livestock to access drinking water troughs labeled "1", and "2" in the approximate locations depicted on <u>Exhibit "C"</u> of this Agreement ("<u>UPPER TROUGHS</u>"), and drink from the Troughs, traveling to and from the Troughs within the area cross-hatched on <u>Exhibit "D"</u> ("<u>UPPER CORRIDOR</u>");

(b) A permanent easement appurtenant to the Benefitted Parcel, for Easement Owner Livestock to access drinking water troughs labeled "3" and "4", in the approximate locations depicted on <u>Exhibit "C"</u> of this Agreement ("LOWER TROUGHS"), traveling to and from the area highlighted with diagonal lines on Exhibit "D" ("LOWER CORRIDOR");

(c) During any period of time that because of Force Majeure, there is not Adequate Water in the Upper Troughs and Lower Troughs ("<u>CREEK ACCESS PERIOD</u>"), a permanent easement appurtenant to the Benefitted Parcel, across the Lower Corridor for Easement Owner Livestock to access Meadow Creek in the existing water gap labeled "Water Gap", in the approximate location depicted on <u>Exhibit "D"</u> of this Agreement ("<u>WATER GAP</u>"), traveling to and from the Water Gap across the area highlighted with horizontal lines on Exhibit "D" ("<u>WATER GAP CORRIDOR</u>");

(d) During any Creek Access Period when the portion of Meadow Creek in the Water Gap is frozen over, a permanent easement the Benefitted Parcel, appurtenant to for Easement Owner Livestock to move either upstream or downstream on Meadow Creek from the Water Gap to water flowing on the surface of Meadow Creek ("FLOWING WATER"), remaining at all times within any fence constructed along or any distance away from the banks of Meadow Creek. Easement Owner shall be permitted to remove any Water Gap gate, panel, fence or other device lying between the banks of Meadow Creek which bars Easement Owner Livestock from going upstream from the Water Gap to Flowing Water if the nearest Flowing Water is upstream, or from going downstream to Flowing Water if the nearest Flowing Water is downstream. If the Parcel Owner provides Water Gap cables across Meadow Creek which can be cranked up or down, Easement Owner shall crank the cables to sufficient height to clear forseeable ice accumulations when the water in the Water Gap freezes over;

(e) A permanent easement across the Upper Corridor, Lower

Corridor, and Water Gap Corridor for the purposes of inspecting, maintaining, repairing, improving and replacing the Spring Improvements.

# 3. Easement Owner Livestock:

"<u>EASEMENT OWNER LIVESTOCK</u> shall mean the lesser of: (i) 150 animal units, such as 150 cows with calves, or 150 horses, or a combination thereof; or (ii) the actual number of livestock grazing and/or being fed on the Benefitted Parcel.

# 4. Definitions: N N. N.

4.01. "<u>ADEQUATE WATER</u>" shall mean sufficient water for the Easement Owner Livestock to drink and satisfy their dietary requirements, which are currently understood to be approximately 20 gallons per cow.

4.02. "FORCE MAJEURE" shall mean that because of circumstances wholly outside the control of a Party, and brought about by a force or persons or entities wholly unrelated to the Party delayed or unable to perform, the Party is delayed or prevented from the performance of any of their respective obligations under this Lease, or the water in the Upper Troughs and Lower Troughs is not Adequate or is frozen, such as inability to procure materials, governmental requirement, insurrection, war, act of God, or similar cause. Before either Party shall be entitled to claim the benefit of Force Majeure, the Party desiring to claim Force Majeure must provide notice specifying the Force Majeure, and an estimate of the period of time that Force Majeure will continue. In an emergency, such notice may intially be given by telephone, fax or other means; provided notice is promptly given in accordance with the Section of this Agreement captioned "Notices". If required notice is not given, then Force Majeure shall be claimed only to the extent Force Majeure occurs after notice required by this Section is given to the other Party.

### 5. <u>Spring Improvements:</u>

Parcel Owner shall at their sole cost and expense, construct or cause the construction, installation and relocation of the fences, gates, pipes and troughs as depicted on <u>Exhibit "C"</u> of this Agreement. The construction, installation and removal shall be completed no later than August 31, 1999, subject to Force Majeure.

# 6. <u>New Fencing:</u>

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Parcel Owner shall have the right but not the obligation to erect new fencing to exclude the Easement Owner Livestock from: (i) an existing drainage course; and (ii) the Water Gap, with not less than three 12 foot gates to enable the Easement Owner Livestock to access the Water Gap when authorized to do so pursuant to this Agreement ("<u>NEW FENCING</u>"). The approximate locations of the New Fencing are depicted on <u>Exhibit "C"</u>.

# 7. <u>Maintenance and Repairs:</u>

7.01. The Easement Owner shall inspect, maintain, repair, improve and replace the Spring Improvements and Water Gap. and the portions of the Burdened Parcel over which an easement is granted by this Agreement, in a manner which shall not cause any erosion or reasonably avoidable soil compaction. The Easement Owner shall not make, any material changes or modifications in the Spring Improvements without the prior consent of the Parcel Owner.

shall regularly the Spring inspect 7.02. Easement Owner Improvements, Water Gap and all fencing reasonably intended to contain the Easement Owner Livestock within the Burdened Parcel without limitation intended, New Fencing) (including the ("EASEMENT PARCEL FENCING"), and maintain the Spring Improvements, the Water Gap and the Easement Parcel Fencing in good condition and repair, including without limitation intended, replacements required the by making all to keep Spring Improvements, Water Gap and Easement Parcel Fencing in good condition and repair. All replacements shall be of at least the same original quality and utility of the items being replaced. Easement Owner shall be relieved of the obligation to maintain, repair and replace the Water Gap for so long as the Oregon Department of Fish and Wildlife performs all required maintenance, repairs and replacements.

7.03. The Parties shall bear the obligation to maintain in good condition and repair, the following portions of the boundary fence now and/or hereafter separating the real property owned by Parcel Owner and the real property owned by Easement Owner:

(i) Easement Owner: the most southerly one-half of the length of the fence between the Water Gap and Baseline Lane;

(ii) Parcel Owner: the most northerly one-half of the length of the fence between the Water Gap and Baseline Lane.

The Parties' obligation to maintain under this Section 7.03 shall include without limitation intended, the obligation to make all replacements required to keep the fence in good condition and repair. All replacements shall be of at least the same original quality and utility of the items being replaced.

### 8. <u>Retrieval of Livestock:</u>

The easements granted by Subsections 2(c) and (d) are granted solely for the period(s) of time described in such Subsections. As soon as the Easement Owner Livestock are no longer entitled to

access pursuant to Subsections 2(c) and/or (d), the Easement Owner shall remove the Easement Owner Livestock from all portions of the Burdened Property to which the Easement Owner Livestock are no longer entitled to access under Subsections 2(c) and/or (d) as the case may be, and close (including lowering if appropriate), any and all gates, panels, fences or other devices which were opened or used to give access to Easement Owner Livestock.

# 9. Grant of Easement to Burdened Parcel:

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Easement Owner hereby grants, Conveys and assigns to Parcel Owner and their successors in interest, a 20 foot wide permanent easement appurtenant to the Burdened Parcel across the Benefitted Parcel, to and from the Burdened Parcel for vehicular and pedestrian access to construct, install and remove the Spring Improvements, and to fulfill any obligations of the Easement Owner upon a Default by the Easement Owner. The approximate location of such easement is depicted with diagonal lines on <u>Exhibit "E"</u> of this Agreement. It is anticipated that once the Spring Improvement are installed, the Easement Owner will have no occasion to use such easement for access by heavy construction equipment unless Parcel Owner Defaults on his obligation to maintain the Spring Improvements and/or Water Gap in good condition and repair.

10. <u>Default</u>: The following event shall constitute a "<u>DEFAULT</u>" under this Agreement if either Party fails to fulfill its obligations under this Agreement. No Default shall give either Party the right to terminate this Agreement.

11. <u>Party's Right to Perform</u>: Upon the occurrence of any Default, the Party not in default ("<u>NON-DEFAULTING PARTY</u>") shall have the right but not the obligation to fulfill the obligation of the Party in Default. In connection with the fulfillment of any such obligation and for such purpose, the Non-Defaulting Party, its contractors, materialmen and other designees may work on the Spring Improvements and Water Gap, without liability for trespass or similar violation of law.

12. Agreement Supersedes Original Easement and All Judgments: Upon the full execution of this Agreement, the Original Easement is automatically terminated and of no force or effect whatsoever. Upon the request of either Party, the Parties shall execute, acknowledge and deliver any release, stipulation or other instrument which may be necessary or reasonably required to terminate the Original Easement, vacate any judgment or order entered in the Lawsuit and dismiss the Lawsuit with prejudice and without costs to either party.

13. <u>Indemnification:</u> Each Party in Default shall indemnify and hold the Non-Defaulting Party, harmless from and against any

liabilities, losses, damages, costs and expenses, including limitation intended, reasonable attorneys' fees and without disbursements, which the Non-Defaulting Party incurs or pays in connection with or as a result of the Default, including without limitation intended, the Non-Defaulting Party's exercise of any of the rights or remedies provided for in this Agreement, including without limitation intended, the rights conferred by Section 11 of this Agreement. Each Party ("<u>INDEMNITOR</u>") shall indemnify and hold the other Party ("INDEMNITEE"), harmless from and against any liabilities, losses, damages, costs and expenses, : including without limitation intended, reasonable attorneys' fees and disbursements, which the Indemnitee incurs or pays in connection with or as a result of any negligence or other tortious conduct on the part of the Indemnitor, or any violation of law on the part of the Indemnitor.

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14. <u>Assignment</u>: Nothing contained in this Agreement shall operate to vest in the Easement Owner any right to grant any other person or entity any right to use or enjoy the Easement Parcels; provided, however, that nothing contained in this paragraph will affect the right and obligation of the Easement Owner to assign with a duly executed, acknowledged and recorded deed or memorandum of an installment sale contract, all of the rights and interest granted by this Agreement to any subsequent owner or purchaser of the Benefitted Parcel. No conveyance will operate to release the, original Easement Owner or any successor from any liability which may arise under this Agreement before any assignment.

15. <u>Compliance with Law:</u> Each Party shall comply with all applicable law (including without limitation intended, all governmental requirements and common law) applicable to any action taken pursuant to this Agreement, or the enjoyment of any rights conferred by this Agreement.

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16. <u>Ownership</u>: The Spring Improvements and Water Gap shall remain the property of the Parcel Owner and shall not be removed from the Burdened Parcel unless and until replaced by improvements of equal or better quality and utility.

17. Liens and Encumbrances: The Easement Owner shall promptly pay all contractors, materialmen and others engaged in the performance of any work performed by or at the behest of the Easement Owner. If any mechanic's, materialman's or similar lien arises from any work authorized by the Easement Owner, the Easement Owner shall discharge the lien of record within 20 days after the date the lien arises.

18. <u>Limited Liability</u>: The terms Easement Owner and Parcel Owner refer to the then current owners of fee simple title to or the purchaser under an installment sale contract for the purchase of the Benefitted Parcel and the Burdened Parcel respectively

("<u>OWNER</u>"). Neither Party shall have any personal liability as a result of any conduct or Default which occurs after the respective Party is no longer an Owner.

19. Term: The term of this Agreement shall be perpetual.

20. <u>Notices:</u> Any notice, demand, request, approval, consent or other communication (collectively "<u>NOTICE</u>") concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Any Notice shall be given by either (i) personal delivery in which "event it shall be deemed given on the date of delivery, or (ii) certified mail return receipt requested in which event it shall be deemed given three business days after the date mailed. Any Party may change any address for the delivery of Notice to such Party, by giving Notice in accordance with the provisions of this Section 20. The attorneys for the Parties may give any Notice.

21. <u>Attorneys' Fees and Disbursements</u>: If any Party engages an attorney in connection with any action or proceeding to enforce or construe this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and disbursements. In the event different Parties are the prevailing parties on different issues, the attorneys' fees and disbursements shall be apportioned in proportion to the value of the issues decided for and against the Parties.

22. <u>Successors</u>: Subject to the limitations contained in Section 14 of this Agreement, the rights and obligations of the Parties under this Agreement, shall inure to the benefit of and be binding upon the Parties and all persons who succeed to their respective rights and obligations.

.23. <u>Covenants Running with Land:</u> The provisions of this Agreement shall constitute covenants running with the land.

24. <u>Modifications/Waivers</u>: This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Parties, be waived orally. Nor shall the rights of either Party which are in any way related to the subject matter of this Agreement be increased, decreased or otherwise affected despite any doctrine or law governing adverse possession, easements by prescription or otherwise, each of which is hereby waived and released. Changes and waivers under this Agreement can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

25. Entire Agreement: This Agreement is signed by the Parties as

a final expression of all of the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

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PARCEL OWNER:

\ \ EASEMENT OWNER:

MARK TIPPERMAN

LORNA J. WILLIAMSON

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TSĪATSOS

DONNA

Approved as to Form:

SIEVEN JOSEPH, OSB #75203 Attorney for Easement Owner STATE OF OREGON) ) COUNTY OF UNION)

This instrument was acknowledged before me on May 20, 1999 by Mark Tipperman.

11 Notary Public, State Oregon of My commission expires - 0 12



STATE OF OREGON) ) COUNTY OF UNION)

This instrument was acknowledged before me on Max 20, 1999 by Lorna J. Williamson.

Notary (Public, State of Oregon My commission expires 12-3-01-



STATE OF OREGON) COUNTY OF UNION) instrument was acknowledged before on. me This 1999 by Donna Tsiatsos. June 16 Ν. Notary Wablic, State of Oregon My commission expires <u>[[-14-0]</u> OFFICIAL SEAL STEVEN J. JOSEPH NOTARY PUBLIC-OREGON COMMISSION NO. 059418 MY COMMISSION EXPIRES NOV. 14, 2000 STATE OF OREGON) · COUNTY OF UNION) was ackn<u>o</u>wledged before me on instrument [his 1999 by William Tsiatsos. ţ Milic, State of Oregon Notary My commission expires 11-14-00 **OFFICIAL SEAL STEVEN J. JOSEPH** NOTARY PUBLIC-OREGON COMMISSION NO. 059418 MY COMMISSION EXPIRES NOV. 14 ٠, OFFICIAL SEAL STEVEN J. JOSEPH NOTARY PUBLIC-OREGON COMMISSION NO. 059418 MY COMMISSION EXPIRES NOV. 14, 2000 10

STATE OF OREGON) ) COUNTY OF UNION)

This instrument was acknowledged before me on .

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1 16 λ. Notary Public, State of Oregon My commission expires <u>03-19-01</u>

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# EXHIBIT "A" BURDENED PARCEL

 . he :

In Township 4 South, Range 35 East WM, Union County, Oregon; namely: (i) Government Lot 3 in Section 3, and (ii) the Southeast Quarter of the Northwest Quarter of Section 3.

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# EXHIBIT "B" BENEFITTED PARCEL

In Township 4 South, Range 35 East WM, Union County, Oregon: Government Lot 1 in Section 4, Government Lot 4 in Section 3, the Southwest Quarter of the Northwest Quarter of Section 3, and the Southeast Quarter of the Northeast Quarter of Section 4.

1 ÷ BASELINE ROAD 1 2 W. TSIATOS i. **h** M. TIPPERMAN 1 spring development spring 1+2 development CREEK ¥۲ R/R grade MEADOW PLAN VIEN (not to scale) EXHIBIT \_\_\_\_ 1.J. . OF\_2-PAGE

ŧ 1 BASELINE ROAD · × P P \₩ W. TSIATOS 2.2. M. TIPPERMAN spring development spring ,development CREEK RIR grade MEADOW WATENGAP PLAN VIEW (not to scale) PAGE \_\_\_\_\_OF \_\_\_\_

. \* BASELINE' ROAD Ż W. TSIATOS 16 M. TIPPERMAN 2-12 FOUT GATES spring development FENCE RELOCATES spring OUTOF development DRAINAGE . : . EXISTING CATEWAY TO BE CREEK RIR grade MEADOW C EXHIBIT \_\_ PLAN VIEW (not to scale) \_\_\_\_OF\_\_\_2 PAGE 2 3 - 12 FOOT GATES WITH NEW FENCING ON UPSTREAM AND DOWNSTREAM SIDES

<u>بن ا</u> EXISTING PRIVEWANT BASELYNE ROAD ē W. TSIATOS M. TIPPERMAN HUUSE spring , development spring ينو معرفي dèvelopment . CREEK R/R grade MEADOW EXHIBIT\_E PLAN VIEW (not to scale) PAGE 1 OF



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# 20031154

### EASEMENT

# GRANTOR: BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION, AN OREGON NONPROFIT CORPORATION

### CONVEYS TO

### GRANTEE: WILLIAM G. TSIATSOS

. .

an easement for use and for ingress and egress for domestic use of an existing spring and for water lines (which have been used in the past for domestic purposes) to be located on the following described real properties located in Union County, Oregon, as follows:

The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 8, in Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, lying South of the rightof-way of the Ukiah-Hilgard Secondary State Highway.

This easement shall benefit and provide domestic water use to Grantee's property described as:

Easement appurtenant to cabins located on land owned by Tsiatsos, described as that portion of the Northeast quarter of the Northwest quarter of Section 8, Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, lying northeast of the Ukiah-Hilgard State Highway.

Grantee, its agents and invitees shall use this easement solely for purposes of providing domestic use of a spring and for water lines to be located on Grantor's property and for no other purpose, and Grantee shall have unrestricted access to Grantor's property for said limited purposes.

Grantee shall be solely responsible, at its own expense, for the placement, construction, reconstruction, repair and maintenance regarding the use and development of said springs and all improvements and pipelines necessary for piping the same to Grantee's property. After the installation of any improvements and pipelines or any maintenance or repair related thereto, Grantee will restore at its expense the above-described premises to a condition that is reasonably equivalent to the conditions before use of the easement.

Grantee further agrees to indemnify and hold harmless Grantor from any and all liability arising out of Grantee's use or the use by Grantee's agents or invitees of the water for any purposes, including for domestic purposes. **GRANTOR DOES NOT WARRANT THAT SAID WATER IS FIT FOR HUMAN CONSUMPTION OR FOR DOMESTIC PURPOSES, AND THAT GRANTEE ACCEPTS THE USE OF THE WATER WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER AND ASSUMES ALL RISKS RELATED TO SAID USE.** Grantee shall further indemnify and hold harmless Grantor from any claims by any third parties against Grantor related to the use of said water.

Grantor shall have the right to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to build, create or construct or permit to be built, created or constructed any obstruction, building, engineering work, landscaping, or other structures over or that would interfere with said use by Grantee of said spring and existing water lines provided by this easement or Grantee's rights granted herein. This easement shall be binding upon and in inure to the benefit of the parties hereto, their respective permitted heirs, legatees, distributees, legal representatives, successors and assigns, subject to the provisions hereof.

The Grantee shall have the right to assign this grant in whole or in part, provided that Grantee shall have first obtained Grantor's written consent to such assignments. Grantor shall not unreasonably withhold such consent.

It is agreed that this grant covers all of the agreements between the parties hereto and no representations or statements, verbal or written have been made that modify, add to, or change the terms of this agreement.

In the event that either party shall fail to perform its obligation under this agreement, the other party shall be entitled to require such performance by suit for a specific performance or where appropriate through injunctive relief.

The true and actual consideration for this easement is \$1.00 and other valuable consideration.

DATED: 2 - 14 - 03 . 2003.

GRANTOR:

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**GRANTEE:** 

BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION B١

WILLIAM G. TSIATSOS

STATE OF OREGON ) ss. County of Union

February 18, 2003.

This instrument was acknowledged before me by <u>Gary Hart</u> as <u>Himinis was for</u> of Blue Mountain Conservative Baptist Association, an Oregon Nonprofit Corporation.

Notary Public for Opegon My commission expires: 7-30

STATE OF OREGON : \$5. County of Union )

February 14, 2003.



Personally appeared the above named WILLIAM G. TSIATSOS and acknowledged the foregoing instrument to be his voluntary act and deed.

"whilly

Notary Public for Oregon My commission expires: <u>3-3-06</u>



# STATE OF OREGON

County of Union

SS

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I certify that this instrument was received and recorded in the book of records of said county.

R. NELLIE BOGUE HIBBERT, Union County Clerk

by: Dre	loon		- Deputy.
	031154		
RCPT:	54886		32.00
2/26/2003	1:35	PM	
<b>REFUND:</b>			. 00

#### EASEMENT

# GRANTOR: WILLIAM G. TSIATSOS

### CONVEYS TO

### GRANTEE: BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION, AN OREGON NONPROFIT CORPORATION

an easement for ingress and egress for placement, construction, reconstruction, repair and maintenance across the real property described herein for a trail leading from the property owned by the Grantee known as Camp Elkanah, as it is presently located over and across the following described real properties located in Union County, Oregon and as described in the plat map referenced as follows:

The south half of the southeast quarter of Section 5, Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon.

This easement shall benefit Grantee's property located in Union County, Oregon, as described and referenced as follows:

The Northwest quarter of the Northeast quarter of Section 8 and the Southeast quarter of the Northeast quarter of Section 8, in Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, lying North of the right-of-way of the Ukiah-Hilgard Secondary State Highway.

Grantee, its agents, invitees, and independent contractors shall use the easement for hiking purposes only and shall have unrestricted access thereto limited to said purposes. The maintenance of said trail shall be at Grantee's sole expense.

Grantee further agrees that Grantee shall indemnify and hold harmless Grantor from any and all liability for Grantee's use, or the use by the Grantee's agents, independent contractors or invitees of the hiking trail easement granted herein.

Grantee further agrees to install, maintain and repair gates at the boundary line of the properties where the existing trail enters and exits Grantor's property. Said gate shall be closed at all times except to allow Grantee or its agents and invitees access thereto, after which said gate shall be immediately closed. Grantee shall be responsible to place a "Please Close Gate Sign" in bold letters on both sides of said gates.

Grantor shall have the right to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to build, create or construct or permit to be built, created or constructed any obstruction, building, engineering work, landscaping, or other structures over or that would interfere with said hiking trail easement or Grantees rights granted herein.

This easement shall be binding upon and in inure to the benefit of the parties hereto, their respective permitted heirs, legatees, distributees, legal representatives, successors and assigns, subject to the provisions hereof.

The Grantee shall have the right to assign this grant in whole or in part, provided that Grantee shall have first obtained Grantor's written consent to such assignments. Grantor shall not unreasonably withhold such consent.

It is agreed that this grant covers all of the agreements between the parties hereto and no representations or statements, verbal or written have been made that modify, add to, or change the terms of this agreement.

1 - EASEMENT

In the event that either party shall fail to perform its obligation under this agreement, the other party shall be entitled to require such performance by suit for a specific performance or where appropriate through injunctive relief.

The true and actual consideration for this easement is 1.00 and other valuable consideration.

DATED: 2-14-03 .2003.

GRANTOR:

WA (sisted

WILLIAM G. TSIATSOS

STATE OF OREGON : ss. County of Union <u>February 14</u>, 2003.

GRANTEE:

BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION

Personally appeared the above named WILLIAM G. TSIATSOS, husband and wife, and acknowledged the foregoing instrument to be his voluntary act and deed.



) ss.

Notary Public for Oregon My commission expires: <u>3-3-06</u>

STATE OF OREGON

County of Union

Hebruary 28, , 2003.

This instrument was acknowledged before me by <u>Gary Hart</u> as <u>OminiStrator</u> of Blue Mountain Conservative-Baptist Association, an Oregon Nonprofit Corporation.

OFFICIAL SEAL SHIRLEY A JOHNSON NOTARY PUBLIC - OREGON COMMISSION NO. 359919 MY COMMISSION EXPINES JULY 30, 2008 359919

Notary Public for Oregon My commission expires: 7-30-0

SOMA TO: BRIE MITA, POASU. BAPAST ASSC. PO. BOX 150 LAGEANOG OR 97850

STATE OF OREGON County of Union

I certify that this instrument was received and recorded in the book of records of said county.

SS

R. NELLIE BOGUE HIBBERT, Union County Clerk

by: AnBigue Deflut Deputy. 20031247 DOC#: RCPT: 54999 27.00 3/03/2003 10:05 AM **REFUND:** .00

2 - EASEMENT
#### EASEMENT

#### GRANTOR: BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION, AN OREGON NONPROFIT CORPORATION

#### CONVEYS TO

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#### GRANTEE: RONALD LA GRANDE WAITE and GWENDOLYN WAITE, Husband and Wife

a perpetual road easement for ingress and egress across an existing road as it is located for access from and over the following described real properties located in Union County, Oregon and as described as follows:

All that portion of the Northwest quarter of the Northeast quarter of Section 8, and all of that portion of the Southwest quarter of the Southeast quarter of Section 5, in Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, lying southerly of the right-of-way of the Ukiah-Hilgard Secondary State Highway.

The Northwest quarter of the Southeast quarter of Section 8 in Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon.

This easement shall benefit and provide access to Grantee's property described as:

All that portion of the South half of the Southeast quarter of Section 8 and the Northeast quarter of the Southeast quarter of Section 8, and the North half of the Northeast quarter of Section 17, and the Southwest quarter of Section 9, and the Northwest quarter of the Northwest quarter of Section 16, and the Southwest quarter of the Northwest quarter of Section 9, in Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, lying southerly of the right-of-way of the Ukiah-Hilgard Secondary State Highway.

Grantee, its agents, invitees and independent contractors shall use the road easement for access to Grantee's property through Grantor's property described herein.

Grantor shall have the right to use and enjoy the above described premises except as to the rights herein granted; and Grantor agrees not to build, create or construct or permit to be built, created or constructed any obstruction, building, engineering work, landscaping, or other structures over or that would interfere with the use of said road and easements or Grantees rights granted herein, and to keep said road open and maintained for Grantee's use.

This easement shall be binding upon and in inure to the benefit of the parties hereto, their respective permitted heirs, legatees, distributees, legal representatives, successors and assigns, subject to the provisions hereof.

The Grantee shall have the right to assign this grant in whole or in part, provided that Grantee shall have first obtained Grantor's written consent to such assignments. Grantor shall not unreasonably withhold such consent.

1 - EASEMENT

It is agreed that this grant covers all of the agreements between the parties hereto and no representations or statements, verbal or written have been made that modify, add to, or change the terms of this agreement.

In the event that either party shall fail to perform its obligation under this agreement, the other party shall be entitled to require such performance by suit for a specific performance or where appropriate through injunctive relief.

The true and actual consideration for this easement is \$1.00 and other valuable consideration.

DATED: FEB 28, , 2003.

GRANTOR:

GRANTEE:

BLUE MOUNTAIN CONSERVATIVE BAPTIST ASSOCIATION

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malil La Grande Warte

RONALD LA GRANDE WAITE

mendelignation GWENDOLYN WAITE

STATE OF OREGON ) ) ss. County of Union )

February 28, 2003.

This instrument was acknowledged before me by <u>Gary Harf</u> as <u>adminiStration</u> of Blue Mountain Conservative Baptist Association, an Oregon Nonprofit Corporation.

1112211 OFFICIAL SEAL SHIRLEY A JOHNSON NOTARY PUBLIC - OREGON COMMISSION NO. 359919 MY COMMISSION EXPRES JULY 30, 2006 STATE OF OREGON SS. County of Union 1 2003.

OFFICIAL SEAL DARLENE A. GILSTRAP

NOTARY PUBLIC-OREGON COMMISSION NO. 349879 MY COMMISSION EXPIRES OCT. 9, 2005

Notary Public for Oregon My commission expires: 7-30-06

Personally appeared the above named RONALD LA GRANDE WAITE and GWENDOLYN WAITE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon (let 9 2005 My commission expires: \_

SEND 70." 13N3 MM CUHSU BADAST. ASS", 190. ISOX ISO LABARADY A. 97850 2 - EASEMENT

STATE OF OREGON SS County of Union I cortify that this instrument was received and recorded in the book of records of said county. R. NELLIE BOGUE HIBBERT, Union County Clerk by: BM Begue Dithus Deputy. DOC#: 20031249 RCPT: 54996 3/03/2003 10:05 AM 32.00 .00 **REFUND:** 

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## EASEMENT

This agreement is made and entered into on  $\frac{12/11/26}{11/26}$ , by William G. Tsiatsos and Donna D, Tsiatsos, Co-Trustees of the William G. and Donna D. Tsiatsos Family Trust Under Agreement, Dated December 23, 2003, as the Grantors, and Jana Greenlee, Gust Tsiatsos, Lisa Meek, and Ryan Tsiatsos and their heirs, as the Grantees.

Now, therefore, in consideration of \$0.00 paid by the Grantees, the grantors hereby grant, assign and set over to the grantees and their heirs an easement for the Tsiatsos Family Cemetery, more particularly described on Exhibit "A", attached.

This easement is given with the following conditions and restrictions:

- The intent of this easement is to create a cemetery for the use of the Tsiatsos Family 1. and their friends.
- 2. The Easement is to be used for cemetery purposes only.
- The Easement is to be perpetual. 3.
- The Easement is not to be conveyed to anyone outside the Tsiatsos Family. 4.
- The Easement is to be maintained by those members of the Tsiatsos family who use 5. the easement.

William G. Tsiatsos

STATE OF OREGON, County of Union)ss. This instrument was acknowledged before me on by William G. Tsiatsos, Trustee

Notary Public for Oregon

My commission expires 114/08

finting)

Donna D. Tsiatsos, Trustee

OFFICIAL SEA LONNIE LESTER NOTARY PUBLIC-OREGON COMMISSION NO. 380585 MY COMMISSION EXPIRES JUNE 14, 2008

STATE OF OREGON, County of Union)ss. This instrument was acknowledged before me on by Donna D. Tsiatsos, Trustee

یکر ۵ ک come Notary Public for Oregon

My commission expires



Juturn to : 3540 Daselund Lone 30 grande 97850

## **EXHIBIT "A"**

#### LEGAL DESCRIPTION

(Cemetery Total)

Situate in the Northeast Quarter of Section 4, Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon, more particularly described as follows with reference to Map of Survey 023-2006 as filed in the office of the Union County Surveyor;

Commencing at the West Quarter Corner of Said Section 4, Thence N 78°05'50" E, a distance of 3454.27 feet, to a 5/8" iron rod with a plastic cap marked BGB Survey Marker, said point being the Southwest Corner of said Cemetery and being the True Point of beginning of this description;

Thence; N 89°52'35" E, a distance of 213.13 feet, to the Southeast corner of said Cemetery, marked with a 5/8" iron rod with a plastic cap marked BGB Survey Marker;

Thence; North, a distance of 204.38 feet, to a 5/8" iron rod with plastic cap marked BGB Survey Marker, and being the Northeast Corner of said Cemetery;

Thence; S 89°52'35" W, a distance of 213.13 feet, to a 5/8" iron rod with plastic cap marked BGB Survey Marker, and being the Northwest Corner of said Cemetery;

Thence; South, a distance of 204.38 feet to the point of beginning of this description.

Said Tract containing 1.00 Acres.

## ALSO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AS FOLLOWS:

Commencing at a point in the center of the existing traveled way of BASE LINE COUNTY ROAD, said point being N 63°36'01" E, a distance of 3964.58 feet from the West Quarter Corner of said Section 4, said point being the intersection of the center of the traveled way of said BASE LINE COUNTY ROAD, and the centerline of a newly constructed gravel road to the above Cemetery. The easement is intended to be 15 feet on each side of the following described centerline;

From said intersection above the following courses;

Thence; S 1°45'04" W, a distance of 399.62 feet

Thence; S 1°25'33 W, a distance of 429.51 feet;

Thence; S 77°32'19" E, a distance of 39.46 feet;

Thence; N 36°33'51" E, a distance of 32.61 feet;

Thence; N 14°23'43" W, a distance of 35.28 feet;

Thence; N 36°43'41" W, a distance of 77.50 feet, to the intersection of the easement centerline.

REGISTERED PROFESSIONAL LAND SURVEYOR OREGON **GREGORY T. BLACKMAN** 991

Renewal Date: Dec. 31, 2007

STATE OF OREGON

County of Union

SS

I certify that this instrument was received and recorded in the book of records of said county.

Union County Clerk

by: Deputy. DOC#: 20070053 RCPT: 122524 32.00 1/04/2007 11:11 AM REFUND: .00

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## 20241665

#### \$135.00 08/07/2024 08:51:06 AM

I, Lisa Feik, County Clerk for Union County, Oregon certify that the instrument identified herein was recorded in the Co. Clerk's records.

Lisa Feik, Union County Clerk

Prepared by and-Return To: PI Tower Development LLC Attn: Real Estate Administration 6210 Ardrey Kell Road, Suite 450 Charlotte, North Carolina 28277

Site ID: OR0005313 Site Name: Marley Creek County: Union State: Oregon

> MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO: OLD REPUBLIC TITLE ATTN: COMMERCIAL POST CLOSING 530 SOUTH MAIN ST SUITE 1061 えせひせらちじらう AKRON OHIO 44311 (330-436-6000)

This Memorandum of Lease is entered into on this 20th day of Juy, 2024, by and between William G. Tsiatsos and Donna D. Tsiatsos, Co-Trustees of the William G. and Donna D. Tsiatsos Family Trust, U/A.D December 23, 2003, having a mailing address of 53540 Baseline Lane, La Grande, Oregon 97850 (hereinafter referred to as "Landlord") and PI Tower Development LLC, a Delaware limited liability company having a mailing address of 6210 Ardrey Kell Road, Suite 450, Charlotte, North Carolina 28277 (hereinafter referred to as "Tenant").

- 1. Landlord and Tenant entered into a Lease Agreement ("Agreement") on the 30<sup>th</sup> day of 50<sup>th</sup> day of 60<sup>th</sup> for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on  $\underline{July 30^{h} 2024}$  with five (5) successive automatic five (5) year options to renew.
- 3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
- 4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

#### "LANDLORD"

William G. Tsiatsos and Donna D. Tsiatsos, Co-Trustees of the William G. and Donna D. Tsiatsos Family Trust U/A/D December 23, 2003

Bv:

Print Name: William G. Tsiatsos Its: Co-Trustee Date: <u>26-24</u>

By:

Print Name: Donna D. Tsiatsos Its: Co-Trustee Date: <u>6/26/24</u>

#### LANDLORD ACKNOWLEDGMENT

STATE OF ( ) ss: COUNTY OF Union

BE IT REMEMBERED, that on this 26 day of 2024 before me, the subscriber, a person authorized to take oaths in the State of 2024, personally appeared William G. Tsiatsos who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



btary Public: Deirdre M. B My Commission Expires: 5-1

#### LANDLORD ACKNOWLEDGMENT

STATE OF Of Legon ) ss: COUNTY OF UNION

BE IT REMEMBERED, that on this 26 day of 20, 20 day of 20



Notary Public: Deirdre M My Commission Expires: 5-17-2

#### "TENANT"

PI Tower Development LLC

By: David Grosso Print Name: VP, Administration Its: and Systems Date: 17-30-20

## TENANT ACKNOWLEDGMENT

STATE OF NOATH COTON NA COUNTY OF MRCKLENNIG zom On the  $20 \underline{20}$ , before me personally appeared day of 0550 who acknowledged under oath that hex she is the DISTATION OF OFFICE of PI Tower Development LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant. ANEXAMIN FEMAN Notary Public: 2029 My Commission Expires: 15 July

#### EXHIBIT 1

#### **DESCRIPTION OF PREMISES**

Page 1 of 6

A **75' by 75'** parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 20 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit 1**.

The parent parcel is described as follows:

### Tract A:

The North half of the Northwest quarter of the northeast quarter of Section 33 in Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon.

#### Tract B:

The southwest quarter of southeast quarter and the east 7 acres of the southeast quarter of southeast quarter of southwest quarter of Section 28 in Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon.

ALSO, a non-exclusive, perpetual easement 33 feet in width for ingress and egress over and across the existing roadway running north and south from County road known as Booth Lane across land lying north of Tract B described above, as said easement is more particularly described and defined in document recorded March 2, 1994, Microfilm Document No. 152358, Deed records of Union County, Oregon.

Tract C:

In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon

Section 11: The south 60 rods of the south half of southwest quarter.

Section 14: The northwest quarter and the west half of southwest quarter.

Section 15: The east half.

## Tract D:

All of Lots numbered seven (7) and eight (8) of block numbered eight (8) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; according to the recorded plat of said addition; and also a tract of land described as:

Beginning at the northwest corner of Lot numbered eight (8) of block numbered eight (8) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; thence running North 3° East 14.45 feet; thence running easterly to a point which is North 3° East 17.7 feet from the northeast corner of Lot numbered seven (7) of ARNOLD'S ADDITION to La Grande, Union County, Oregon; thence running South 3° West 17.7 feet to northeast corner of Lot numbered Seven (7) of Block numbered eight (8) of said ARNOLD'S ADDITION; thence running on and upon the North boundary of Lots numbered seven (7) and eight (8) westerly to the POINT OF BEGINNING.

## Tract E:

In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon

- Section 11: The south half of southeast quarter.
- Section 12: The southwest quarter of southwest quarter.
- Section 13: The east half of northwest quarter, the southwest quarter of northwest quarter and the west half of southwest quarter.
- Section 14: The west half of east half; the east half of northeast quarter and the northeast quarter of southeast quarter.

### Section 24: The west half of northwest quarter.

EXCEPTING THEREFROM a tract of land in Sections 11 and 14 as conveyed to Union County, a political subdivision of the State of Oregon, for the Grande Ronde River Road by Warranty Deed recorded October 28, 1992, as Microfilm Document No. 144451.

ALSO EXCEPTING THEREFROM that tract of land distributed to United States of America by Amended Judgment in the United States District Court for the District of Oregon, Civil Case No. 96-1113JO, more particularly described as:

That portion of the West half of Southeast quarter of Section 14, in Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon; which lies west of the Westerly right-of-way line of Oregon Forest Highway No. 154, Grande Ronde River Road;

EXCEPTING from the above described United States of America land the following:

EXCEPTING from the above described United States of America land the following:

Beginning at the center quarter corner of Section 14, in Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon; said corner being an Aluminum Cap marked 1985 OPLS 644; thence South 0°19'49" East along the center quarter line 1,205.24 feet, more or less, to a point on said center quarter section line, said point being THE TRUE POINT OF BEGINNING; thence South 0°19'49" East 71.75 feet; thence South 44°33'09" East 283.06 feet; thence South 89°33'09" East 195.71 feet, more or less, to a point on the westerly right-of-way line of the Grande Ronde River Road; thence north 0°30" West 50 feet to a point on said right-ofway line; thence North 89°33'09" West 174.17 feet; thence North 44°33'09" West 313.81 feet, more or less, to a point on the center quarter section line Section 14, in Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, and THE TRUE POINT OF BEGINNING. Tract F:

In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon

- Section 4: Government Lots 2, 3, and 4, the south half of the northwest quarter and the southwest quarter of northeast quarter.
- Section 5: Government Lots 1, 2, 3 and 4, and the south half of north half, the east half of southwest quarter and the west half of southeast quarter.
- Section 6: Government Lots 1, 2, and the south half of northeast quarter.
- Section 8: The northeast quarter of northwest quarter.

A tract of land in the Northeast quarter of Section 8, Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, described as follows:

Beginning at a 5/8 inch diameter iron rod that bears South 0°06'44" West 639.13 feet from the North quarter corner of said Section 8, said point also being on the west line of said Northeast quarter:

Thence North 70°18'55" East 13.09 feet to a 5/8 inch diameter iron rod;

Thence South 87°35'27" East 42.53 feet to a 5/8 inch diameter iron rod;

Thence North 72°26'12" East 11.94 feet to a 5/8 inch diameter iron rod;

Thence North 84°36'19" East 37.36 feet to a 5/8 inch diameter iron rod;

Thence South 77°21'20" East 76.38 feet to a 5/8 inch diameter iron rod;

Thence South 61°06'45" East 21.17 feet to a 5/8 inch diameter iron rod;

Thence South 00°06'44" West 17.00 feet to a 5/8 inch iron rod;

Thence South 00°06'44" West 44.57 feet, more or less, to the center of Oregon State Highway No. 244;

Thence along a 520.88 foot curve to the left through a central angle of 29°47'33", the long chord bears South 47°18'21" West 267.80 feet, an arc distance of 270.85 feet to the west line of said Northeast quarter;

Thence North 0°06'44" East 260.37 feet, more or less, along the West line of said Northeast quarter to the point of beginning, EXCEPTING therefrom that portion within the public road.

This tract contains 0.46 acres, more or less, excluding the public road.

EXCEPTING THEREFROM that tract conveyed to the Blue Mountain Conservative Baptist Association by Deed recorded as Microfilm Document No. 139714, more particularly described as:

A tract of land in the Northwest quarter of Section 8, Township 4 South, Range 35 East of the Willamette Meridian, in Union County, Oregon, described as follows:

Beginning at a point in the center of Oregon State Highway No. 244 that bears South 0°06'44" West 899.50 feet, more or less, from the North quarter corner of said Section 8, said point also being on the East line of said Northwest guarter; thence South 0°06'44" West 431.71 feet, more or less, to the Southeast corner of the Northeast guarter of the Northwest guarter; thence North 89°15'01" West 157.94 feet along the South line of said Northeast guarter of the Northwest guarter to the center of Oregon State Highway No. 244; thence North 18°08'59" East 202.88 feet along the chord of a spiral curve to the left to Highway Station No. 247+14.20 P.S.; thence North 16°46' 38" East 4.16 feet to Highway Station No. 247+10.04 P.T.; thence along a 220.00 foot long spiral curve to the right (S-12°06') (a-5.0), the chord bears North 20°48'37" East 219.56 feet; thence along the arc of a 520.88 foot radius curve to the right through a central angle of 3°31'58", the long chord bears North 30°38'35" east 32.11 feet, an arc distance of 32.12 feet, more or less, to the point of beginning, excepting therefrom that portion

within the public road. This tract contains 0.47 acres, more or less, excluding the public road.

ALSO EXCEPTING the parcel conveyed to State of Oregon (Highway Commission) for widening the Starkey Highway.

#### Tract G:

In Township 4 South, Range 35 East of the Willamette Meridian, Union County, Oregon

Section 3: Government Lot 4 and the southwest quarter of northwest quarter (SW¼ NW¼).

Section 4: Government Lot 1 and the southeast quarter of northeast quarter (SE¼ NE¼).

#### NOTES:

- 1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

APPENDIX E

**PHOTOGRAPHS** 





**Photo 1:** General view of the proposed tower compound area, from the north-adjoining area, facing south.



**Photo 2:** General view of the proposed tower compound area, from the south-adjoining area, facing north.





Photo 3: View of the proposed tower area, from the west-adjoining area, facing east.



Photo 4: View of the east-adjoining area, from the proposed tower compound area, facing east.





Photo 5: View of the south-adjoining area, from the proposed tower compound area, facing south.



Photo 6: View of the west-adjoining area, from the proposed tower compound area, facing west.

# **Fierracon**



**Photo 7:** View of the north-adjoining area and access road, from the proposed tower compound area, facing north.



Photo 8: View of the former radio shack located on the west-adjoining area from the access road.





Photo 9: General view of the access road from the central portion of the access road, facing north.



Photo 10: General view of the access road, from the northern portion of the access road, facing north.

# Fierracon



Photo 11: General view of the access road, from the Baseline Lane right-of-way, facing south.

APPENDIX F

RESUMES

## Trevor M. Farrell, G.I.T. Senior Staff Geologist

## **PROFESSIONAL EXPERIENCE**

Mr. Farrell is a Staff Geologist in our Portland, Oregon office. He performs environmental projects, including environmental due diligence and industrial hygiene projects such as Phase I Environmental Site Assessments (ESAs), Limited Site Investigations (LSIs), and hazardous building material surveys. His experience in conducting environmental projects includes commercial, residential, industrial, and agricultural project sites involving property acquisitions, redevelopments, and renovations. Mr. Farrell meets the definition of an Environmental Professional (EP) as defined by ASTM E 1527-21. Mr. Farrell is a registered Geologist-in-Training in Oregon.

## **PROJECT EXPERIENCE**

## Umpqua Bank Phase I ESAs – Oregon and Washington

Mr. Farrell has performed multiple Phase I ESAs for Umpqua Bank for proposed real estate transactions or loans at properties located in Oregon and Washington. Project sites include commercial, industrial, and undeveloped sites.

### Chick-fil-A, Inc. Phase I ESAs – Oregon

Mr. Farrell has performed multiple Phase I ESA for Chick-fil-A, Inc. for proposed real estate transactions of commercial and residential properties in Oregon. Project sites include commercial and undeveloped sites.

#### Food Processing Facility Phase I ESA – Portland, Oregon

Mr. Farrell has managed and performed a Phase I ESA for a food product processing and packaging facility in Portland, Oregon. The site was an approximately 8-acre property with an over 100-year history that included two historical fueling stations with underground storage tanks and a historical automotive repair operation.

## Manufacturing Facility LSI – Beaverton, Oregon

Mr. Farrell managed and was the primary field technician for an LSI at a manufacturing facility. The investigation was performed to evaluate potential chlorinated solvent contamination from manufacturing operations at the site. The investigation included direct push borings, soil and groundwater sample collection, and sub-slab vapor sampling.

## Manufacturing Facility LSI – Eugene, Oregon

Mr. Farrell was the primary field technician for an LSI at a manufacturing facility. The investigation was performed to evaluate potential abandoned underground storage tanks and petroleum contamination from current manufacturing operations as well as historical lumber mill operations on the site. The investigation included a ground penetrating radar survey, direct push borings, and soil and groundwater sample collection.

## Former Gault Middle School Hazardous Building Material Survey – Tacoma, Washington\*

Mr. Farrell managed and performed a hazardous building material survey at the former Gault Middle School in advance of a proposed redevelopment of a former middle school in Tacoma, Washington. The survey included inspection for ACM, lead-based paint, and PCBs at five buildings.

#### **EDUCATION**

Bachelor of Science, Geology, University of Oregon, Eugene, OR

#### REGISTRATIONS

Registered Geologist-in-Training: Oregon No. T2872

#### CERTIFICATIONS

Certified AHERA Building Inspector

Certified AHERA Management Planner

Certified Oregon Health Authority Lead-Based Paint Risk Assessor

Certified Oregon Construction Contractors Board Lead-Based Paint Risk Assessor

#### **PROFESSIONAL TRAINING**

OSHA 40-hour Health & Safety

#### WORK EXPERIENCE

Terracon, Staff Geologist,

2021-2024

Senior Staff Geologist, 2024-Present

Intertek-PSI, Staff Scientist, 2018-2021

Martin S. Burck Associates, Assistant Project Scientist, 2016-2017

\*work performed prior to joining Terracon

# Matt Wheaton, L.G., P.E.

## **Environmental Department Manager**

## **PROFESSIONAL EXPERIENCE**

Mr. Wheaton is Terracon's Seattle (Mountlake Terrace) office Environmental Department Manager. His duties include the management of all phases of environmental site assessments (ESAs), business environmental risk reviews, site characterizations, and National Environmental Policy Act (NEPA) compliance assessments for wireless telecommunications providers. He also performs technical review of all environmental service projects in the Seattle office. Over the course of his 20 years of professional environmental and geotechnical engineering experience, Mr. Wheaton has performed site characterizations of soil, groundwater, and soil gas for regulatory compliance, and for remediation design projects throughout North America.

## **PROJECT EXPERIENCE**

## **Environmental Site Assessments (ESAs)**

Mr. Wheaton has managed and performed hundreds of ESAs nationwide for industrial, commercial, residential, and agricultural properties. He manages long-term national accounts for financial institutions (equity and loan portfolios), real estate investment trusts, developers, and other real property owners. Mr. Wheaton fully understands facility operating systems; state and federal regulations; and fate and transport of chemicals through air, soil, vapor, surface water, and groundwater. He has extensive experience and expertise in the performance of ESAs under the All Appropriate Inquiry rules (ASTM E1527), and meets the requirements of an Environmental Professional as defined by this rule.

## Limited Subsurface Investigations (LSIs)

Mr. Wheaton has managed and performed hundreds of LSIs throughout Washington, Oregon, Idaho, Alaska, Nevada and California. He has investigated environmental conditions in soils and groundwater because of releases from a variety of sources, including service stations, dry cleaners, and a wide range of industrial and manufacturing operations.

## **Remedial Investigation/Remedial Action**

Mr. Wheaton has managed numerous Remedial Investigation (RI) and Remedial Action (RA) projects in Washington State, either through an Independent Remedial Action or in coordination with the Washington State Department of Ecology's Voluntary Cleanup Program (VCP) and the Pollution Liability Insurance Agency's (PLIA) Petroleum Technical Assistance Program (PTAP). He has significant expertise in the collection and interpretation of data to pursue closure through the Washington and Oregon State VCP and PTAP programs. Mr. Wheaton has provided oversight on RA projects utilizing multiple cleanup remedies, including in-situ chemical oxidation, the installation of granular activated carbon, zero-valent iron injections, and large-scale dig-and-haul methods on a variety of industrial and commercial properties.

#### EDUCATION

Master of Science, Civil and Environmental Engineering, 2006, University of Maryland

Bachelor of Science, Geology, 1996, Colorado State University

#### REGISTRATIONS

Licensed Geologist: Washington, 2010, No. 2872

Registered Geologist: Oregon, 2011, No. G2323

Licensed Professional Engineer: Washington, 2017, No. 55647

Washington State Department of Ecology Registered Site Assessor, May 2008

#### CERTIFICATIONS

OSHA 40-Hour Hazardous Waste Site Operations

EPA approved AHERA Building Inspector (License # 00-0076)

#### WORK HISTORY

Terracon Consultants, Inc., Seattle, Washington, Environmental Dept. Manager, 2012 – Present; Sr. Project Manager, 1997 – 2012

## **APPENDIX G**

## **ENVIRONMENTAL REGULATORY DATABASE REPORT**

## **Marley Creek**

Baseline Lane LA Grande, OR 97850

Inquiry Number: 7952176.1s April 09, 2025

# The EDR Radius Map<sup>™</sup> Report with GeoCheck®



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

FORM-LBC-KXG

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*Thank you for your business.* Please contact EDR at 1-800-352-0050 with any questions or comments.

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# Target Property Address: BASELINE LANE LA GRANDE, OR 97850

#### Click on Map ID to see full detail.

## MAP

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	STAGE STOP SERVICE S	49504 HIGHWAY 244	EDR Hist Auto	Lower	1981, 0.375, West
A2		MM 30,5	SPILLS	Lower	2368, 0.448, WSW
A3		HWY 244, MP 30.5	SPILLS	Lower	2368, 0.448, WSW

## **OVERVIEW MAP - 7952176.1S**



- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

Indian Reservations BIA Special Flood Hazard Area (1%) 0.2% Annual Chance Flood Hazard National Wetland Inventory State Wetlands

Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

ADDRESS: Baseline Lane CC LA Grande OR 97850 INC	LIENT: Terracon ONTACT: Trevor Farrell IQUIRY #: 7952176.1s ATE: April 09, 2025 10:30 am

## **DETAIL MAP - 7952176.1S**



- M Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites



Indian Reservations BIA Areas of Concern Special Flood Hazard Area (1%) 0.2% Annual Chance Flood Hazard National Wetland Inventory State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

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SITE NAME: Marley Creek	CLIENT: Terracon
ADDRESS: Baseline Lane	CONTACT: Trevor Farrell
LA Grande OR 97850	INQUIRY #: 7952176.1s
LAT/LONG: 45.237797 / 118.447225	DATE: April 09, 2025 10:31 am

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Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	<u>1/2 - 1</u>	> 1	Total Plotted
STANDARD ENVIRONMEN	ITAL RECORDS	1						
Lists of Federal NPL (S	uperfund) site	s						
NPL Proposed NPL NPL LIENS	1.000 1.000 0.250		0 0 0	0 0 0	0 0 NR	0 0 NR	NR NR NR	0 0 0
Lists of Federal Deliste	d NPL sites							
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites su CERCLA removals and		ers						
FEDERAL FACILITY SEMS	1.000 0.500		0 0	0 0	0 0	0 NR	NR NR	0 0
Lists of Federal CERCL	A sites with N	FRAP						
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA i undergoing Corrective								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA	TSD facilities							
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA	generators							
RCRA-LQG RCRA-SQG RCRA-VSQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional co engineering controls re								
LUCIS US ENG CONTROLS US INST CONTROLS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	0.250		0	0	NR	NR	NR	0
Lists of state- and triba hazardous waste facilit								
CRL ECSI	1.000 1.000		0 0	0 0	0 0	0 0	NR NR	0 0
Lists of state and tribal and solid waste disposi								
SWF/LF	0.500		0	0	0	NR	NR	0
Lists of state and tribal	leaking storag	ge tanks						
LUST	0.500		0	0	0	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	<u>1/2 - 1</u>	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
Lists of state and tribal	registered sto	orage tanks						
FEMA UST UST AST INDIAN UST	0.250 0.250 0.250 0.250		0 0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 0 0 0
State and tribal institution control / engineering co		s						
ENG CONTROLS INST CONTROL	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal	voluntary clea	anup sites						
INDIAN VCP VCP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal	brownfield sit	tes						
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONME	NTAL RECORD	<u>s</u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Waste Disposal Sites	Solid							
HIST LF SWRCY INDIAN ODI DEBRIS REGION 9 IHS OPEN DUMPS	0.500 0.500 0.500 0.500 0.500		0 0 0 0	0 0 0 0	0 0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
Local Lists of Hazardou Contaminated Sites	s waste /							
US HIST CDL AOCONCERN CDL US CDL	TP 1.000 TP TP		NR 0 NR NR	NR 0 NR NR	NR 0 NR NR	NR 0 NR NR	NR NR NR NR	0 0 0 0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency	Release Repo	orts						
SPILLS OR HAZMAT	0.500 0.250		0 0	0 0	2 NR	NR NR	NR NR	2 0
Other Ascertainable Red	cords							
RCRA NonGen / NLR DOD	TP 0.500		NR 0	NR 0	NR 0	NR NR	NR NR	0 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	ŏ
TSCA	0.250		0	õ	NR	NR	NR	ŏ
TRIS	0.250		0	õ	NR	NR	NR	õ
RMP	TP		NR	NR	NR	NR	NR	ŏ
PRP	TP		NR	NR	NR	NR	NR	õ
ICIS	TP		NR	NR	NR	NR	NR	Ō
FTTS	0.250		0	0	NR	NR	NR	0
MLTS	0.250		0	0	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	0.500		0	0	0	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
USAIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS ABANDONED MINES	TP TP		NR	NR	NR	NR	NR	0
FINDS	0.250		NR 0	NR 0	NR NR	NR NR	NR NR	0 0
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	ŏ
PFAS NPL	0.250		Õ	Õ	NR	NR	NR	Õ
PFAS FEDERAL SITES	0.250		Ō	Ō	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS PROJECT	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAIN	0.250		0	0	NR	NR	NR	0
PFAS PT 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
	0.250		0	0	NR 0	NR	NR	0
UST FINDER RELEASE	0.500 0.250		0 0	0	NR	NR NR	NR NR	0 0
E MANIFEST PFAS	0.250		0	0 0	NR	NR	NR	0
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
ARS	0.230 TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.500		Õ	Õ	Õ	NR	NR	Õ

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Enforcement	TP		NR	NR	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
HSIS	0.250		0	0	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
LUST HOT	0.500		0	0	0	NR	NR	0
TANK HOT DECOM	0.250		0	0	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
	0 500		0	0	0			0
EDR MGP EDR Hist Auto	0.500 0.500		0 0	0 0	0	NR NR	NR NR	0 1
EDR Hist Cleaner	0.500		0	0	0	NR	NR	0
	0.000		U	0	0			0
EDR RECOVERED GOVER	NMENT ARCHIV	/ES						
Exclusive Recovered G	ovt. Archives							
RGA HWS	1.000		0	0	0	0	NR	0
RGA LF	0.500		0	0	0	NR	NR	0
RGA LUST	0.500		0	0	0	NR	NR	0
- Totals		0	0	0	3	0	0	3

#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database
Map ID	MAP FINDINGS		
Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
1 West 1/4-1/2 0.375 mi. 1981 ft.	STAGE STOP SERVICE STATION EL 49504 HIGHWAY 244 LA GRANDE, OR 97850	R Hist Auto	1021257465 N/A
Relative: Lower	EDR Hist Auto		
Actual: 3537 ft.	Year:Name:Type:2011STAGE STOP SERVICE STATIONGasoline Service Stations2012STAGE STOP SERVICE STATIONGasoline Service Stations2013STAGE STOP SERVICE STATIONGasoline Service Stations2014STAGE STOP SERVICE STATIONGasoline Service Stations		
A2 WSW 1/4-1/2 0.448 mi.	MM 30,5 UKIAH, OR 97850	SPILLS	S118186797 N/A
2368 ft.	Site 1 of 2 in cluster A		
Relative: Lower Actual: 3540 ft.	OR SPILLS:Name:Not reportedAddress:MM 30,5City,State,Zip:UKIAH, OR 97850Facility ID:2010-2258Incident Status:ArchiveMaterial:Not reportedQuantity:Not reportedUnit of Measure:Not reportedRelease Date:09/22/2010Description:vehicle rollover to streamLat/Long:45.2359 / -118.4564Source:Motor Vehicle - PrivateMedia:Not reported		
A3 WSW 1/4-1/2 0.448 mi.	HWY 244, MP 30.5 UKIAH, OR 97880	SPILLS	S107151324 N/A
2368 ft. Relative:	Site 2 of 2 in cluster A OR SPILLS:		
Actual: 3540 ft.	Name:Not reportedAddress:HWY 244, MP 30.5City,State,Zip:UKIAH, OR 97880Facility ID:2005-2156Incident Status:ArchiveMaterial:Diesel fuelQuantity:150Unit of Measure:GallonsRelease Date:09/11/2005Description:Hay truck crash causing spill of up to 150 gallons of diesel to roadside and Meadowbrook Creek. LaGrande Fire Dept. on scene, they spread hay on water to absorb oil. Oil dissipated, and considered non-recoverable. ODOT to arrange cleanup of soil.Lat/Long:45.2359 / -118.4564Source:Motor Vehicle - Commercial Media:Media:Coding for the PS/BC Oil Spill Database		

Map ID Direction Distance Elevation Site

Database(s)

EDR ID Number EPA ID Number

S107151324

### (Continued)

Responsible Address: 36211 Ritter Rd Responsible City,St,Zip: Long Creek, OR 97856-7010

Name: Address: City,State,Zip: Facility ID:	Not reported HWY 244, MP 30.5 UKIAH, OR 97880 2005-2156
Incident Status:	
Material:	Diesel fuel
Quantity:	150
Unit of Measure:	Gallons
Release Date:	09/11/2005
Description:	Hay truck crash causing spill of up to 150 gallons of diesel to roadside and Meadowbrook Creek. LaGrande Fire Dept. on scene, they spread hay on water to absorb oil. Oil dissipated, and considered non-recoverable. ODOT to arrange cleanup of soil.
Lat/Long:	45.2359 / -118.4564
Source:	Motor Vehicle - Commercial
Media:	Non-saturated soil, rock, etc.
Responsible Address: 36211 Ritter Rd	
Responsible City	St,Zip: Long Creek, OR 97856-7010
Name: Address: City,State,Zip:	Not reported HWY 244, MP 30.5 UKIAH, OR 97880
,, <b>-</b> ,,,,	

Address:	HWY 244, MP 30.5			
City,State,Zip:	UKIAH, OR 97880			
Facility ID:	2005-2156			
Incident Status:	Archive			
Material:	Diesel fuel			
Quantity:	150			
Unit of Measure:	Gallons			
Release Date:	09/11/2005			
Description:	Hay truck crash causing spill of up to 150 gallons of diesel to			
	roadside and Meadowbrook Creek. LaGrande Fire Dept. on scene, they			
	spread hay on water to absorb oil. Oil dissipated, and considered			
	non-recoverable. ODOT to arrange cleanup of soil.			
Lat/Long:	45.2359 / -118.4564			
Source:	Motor Vehicle - Commercial			
Media:	Not reported			
Responsible Address: 36211 Ritter Rd				
Responsible City, St, Zip: Long Creek, OR 97856-7010				

	Database(s)	
	Site Address	
~	s	
ORPHAN SUMMARY		
ORPH,		-
	Site Name	NO SITES FOUND
		ON N
	EDR ID	
records.		
Count: 0 records.	City	

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St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
OR		Oregon Title V Facility Listing	Department of Environmental Quality	12/17/2024	12/27/2024	03/17/2025
OR	AOC COL	Columbia Slough	City of Portland Environmental Services	08/10/2005	05/17/2006	06/16/2006
OR	AOC MU	East Multnomah County Area	City of Portland Environmental Services	01/01/2002	10/07/2002	10/22/2002
OR	AQUEOUS FOAM	AFFF Contamination Site Listing	Department of Environmental Quality	04/09/2024	04/12/2024	07/10/2024
OR	AST	Aboveground Storage Tanks	Office of State Fire Marshal	10/21/2024	10/23/2024	01/10/2025
OR	BROWNFIELDS	Brownfields Projects	Department of Environmental Quality	08/28/2024	12/12/2024	12/27/2024
OR		Uninhabitable Drug Lab Properties	Department of Consumer & Business Services	10/28/2024	10/30/2024	01/24/2025
OR	CDL 2	Clandestine Drug Lab Site Listing	Oregon State Police	10/01/2024	10/23/2024	01/10/2025
OR	COAL ASH	Coal Ash Disposal Sites Listing	Department of Environmental Quality	12/31/2023	03/20/2024	06/12/2024
OR	-	Confirmed Release List and Inventory	Department of Environmental Quality	04/16/2024	05/09/2024	08/05/2024
OR	DRYCLEANERS	Drycleaning Facilities	Department of Environmental Quality	07/22/2024	07/23/2024	10/14/2024
OR	ECSI	Environmental Cleanup Site Information System	Department of Environmental Quality	04/16/2024	09/11/2024	11/26/2024
OR			Department of Environmental Quality	12/09/2024	12/09/2024	02/27/2025
OR	ENG CONTROLS	Engineering Controls Recorded at ESCI Sites	Department of Environmental Quality	04/16/2024	09/11/2024	11/26/2024
OR	FIN ASSURANCE 1	Financial Assurance Information Listing	Department of Environmental Quality	02/06/2024	02/28/2024	05/22/2024
OR	FIN ASSURANCE 2	Financial Assurance Information Listing	Department of Environmental Quality	12/03/2024	12/04/2024	03/03/2025
OR	HAZMAT	Hazmat/Incidents	State Fire Marshal's Office	10/01/2024	10/23/2024	01/10/2025
OR	HIST LF	Old Closed SW Disposal Sites	Department of Environmental Quality	04/01/2000	07/08/2003	07/18/2003
OR	HSIS	Hazardous Substance Information Survey	State Fire Marshal's Office	10/21/2024	10/23/2024	01/10/2025
OR	INST CONTROL	Institutional Controls Recorded at ESCI Sites	Department of Environmental Quality	04/16/2024	09/11/2024	11/26/2024
OR	LUST	Leaking Underground Storage Tank Database	Department of Environmental Quality	02/10/2025	02/12/2025	02/25/2025
OR	LUST HOT	Heating Oil Tank Clean-up Sites Listing	Department of Environmental Quality	10/30/2024	10/30/2024	11/13/2024
OR	NPDES	Wastewater Permits Database	Department of Environmental Quality	01/28/2025	01/29/2025	02/10/2025
OR		Manifest Information	Department of Environmental Quality	12/31/2020	07/28/2021	10/21/2021
OR	PFAS	PFAS Site Contamination Listing	Department of Environmental Quality	08/26/2024	10/11/2024	01/03/2025
OR	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department of Environmental Quality		07/01/2013	01/03/2014
OR	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Environmental Quality		07/01/2013	01/13/2014
OR	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department of Environmental Quality		07/01/2013	12/27/2013
OR		Spill Data	Department of Environmental Quality	12/19/2024	12/23/2024	03/07/2025
OR	SWF/LF	Solid Waste Facilities List	Department of Environmental Quality	07/26/2024	07/29/2024	10/14/2024
OR	SWRCY	Recycling Facility Location Listing	Department of Environmental Quality	11/18/2024	11/18/2024	02/10/2025
OR	TANK HOT DECOM	Heating Oil Tank Clean Decommissioning Sites Listing	Department of Environmental Quality	11/04/2024	11/05/2024	01/24/2025
OR	UIC	Underground Injection Control Program Database	Department of Environmental Quality	12/12/2024	12/16/2024	03/07/2025
OR	UST	Underground Storage Tank Database	Department of Environmental Quality	11/04/2024	11/05/2024	01/24/2025
OR		Voluntary Cleanup Program Sites	DEQ	12/26/2024	12/27/2024	03/18/2025
SN	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
SN	ABANDONED MINES	Abandoned Mines	Department of Interior	12/10/2024	12/11/2024	02/18/2025
SN	AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SN	BIOSOLIDS	ICIS-NPDES Biosolids Facility Data	Environmental Protection Agency	01/12/2025	01/14/2025	03/20/2025
SN	BRS	Biennial Reporting System	EPA/NTIS	12/31/2023	02/19/2025	03/07/2025
SU	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2023	10/16/2024	01/14/2025
SU	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
SU	CORRACTS	Corrective Action Report	EPA	02/17/2025	02/19/2025	03/06/2025
SN	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
SU	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
SN	DOD	Department of Defense Sites	NSGS	06/07/2021	07/13/2021	03/09/2022
NS	DOT OPS	Incident and Accident Data	Department of Transporation, Office of Pipeli	10/04/2024	10/16/2024	12/06/2024

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s	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
SU	Delisted NPL	National Priority List Deletions	EPA	12/19/2024	01/02/2025	01/21/2025
SU	E MANIFEST	Hazardous Waste Electronic Manifest System	Environmental Protection Agency	02/17/2025	02/19/2025	03/14/2025
SU	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/21/2024	12/27/2024	01/10/2025
SU	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR. Inc.			
SU	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR. Inc.			
SU	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
SU	EPA WATCH LIST	EPA Watch List	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
SU	ERNS	Emergency Response Notification System	National Response Center, United States Coast	12/03/2024	12/11/2024	02/18/2025
SU	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	11/20/2024	12/18/2024	12/20/2024
SU	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
SU	FEMA UST	Underground Storage Tank Listing	FEMA	08/12/2024	10/30/2024	01/14/2025
SU	FINDS	Facility Index System/Facility Registry System	EPA	11/11/2024	11/20/2024	02/18/2025
SU	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
SU	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
SN	FUELS PROGRAM		EPA	11/08/2024	11/08/2024	01/14/2025
SU	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	03/03/2023	03/03/2023	06/09/2023
SU	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
SU	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
SU	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
SU	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	02/07/2024	11/13/2024	11/19/2024
SU	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	01/07/2025	01/16/2025	04/07/2025
SU	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	01/07/2025	01/16/2025	04/07/2025
SU	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
SN	INDIAN RESERV		nses	12/31/2014	07/14/2015	01/10/2017
SN	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	11/08/2024	01/16/2025	04/07/2025
SU	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	01/07/2025	01/16/2025	04/07/2025
SU	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	11/18/2024	01/16/2025	04/07/2025
SU	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	10/15/2024	01/16/2025	04/07/2025
SU	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
SU	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
SU	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	12/19/2024	01/02/2025	01/21/2025
SU	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
SU	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	12/19/2024	01/02/2025	01/21/2025
SU	LUCIS	Land Use Control Information System	Department of the Navy	11/11/2024	11/25/2024	02/18/2025
SU	MINES MRDS	Mineral Resources Data System	NSGS	06/04/2024	11/22/2024	02/18/2025
SU	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	02/19/2025	02/21/2025	03/20/2025
SU	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	10/12/2024	10/17/2024	11/19/2024

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St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
SU	NPL	National Priority List	EPA	12/19/2024	01/02/2025	01/21/2025
SU	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
SN	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020
SU	PCS	Permit Compliance System	EPA, Office of Water	12/16/2016	01/06/2017	03/10/2017
SU	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
SN	PFAS ATSDR	PFAS Contamination Site Location Listing	Department of Health & Human Services	06/24/2020	03/17/2021	11/08/2022
SN	PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SU	PFAS ECHO FIRE TRAIN	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SN	PFAS FEDERAL SITES	Federal Sites PFAS Information	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SU	PFAS NPDES	Clean Water Act Discharge Monitoring Information	Environmental Protection Agency	12/30/2024	01/02/2025	01/14/2025
SU	PFAS NPL	Superfund Sites with PFAS Detections Information	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SU	PFAS PROJECT	NORTHEASTERN UNIVERSITY PFAS PROJECT	Social Science Environmental Health Research	05/19/2023	04/05/2024	06/06/2024
SU	PFAS PT 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SU	PFAS RCRA MANIFEST	PFAS Transfers Identified In the RCRA Database Listing	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SU	PFAS TRIS	List of PFAS Added to the TRI	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SN	PFAS TSCA	PFAS Manufacture and Imports Information	Environmental Protection Agency	12/30/2024	01/02/2025	01/10/2025
SN	PFAS WQP	Ambient Environmental Sampling for PFAS	Environmental Protection Agency	12/13/2024	01/02/2025	01/10/2025
SN	PRP	Potentially Responsible Parties	EPA	02/26/2025	03/03/2025	04/07/2025
SN	Proposed NPL	Proposed National Priority List Sites	EPA	12/19/2024	01/02/2025	01/21/2025
SU	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
SU	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SN	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SU	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SN	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SN	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SU	RMP	Risk Management Plans	Environmental Protection Agency	01/01/2025	01/17/2025	04/07/2025
SN	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	07/30/2021	02/03/2023	02/10/2023
SU	SEMS	Superfund Enterprise Management System	EPA	12/19/2024	01/02/2025	01/21/2025
SU	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	12/19/2024	01/02/2025	01/21/2025
SU	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2023	02/11/2025	02/18/2025
SU	TSCA	Toxic Substances Control Act	EPA	12/31/2020	06/14/2022	03/24/2023
SU	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (	EPA	10/12/2016	10/26/2016	02/03/2017
SU	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
SU	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	09/09/2024	09/11/2024	12/06/2024
SU	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	05/20/2024	08/19/2024	10/09/2024
NS	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	11/04/2024	11/15/2024	02/11/2025
SU	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	02/17/2025	02/19/2025	03/06/2025
SU	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	05/20/2024	08/19/2024	10/09/2024
NS	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	11/04/2024	11/15/2024	02/11/2025
N	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	02/03/2025	02/18/2025	03/20/2025
SN	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	NSGS	05/02/2024	08/20/2024	10/09/2024
SU	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
מ כ	UST FINDER	UST Finder Database	Environmental Protection Agency	06/08/2023	10/04/2023	01/18/2024
n N	UST FINDER RELEASE	UST FINGET Releases Datapase Linevninded Ordnance Stree	Environmental Protecton Agency Denartment of Defense	06/08/2023 09/06/2023	10/31/2023	01/18/2024 12/11/2023
)				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		

	Government Agency	Gov Date	Gov Date Arvl. Date Active Date	Active Date
	Department of Environmental Conservation	12/31/2019	11/30/2023	12/01/2023
	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
Sensitive Receptor: AHA Hospitals	American Hospital Association. Inc.			
Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
Sensitive Receptor: Nursing Homes	National Institutes of Health			
Sensitive Receptor: Public Schools	National Center for Education Statistics			
Sensitive Receptor: Private Schools	National Center for Education Statistics			
Sensitive Receptor: Child Care Listings	Employment Department			
100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
National Wetlands Inventory	U.S. Fish and Wildlife Service			
	Oregon Geospatial Enterprise Office			
Current USGS 7.5 Minute Topographic Map	U.S. Geological Survey			
	Endeavor Business Media			
	Endeavor Business Media			
		Endeavor Business Media	Endeavor Business Media	Endeavor Business Media

### STREET AND ADDRESS INFORMATION

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### **GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM**

### TARGET PROPERTY ADDRESS

MARLEY CREEK BASELINE LANE LA GRANDE, OR 97850

### TARGET PROPERTY COORDINATES

Latitude (North):	45.237797 - 45° 14' 16.07''
Longitude (West):	118.447225 - 118° 26' 50.01''
Universal Tranverse Mercator:	Zone 11
UTM X (Meters):	386406.0
UTM Y (Meters):	5010168.5
Elevation:	3895 ft. above sea level

### USGS TOPOGRAPHIC MAP

Target Property Map:	14887215 MARLEY CREEK, OR
Version Date:	2020
North Map:	14887217 MCINTYRE CREEK, OR
Version Date:	2020

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

- 1. Groundwater flow direction, and
- 2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

### **GROUNDWATER FLOW DIRECTION INFORMATION**

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

### **TOPOGRAPHIC INFORMATION**

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SSW

### SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

### HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

### FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
4102160375B	FEMA Q3 Flood data
Additional Panels in search area:	FEMA Source Type
4102160400B	FEMA Q3 Flood data
NATIONAL WETLAND INVENTORY	
NWI Quad at Target Property MARLEY CREEK	NWI Electronic <u>Data Coverage</u> YES - refer to the Overview Map and Detail Map

### HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### **AQUIFLOW®**

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID Not Reported LOCATION G FROM TP G

GENERAL DIRECTION GROUNDWATER FLOW

### **GROUNDWATER FLOW VELOCITY INFORMATION**

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

### **GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY**

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

### **ROCK STRATIGRAPHIC UNIT**

### **GEOLOGIC AGE IDENTIFICATION**

Volcanic Rocks

Era:	Cenozoic	Category:
System:	Tertiary	
Series:	Miocene volcanic rocks	
Code:	Tmv (decoded above as Era, S	System & Series)

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).



	Baselíne Lane LA Grande OR 97850	CLIENT: Terracon CONTACT: Trevor Farrell INQUIRY #: 7952176.1s DATE: April 09, 2025 10:31 am
L		Copyright © 2025 EDR, Inc. © 2015 TomTom Rel. 2015.

### DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1	
Soil Component Name:	Starkey
Soil Surface Texture:	very stony silt loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 0 inches

	Bou	indary		Classif	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	7 inches	very stony silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
2	7 inches	9 inches	cobbly silty clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Solls.	Not reported	Max: Min:	Max: Min:
3	9 inches	14 inches	very gravelly clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
4	14 inches	18 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:

### Soil Map ID: 2

Soil Component Name:	Gwinly
Soil Surface Texture:	very cobbly silt loam
Hydrologic Group:	Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.
Soil Drainage Class:	Well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 20 inches
Depth to Watertable Min:	> 0 inches

	Soil Layer Information						
	Bou	indary		Classi	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	3 inches	very cobbly silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
2	3 inches	7 inches	very cobbly silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
3	7 inches	16 inches	extremely cobbly clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
4	16 inches	20 inches	unweathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:

### Soil Map ID: 3

Soil Component Name:	Klicker
Soil Surface Texture:	stony silt loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 41 inches
Depth to Watertable Min:	> 0 inches

	Soil Layer Information						
	Bou	indary		Classi	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reactior (pH)
1	0 inches	3 inches	stony silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
2	3 inches	18 inches	very cobbly silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
3	18 inches	33 inches	very cobbly clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:
4	33 inches	37 inches	unweathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: Min:	Max: Min:

### Soil Map ID: 4

Soil Component Name:	Cowsly
Soil Surface Texture:	very stony silt loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Moderately well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 69 inches

	Soil Layer Information						
	Boundary		Classi	fication	Saturated hydraulic		
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	
1	0 inches	18 inches	very stony silt Ioam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1
2	18 inches	42 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1
3	42 inches	59 inches	cobbly clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1

Soil Map ID: 5	
Soil Component Name:	Veazie
Soil Surface Texture:	loam
Hydrologic Group:	Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.
Soil Drainage Class:	Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 153 inches

	Soil Layer Information						
	Βοι	indary		Classi	fication	Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	
1	0 inches	31 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Clean gravels, Poorly Graded Gravel. COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel.	Max: 705 Min: 141	Max: 7.3 Min: 6.6
2	31 inches	59 inches	very gravelly sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Clean gravels, Poorly Graded Gravel. COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel.	Max: 705 Min: 141	Max: 7.3 Min: 6.6

Soil Map ID: 6	
Soil Component Name:	Lookingglass
Soil Surface Texture:	very stony silt loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Moderately well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 69 inches

Soil Layer Information							
Boundary			Classification		Saturated hydraulic		
Layer	Upper Lower		Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	20 inches	very stony silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1
2	20 inches	37 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1
3	37 inches	59 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 7.3 Min: 6.1

Soil Map ID: 7	
Soil Component Name:	Ukiah
Soil Surface Texture:	silty clay loam
Hydrologic Group:	Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.
Soil Drainage Class:	Well drained
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	High
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 0 inches

	1			<sup>r</sup> Information			
Boundary		Indary		Classification		Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	3 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
2	3 inches	22 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
3	22 inches	37 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
4	37 inches	42 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

### WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	0.500
Federal FRDS PWS	Nearest PWS within 0.100 miles
State Database	0.000

### FEDERAL USGS WELL INFORMATION

MAP ID

WELL ID

LOCATION FROM TP

No Wells Found

### FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

		LOCATION
MAP ID	WELL ID	FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

### STATE DATABASE WELL INFORMATION

MAP ID No Wells Found WELL ID

LOCATION FROM TP

### **PHYSICAL SETTING SOURCE MAP - 7952176.1s**



- Water Wells  $\bigotimes$
- Ø Public Water Supply Wells
- Cluster of Multiple Icons

- Oil, gas or related wells .

SITE NAME: Marley Creek	CLIENT: Terracon
ADDRESS: Baseline Lane	CONTACT: Trevor Farrell
LA Grande OR 97850	INQUIRY #: 7952176.1s
LAT/LONG: 45.237797 / 118.447225	DATE: April 09, 2025 10:31 am
	Copyright © 2025 EDR, Inc. © 2015 TomTom Rel. 2015.

### GEOCHECK<sup>®</sup> - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

### AREA RADON INFORMATION

State Database: OR Radon

Radon Test Results

Zipcode	Num Tests	Maximum	Minimum	Average	# > 4 pCi/L
97850	5	3.5	0.8	2.3	0

Federal EPA Radon Zone for UNION County: 2

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Not Reported

### PHYSICAL SETTING SOURCE RECORDS SEARCHED

### **TOPOGRAPHIC INFORMATION**

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

### HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA Telephone: 877-336-2627 Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory Data

Source: Oregon Geospatial Enterprise Office Telephone: 503-378-2166

### HYDROGEOLOGIC INFORMATION

AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

### **GEOLOGIC INFORMATION**

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS) The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS) Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

### PHYSICAL SETTING SOURCE RECORDS SEARCHED

### LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS) This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Data Source: Department of Water Resources Telephone: 503-986-0843

### **OTHER STATE DATABASE INFORMATION**

Oil and Gas Well Locations Source: Department of Geology and Mineral Industries Telephone: 971-673-1540 A listing of oil and gas well locations in the state.

### RADON

State Database: OR Radon Source: Oregon Health Services Telephone: 503-731-4272 Radon Levels in Orgeon

Area Radon Information

Source: USGS Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA Telephone: 703-356-4020 Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

### OTHER

Airport Landing Facilities: Private and public use landing facilities Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

### PHYSICAL SETTING SOURCE RECORDS SEARCHED

### STREET AND ADDRESS INFORMATION

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**APPENDIX H** 

HISTORICAL RESOURCES

Marley Creek Baseline Lane LA Grande, OR 97850

Inquiry Number: 7927309.3 March 17, 2025

### **Certified Sanborn® Map Report**



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

### 03/17/25 Site Name: Client Name: Marley Creek Terracon Terracon Baseline Lane 700 NE 55th Avenue Image: Colspan="2">Client Name: LA Grande, OR 97850 Portland, OR 97213 Image: Colspan="2">Contact: Trevor Farrell

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Terracon were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

### Certified Sanborn Results:

Certification # B748-47C7-935B

**PO #** 82247282

Project Marley Creek

### **UNMAPPED PROPERTY**

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results Certification #: B748-47C7-935B

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

	Library of Congress	
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University Publications of America

EDR Private Collection

The Sanborn Library LLC Since 1866™

### Limited Permission To Make Copies

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Marley Creek Baseline Lane LA Grande, OR 97850

Inquiry Number: 7927309.4 March 17, 2025

### EDR Historical Topo Map Report with QuadMatch™



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

### EDR Historical Topo Map Report

### Site Name:

2014 1984

1964, 1965

### **Client Name:**

Marley Creek Baseline Lane LA Grande, OR 97850 EDR Inquiry # 7927309.4 Terracon 700 NE 55th Avenue Portland, OR 97213 Contact: Trevor Farrell



03/17/25

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Terracon were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:		Coordinates:	Coordinates:		
P.O.#	82247282	Latitude:	45.237797 45° 14' 16" North		
Project:	Marley Creek	Longitude:	-118.447225 -118° 26' 50" West		
-	·	UTM Zone:	Zone 11 North		
		UTM X Meters:	386409.41		
		UTM Y Meters:	5010385.90		
		Elevation:	3893.67' above sea level		
Maps Provid	ded:				
2020					
2017					

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### **Topo Sheet Key**

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### **2020 Source Sheets**





Marley Creek 2020 7.5-minute, 24000

McIntyre Creek 2020 7.5-minute, 24000

### 2017 Source Sheets



Marley Creek 2017 7.5-minute, 24000



McIntyre Creek 2017 7.5-minute, 24000

### **2014 Source Sheets**



Marley Creek 2014 7.5-minute, 24000



McIntyre Creek 2014 7.5-minute, 24000

### **1984 Source Sheets**



Mc Intyre Creek 1984 7.5-minute, 24000 Aerial Photo Revised 1981



Marley Creek 1984 7.5-minute, 24000 Aerial Photo Revised 1981

### Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 1964, 1965 Source Sheets



Mc Intyre Creek 1964 7.5-minute, 24000 Aerial Photo Revised 1957



Marley Creek 1965 7.5-minute, 24000 Aerial Photo Revised 1960



Topographic Map





### Topographic Map





### Topographic Map





1984

### Topographic Map




Topographic Map



# **Marley Creek**

Baseline Lane LA Grande, OR 97850

Inquiry Number: 7952990.3 April 10, 2025

# **The EDR Aerial Photo Decade Package**



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

# EDR Aerial Photo Decade Package

#### Site Name:

#### Client Name:

Marley Creek Baseline Lane LA Grande, OR 97850 EDR Inquiry # 7952990.3 Terracon 700 NE 55th Avenue Portland, OR 97213 Contact: Trevor Farrell



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

#### Search Results:

Year	Scale	Details	Source	
2020	1"=875'	Flight Year: 2020	USDA/NAIP	
2016	1"=875'	Flight Year: 2016	USDA/NAIP	
2012	1"=875'	Flight Year: 2012	USDA/NAIP	
2009	1"=875'	Flight Year: 2009	USDA/NAIP	
2006	1"=875'	Flight Year: 2006	USDA/NAIP	
2001	1"=875'	Acquisition Date: January 01, 2001	USGS/DOQQ	
1994	1"=875'	Acquisition Date: January 01, 1994	USGS/DOQQ	
1981	1"=875'	Flight Date: July 21, 1981	USGS	
1976	1"=875'	Flight Date: August 31, 1976	USGS	
1960	1"=875'	Flight Date: August 06, 1960	USGS	
1957	1"=875'	Flight Date: August 20, 1957	USGS	
1947	1"=875'	Flight Date: October 24, 1947	USGS	

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2020











		0 Feet	875	1750		3500
Project Manager:	Project No: Marley Creek		2012 A	ERIAL PHOTOGRAPH	А	Appendix
Drawn By:	Scale: As Shown	<b>ierracon</b>		Marley Creek		
Checked By:	File Name:	700 NE 55th Avenue		Baseline Lane		C
Approved By:	Date: 2012	Portland, OR 97213		Grande, OR 97850		

E

7952990 page 5 3





0 Feet 875 1750 3500 Project No: Project Manager: 2009 AERIAL PHOTOGRAPH Appendix Marley Creel Drawn By: Scale: Marley Creek As Shown **Baseline Lane** Checked By: File Name: 700 NE 55th Avenue С Portland, OR 97213 LA Grande, OR 97850 Approved By: Date: 2009

2009







0 Feet 875 1750 3500 Project No: Project Manager 2006 AERIAL PHOTOGRAPH Appendix Marley Creel Drawn By: Scale: Marley Creek As Showr **Baseline Lane** Checked By: File Name: 700 NE 55th Avenue С Portland, OR 97213 LA Grande, OR 97850 Date: Approved By: 2006



7952990	3	page	8











		0 Feet	875	1750		3500
Project Manager:	Project No: Marley Creek		1	981 AERIAL P	HOTOGRAPH	Appendix
Drawn By:	Scale: As Shown	<b>erracon</b>		Marley	Creek	
Checked By:	File Name:	700 NE 55th Avenue		Baseline	e Lane	
Approved By:	Date:	Portland, OR 97213		LA Grande,	OR 97850	
	1981					







0 Feet 875 1750 3500 Project Manager: Project No: 1976 AERIAL PHOTOGRAPH Appendix Marley Creel Drawn By: Scale: Marley Creek As Shown **Baseline Lane** Checked By: File Name: 700 NE 55th Avenue С Portland, OR 97213 LA Grande, OR 97850 Date: Approved By: 1976







0 Feet 875 1750 3500 Project No: Project Manager 1960 AERIAL PHOTOGRAPH Appendix Marley Creel Drawn By: Scale: Marley Creek As Shown **Baseline Lane** Checked By: File Name: 700 NE 55th Avenue С Portland, OR 97213 LA Grande, OR 97850 Date: Approved By: 1960







E 0 Feet 875 1750 3500 Project Manager Project No: 1957 AERIAL PHOTOGRAPH Appendix Marley Creel Drawn By: Scale: Marley Creek As Shown **Baseline Lane** Checked By: File Name: 700 NE 55th Avenue С Portland, OR 97213 LA Grande, OR 97850 Date: Approved By: 1957





Portland, OR 97213

Date:

1947

Approved By:

LA Grande, OR 97850

**Marley Creek** Baseline Lane LA Grande, OR 97850

Inquiry Number: 7944821.1 April 04, 2025

# The EDR-City Directory Image Report



6 Armstrong Road Shelton, CT 06484 800.352.0050 www.edrnet.com

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## **SECTION**

**Executive Summary** 

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**City Directory Images** 

*Thank you for your business.* Please contact EDR at 1-800-352-0050 with any questions or comments.

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## **EXECUTIVE SUMMARY**

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities.EDR's City Directory Report includes a search of available business directory data at approximately five year intervals.

#### **RECORD SOURCES**

The EDR City Directory Report accesses a variety of business directory sources, including Haines, InfoUSA, PoIk, Cole, Bresser, and Stewart. Listings marked as EDR Digital Archive access Cole and InfoUSA records. The various directory sources enhance and complement each other to provide a more thorough and accurate report.

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#### **RESEARCH SUMMARY**

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2020		$\square$	EDR Digital Archive
2017		$\overline{\mathbf{A}}$	Cole Information
2014		$\mathbf{\overline{\mathbf{A}}}$	Cole Information
2010	$\overline{\checkmark}$	$\mathbf{\overline{\mathbf{A}}}$	Cole Information
2005	$\overline{\checkmark}$	$\mathbf{\overline{\mathbf{A}}}$	Cole Information
2000		$\mathbf{\overline{\mathbf{A}}}$	Cole Information
1995			Cole Information
1992			Cole Information

## FINDINGS

## TARGET PROPERTY STREET

Baseline Lane LA Grande, OR 97850

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
MEADOW	CREEK RD		
2020	-	EDR Digital Archive	Target and Adjoining not listed in Source
2017	-	Cole Information	Target and Adjoining not listed in Source
2014	-	Cole Information	Target and Adjoining not listed in Source
2010	pg A5	ColeInformation	
2005	pg A7	Cole Information	
2000	-	Cole Information	Target and Adjoining not listed in Source
1995	-	ColeInformation	Target and Adjoining not listed in Source
1992	-	ColeInformation	Target and Adjoining not listed in Source

## **FINDINGS**

## **CROSS STREETS**

<u>Year</u>	<u>CD Image</u>	Source	
BASELINE L	Ν		
2020	pg.A1	EDR Digital Archive	
2017	pg.A2	ColeInformation	
2014	pg.A3	ColeInformation	
2010	pg.A4	ColeInformation	
2005	pg.A6	ColeInformation	
2000	pg.A8	ColeInformation	
1995	-	ColeInformation	Target and Adjoining not listed in Source
1992	-	ColeInformation	Target and Adjoining not listed in Source

**City Directory Images** 

-

<u>Source</u> EDR Digital Archive

# BASELINE LN 2020

53540 DONNA TSIATSOS WILLIAM DONNA WILLIAM TSIATSOS

-

<u>Cross Street</u> ✓ Source Cole Information

# BASELINE LN 2017

53540 DONNA, WILLIAM TRW

Cross Street ✓ Source Cole Information

# BASELINE LN 2014

53540 TSIATSOS, WILLIAM G

-

Cross Street ✓ Source Cole Information

# BASELINE LN 2010

53540 TSIATSOS, WILLIAM G

-



Cross Street

-

Source Cole Information

# MEADOW CREEK RD 2010

57950 OCCUPANT UNKNOWN,

Cross Street ✓ Source Cole Information

# BASELINE LN 2005

53540 TSIATSOS, WILLIAM G

-



Cross Street

-

Source Cole Information

# MEADOW CREEK RD 2005

57958 LARIMORE, LARRY V

Target Street

Cross Street ✓ Source Cole Information

# BASELINE LN 2000

53540 TSIATSOS, WILLIAM

-

count 5165 🖪 Assessr	nent Summary		✓ A	🗸 Account Paid	
Account Taxes Sales Histor	<u>v Value History R</u>	<u>eports</u> <u>Files</u>			
Real Property					
Situs Address 57950 MEADOW CREEK RD + COU	INTY OR				
Martha Addisor					
Mailing Address WILLIAM & DONNA TSIATSOS TRU	IST				
53540 BASELINE LN					
LA GRANDE OR 97850-5101					
Map and Taxlot					
04\$3500-00-01200					
0					
Owner WILLIAM & DONNA TSIATSOS TRU	IST				
Related Accounts					
🕒 Name Ledger 🛛 🖺 Names					

## Assessment

## Assessment Year 2024

## Assessment Summary

	RMV	MAV	AV
Land	\$463,530		
Improvements	\$0		
Total	\$463,530	\$9,120	\$31,820
Account Status	Active		
Size	800.13 Acre(s)		
Property Class	551 - FARM EFU SPCL ASSMT IMF	PROVED	
Legal Description	See Record		

## Improvements

Bldg # Year Built Description Livable Size Stat Class Code Area
---

**APPENDIX I** 

**VERIZON WIRELESS SCOPE OF WORK** 

## **EXHIBIT E-1**

## SCOPE OF WORK 2 ENVIRONMENTAL DUE DILIGENCE SERVICES SOW - AAI PHASE I AND II ENVIRONMENTAL SITE ASSESSMENT FOR VERIZON WIRELESS ONLY

## 1. OVERVIEW

- 1.1. Upon receipt of an Order from an authorized Verizon Wireless representative, Supplier shall conduct Phase I and, if requested, Phase II environmental site assessments of the site location indicated in the Order.
- 1.2. Supplier shall conduct a Phase I Environmental Site Assessment ("Phase I Assessment") and, if requested, Phase II environmental site assessment of the site location indicated in the Order. The Phase I Assessment shall be conducted in accordance with, but not limited to, the requirements set forth in 40 CFR Part 312 – "Standards and Practices for All Appropriate Inquiries", herein referred to as EPA's AAI Rule and ~ASTM Standard E 1527-21 or the most recent version thereof.
- 1.3. In accordance with the EPA's AAI rule, Supplier's representative performing the assessment shall be an EPAdefined and must have the required combination of experience and education ranging from: (1) three (3) years of relevant experience for a professional engineer or geologist or a person who is licensed or certified by a government agency or tribe to perform environmental inquiries; (2) five (5) years of relevant experience for a person with a bachelor's degree in engineering, environmental science, or earth science; or (3) ten (10) years of relevant experience for a person with a bachelor's degree in a field other than engineering, environmental science, or earth science.

## 2. SCOPE OF WORK: PHASE I ENVIRONMENTAL SITE ASSESSMENT

As appropriate and as specified in the Order activities to be performed by Supplier shall include, but not be limited to, the tasks described herein.

## 2.1. Site Reconnaissance

- 2.1.1. In accordance with but not limited to the requirements set forth in 40 CFR Part 312, Supplier shall visually and physically observe and note the uses and conditions of the property and the surrounding area as part of the site reconnaissance. Supplier shall identify and describe:
  - a. based on an area reconnaissance, current and past uses likely to indicate or known to RECs on the property; on adjoining properties; and in the surrounding area.
  - b. degree of obviousness of the presence or likely presence of contamination at the property and the ability to detect the contamination.
  - c. geologic, hydro-geologic, hydrologic and topographic conditions of the property; and of the surrounding area.
  - d. structures on the property (number, size and age).
  - e. roads on or adjoining the property.
  - f. source of potable water on the property.
  - g. sewage disposal system on the property (type and age).
  - h. based on interior and exterior observations of the structures, current and past uses of the subject property. Identify general uses and any that may involve hazardous materials or petroleum products.

If current uses involve hazardous materials or petroleum products identify the type, quantity and storage conditions of those substances.

- i. all aboveground and underground storage tanks, including contents, capacity and age. Identify visible vent pipes, fill pipes, and access ways.
- j. sources of any noxious odors, any pools of liquid, and note any standing surface water.
- k. pools or any pits, cisterns, cesspools or similar receptacles where liquids drain, collect or are stored (sumps) that are likely to contain hazardous substances or petroleum products.
- 1. contents of any drums and other containers.
- m. electrical or hydraulic equipment likely to contain Polychlorinated Biphenyls (PCB)s.
- n. the type of Heating Ventilation Air Conditioning (HVAC) system and fuel source.
- o. any visible stains and/or corrosion on floors, walls or ceilings.
- p. all drains and any pits, cisterns, cesspools or similar receptacles where liquids drain, collect or are stored (e.g., sumps).
- q. pits, ponds and lagoons (open pools likely to contain hazardous substance or petroleum products, particularly if used in connection with waste disposal or waste treatment on the property and on adjoining properties.
- r. stained soil or pavement.
- s. stressed vegetation.
- t. any solid waste disposal on site.
- u. any unnatural fill or grading, particularly fill of unknown origin.
- v. trash or other evidence of solid waste disposal.
- w. any wastewater (including storm water) discharges into a drain, ditch or stream on the property and on adjacent property.
- x. any dry wells, irrigation wells, injection wells, abandoned wells, monitoring wells, supply wells, or other wells.
- y. any on-site septic system or cesspool.
- z. any areas likely to be considered wetlands and state open waters, within a 300-foot radius or greater radius if required by authorities having jurisdiction.
- the location and condition of suspected asbestos-containing materials (ACM) in proximity to the aa. proposed facility (including the building rooftop and/or within interior building spaces and common areas or areas likely to be disturbed by Verizon Wireless' construction and installation activities). In the event disturbance or removal of suspected ACM is likely, Supplier shall supplement visual reconnaissance and conduct asbestos inspections. Supplier shall ensure the asbestos survey complies with the following statutes and regulations in the performance of the work: asbestos as regulated under the Clean Air Act (CAA), the Occupational Safety and Health Act (OSHA), the Toxic Substances Control Act (TSCA), and the Asbestos Hazard Emergency Response Act (AHERA), as well as any local applicable requirements. Supplier shall perform all activities necessary and reasonably achievable in light of the specific facility circumstances to identify and document the presence or absence of ACM within the proposed facility. Supplier's asbestos inspection shall include as much of the following as possible in light of the specific facility circumstances: assess exposure hazards, quantify of the identified ACM, and make site-specific recommendations for ACM removal, encapsulation or enclosure. Supplier shall use well-trained and accredited asbestos inspectors to conduct visual surveys for the presence of ACM and, where reasonably possible, obtain bulk samples of materials suspected of containing asbestos. Suspect ACM include such items as boiler and pipe insulation, acoustical insulation, fire proofing, roofing materials, floor tile, and transite sheet and cement-asbestos siding. Supplier shall analyze the samples using Polarized Light Microscopy (PLM) methods, and also recommend prioritized abatement actions based on the associated health hazard. Procedures and Protocols shall follow EPA and NIOSH recommendations. The Laboratory Services shall be provided by Laboratories that are American Industrial Hygiene Association (AIHA) - Accredited and National Institute of Standards and Technology (NVLAP) - Accredited.

- the location and condition of suspected lead based-paint (LBP) in or in close proximity to the bb. proposed facility or areas likely to be disturbed by construction and installation activities. In the event disturbance or removal of suspected LBP is likely, Supplier shall supplement visual reconnaissance and conduct LBP inspections in such areas. Supplier shall conduct a comprehensive LBP survey of the proposed facility, using accredited persons meeting the inspector training requirements of EPA and all other Federal, State, and local requirements. Supplier shall perform a thorough review of building records to include painting histories and renovation histories, drawings, specifications, past removal actions (when information is available), inspection reports, industrial hygiene data, maintenance records, and reports/findings previously performed surveys and assessments. If based on visual inspections, conditions dictate chip samples be taken, Supplier shall collect the samples necessary and reasonably obtainable in light of the specific facility circumstances, in accordance with EPA and OSHA regulations preventing airborne fiber. All bulk sample analysis shall be conducted by laboratories that are accredited under the National Lead laboratory Accreditation Program (NLLAP) and all applicable State Certifications and Licenses. Bulk samples resulting from the survey shall be managed or disposed of by Supplier in accordance with established federal and state rules and regulations.
- cc. any other unusual conditions that may be of concern.
- dd. with respect to potential mold conditions, any evidence of the following:
  - i. suspected microbial growth on observed components
  - ii. water damage on observed components
  - iii. conditions on observed components conducive to mold growth.

## 2.2. Interviews

- 2.2.1. Supplier shall interview with the owner(s), occupants of neighboring properties who might have information concerning previous uses of the subject property, key site manager(s), as well as occupants of the site to obtain information and documents reflecting uses and conditions of the site. These interviews shall result in the collection of information necessary to achieve the objectives and performance factors of the AAI regulations. The interview process shall include, but not be limited to including the following:
  - a. all items identified in Section 2.1 (SITE RECONNAISSANCE), including past and current history for each item; and
  - b. all documents in connection with the property, including but not limited to:
    - i. prior environmental site assessment reports
    - ii. environmental audit reports
    - iii. environmental permits
    - iv. registrations for underground and above-ground storage tanks
    - v. material safety data sheets
    - vi. community right-to-know plans
    - vii. environmental safety plans
    - viii. geological or hydro-geologic reports
    - ix. notices of violation from government agencies
    - x. notifications and reports regarding hazardous waste generation any proceedings against the property, including but not limited to:
    - xi. pending, threatened or past litigation regarding hazardous substances or petroleum products in, on or from the property.
    - xii. any pending, threatened or past administrative proceedings regarding hazardous substances or petroleum products in, on, or from the property.
    - xiii. any notices from any government entity regarding any possible violation of environmental

Addendum 1 CW2540933 To GSA CW2379520

## VERIZON PROPRIETARY AND CONFIDENTIAL

laws or possible liability relating to hazardous substances.

xiv. Supplier shall note whether the interviewee was forthcoming with information.

## 2.3. Record Search

- 2.3.1. Supplier shall review historical documents and records, such as aerial photographs, fire insurance maps, title documents and land use records. The review must extend as far back in history as it can be shown that the property contained structures or from the time the property was first used for residential, agricultural, commercial, industrial or government purposes.
- 2.3.2. Supplier shall review the building, zoning, planning, sewer, water, fire, environmental and other department records that would have information on or have interest in the property and/or neighboring sites in accordance with the most current AAI regulations.
- 2.3.3. Applicable to transaction involving the purchase of real property: In accordance with 40 CFR 312.28, Supplier shall research and consider the relationship of the purchase price to the value of the property, if the property was not contaminated. Supplier shall review federal, state, tribal and local government records whose actions may affect the subject property and neighboring properties in accordance the most current AAI regulations.
- 2.3.4. Supplier shall review national, state and local (where applicable) Wetlands Inventory Map(s) to determine whether the proposed siting of the facility may impact wetlands, including freshwater, coastal and tidal wetlands and wetland buffer areas or transition areas. For subject properties where potential wetlands or fill activities are suspect, Supplier may supplement research with review of historical aerial photographs for evidence of previous wetlands or fill activities, and development permits of existing structures (when the structure or building is the subject of a proposed purchase transaction) to determine whether wetlands were previously located on the site and if non-permitted fill activities may have occurred.
- 2.3.5. Supplier shall review The National Radon Database developed by the U.S. Environmental Protection Agency (EPA) and any published materials (generally by the state environmental regulatory authority or the state health authority) to identify average radon concentrations for the locale or area and determine the potential for elevated indoor radon levels.
- 2.3.6. Supplier shall conduct a search of registries or publicly available lists of engineering controls and institutional controls within one-half mile of the subject property.
- 2.3.7. Supplier shall utilize the Verizon Wireless-provided information pertaining to the title search of the property.
- 2.3.8. Supplier shall conduct a search of standard environmental record sources in accordance with the most current AAI regulations and ASTM E 1527-21 or the most recent version. The following standard environmental federal, state and tribal record sources shall be reviewed; and additional environmental records sources to enhance and supplement the standard environmental record sources shall be checked in the reasonable judgment of the environmental professional in accordance with ASTM E 1527-21 Section 8.2.2.

RELEVANT STANDARD ENVIRONMENTAL STATE AND TRIBAL DATABASE REFERENCES						
<b>UNDER AAI:</b>	UNDER AAI:					
DATABASE	NAME / DESCRIPTION	RADIUS mi.				
CERCLIS	CERCLIS contains data on potentially hazardous waste sites That have been reported to the USEPA by states, municipalities, Private companies and private persons, pursuant to Section 103 Of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). State- and tribal-equivalent CERCLIS	0.5				

CERCLIS- NFRAP	CERCLA Sites with No Further Remedial Action Planned	0.25
CORRACTS:	Hazardous waste handlers with RCRA corrective action activity.	1.0
ERNS:	Emergency Response Notification System	0.25
FINDS:	Facility Index System	0.25
FTTS	FTTS tracks administrative cases and pesticide enforcement actions and compliance activities under FIFRA, TSCA and EPCRA over the previous five years.	0.25
GW Classification	State's Classification of Groundwater (if available)	Target Property
LUST/LAST	State and tribal Leaking Underground & Aboveground Storage Tank lists	0.5
MLTS	Sites with radioactive materials or subject to NRC licensing requirements	0.25
NPL	National Priorities List (Superfund)	1.0
PWS	Public Water Supply Wells	0.5
RCRIS	Resource Conservation And Recovery Act Information System	0.5
RCRIS- LQG	RCRIS Large Quantity Generator	0.25
RCRIS- SQG	RCRIS Small Quantity Generator	0.25
RCRIS-TSDF	RCRIS Transporters, Storage and Disposal Facilities	0.5
SHWS	State and tribal lists of Hazardous Waste Sites identified for investigation or remediation s	1.0
SPILLS	State Spill Cases	0.5
SPL	State- and tribal-equivalent Priority List	1.0
SWF/LF	State and tribal Landfill Facilities and/or Solid Waste disposal site lists	0.5
TRIS	Toxic Release Inventory System.	0.25
TSCA	Toxic Substances Control Act.	0.25
UST/AST	State and tribal registered Underground & Aboveground Storage Tank lists	0.25
	State and tribal institutional control/engineering control registries	0.5
	State and tribal voluntary cleanup sites	0.5

## 2.3.9. Additional Environmental Records Sources: Types of Records:

- a. Local Brownfield Lists
- b. Local Lists of Landfill/Solid Waste Disposal Sites
- c. Local Lists of Hazardous waste/Contaminated Sites
- d. Local Lists of Registered Storage Tanks
- e. Local Land Records (for AULs)
- f. Records of Emergency Release Reports (42 U.S.C 11004)
- g. Sources:
- h. Department of Health/Environmental Division
- i. Fire Department
- j. Planning Department
- k. Building Permit/Inspection Department
- 1. Local/Regional Pollution Control Agency

- m. Local/Regional Water Quality Agency
- n. Local Electric Utility Companies (for records relating to PCBs)

## 2.4. Report Content

- 2.4.1. In accordance with EPA's AAI Rule and ASTM Standard E 1527-21 or the most recent version, Supplier shall prepare a written report that documents the results of the inquiry and provides the environmental professional's opinion "whether the inquiry has identified conditions indicative of releases or threatened releases." The report must also identify any data gaps in the inquiry, and the environmental professional must comment on the significance of the data gaps with respect to their ability to provide the required opinion.
- 2.4.2. The report shall document each source used, even if a source revealed no findings. Sources shall be sufficiently documented, including name, date request for information was filled, date information provided was last updated by source, the date information was last updated by original source (if provided other than by original source) so as to facilitate reconstruction of the research at a later date.
- 2.4.3. The format of the report shall follow the standard report format as specified in Attachment 1 to Exhibit E1 (PHASE I ESA REPORT FORMAT OF WORK PRODUCT DELIVERABLES).
- 2.4.4. The content of the Phase I report shall comply with the standards of ASTM E 1527-21 or the most recent version and shall include the following:
  - o. Supplier shall include Supplier's statement of qualifications.
  - p. Supplier shall include the scope of work and resumes of the assessors as exhibits or attachments to the individual report.
  - q. Supplier shall list and document all (factual) findings from the site reconnaissance and the interview process as outlined in this scope of services and in accordance with (ASTM E 1527-21 or the most recent version).
  - r. Supplier shall describe all deviations from the practices specified in ASTM E 1527-21 or the most recent version.
  - s. Supplier shall identify methodology for walk over, and describe any limitations to site visit (e.g., physical obstructions and/or access restrictions).
  - t. Supplier shall identify all additional services provided beyond those specified in ASTM E 1527-21 or the most recent version, if any.
  - u. Supplier shall include one of the following paragraphs as the conclusion regarding RECs:
    - i. "We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-21 (or the most recent version) of [insert address or legal description], the property. Any exceptions to, or deletions from, this practice are described in Section [] of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property." OR
    - ii. "We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-21 (or the most recent version) of [insert address or legal description], the property. Any exceptions to, or deletions from, this practice are described in Section [] of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following: [list]
- 2.4.5. Supplier shall provide the environmental professional's opinion "whether the inquiry has identified conditions indicative of releases or threatened releases."
- 2.4.6. Supplier shall provide a written certification statement, signed by the environmental professional, certifying the accuracy and completeness of the environmental site assessment and the Phase I report.

## 2.5. Report Submission

Supplier shall submit an electronic copy of the report in FUZE-SPM (or any alternative Verizon system as advised from time to time by Verizon) as a draft version for review by Verizon or Verizon's authorized agent. After receipt of Verizon's comments, Supplier shall incorporate the comments and submit within the time specified in the Order and submit an electronic copy of the report in FUZE-SPM.

## 3. SCOPE OF WORK: PHASE II ENVIRONMENTAL SITE ASSESSMENT

- 3.1. If authorized by Verizon Wireless, Supplier shall conduct a Phase II Environmental Site Assessment of the site identified in the written Order. All work shall follow the standards outlined in ASTM Standard E 1903-11 or the most recent version, "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process".
- 3.2. The Phase II assessment shall address the conditions described in the Phase I report, which depicts the results of the Phase I Environmental Site Assessment performed in accordance with ASTM Standard E 1527-21 or the most recent version.
- 3.3. As appropriate and as specified in the Order, activities to be performed by Supplier shall include, but not be limited to including the tasks described herein. Work to be performed during the Phase II investigation shall include, but not be limited to including the following:
  - 3.3.1.Prior to conducting any fieldwork, Supplier shall develop a work plan to establish the tasks, standards, and methodologies for completing the Phase II objectives. At a minimum, the work plan shall incorporate the following:
    - a. Known or anticipated distribution of contaminants in soils or groundwater as indicated in the Phase I report
    - b. Proposed assessment activities and methods
    - c. Field sampling plan and laboratory analysis
    - d. Health and safety plan, as required for Verizon Wireless employees
    - e. Work objectives
    - f. Quality assurance/quality control procedures
    - g. Estimated total work cost and fee schedule
    - h. Work schedule
    - i. Project organization including qualifications/resumes of key project personnel
    - j. Site plan showing proposed sampling locations in proximity to RECs and proposed Verizon Wireless improvements
    - k. Address need for formal entry and testing agreement and/or utilities check (as necessary).
- 3.4. After receipt of Verizon or Verizon agent comments, Supplier shall incorporate the comments and submit an electronic copy of the report in FUZE-SPM within the time specified in the Order.
- 3.5. Supplier shall perform the assessment activities in the approved work plan. The method or methods used by Supplier to perform the assessment shall be based on the environmental professional expertise of Supplier.
- 3.6. Assessment activities shall include the collection and evaluation of data, followed by a professional interpretation of the results. The results of the Phase II explorations, sampling, and testing shall be interpreted to determine the significance of the data as it relates to the work plan objective. The data shall also be evaluated to determine whether other sources of contamination or more highly contaminated media may exist at the site that was not previously addressed. This process shall result in the "elimination" or "confirmation" of RECs.
- 3.7. A complete Phase II Report shall be prepared including findings and observations along with recommendations and conclusions. Supplier shall submit an electronic copy of the report in FUZE-SPM as

a draft version for review by Verizon Wireless or Verizon Wireless' agent. After receipt of Verizon Wireless' or Verizon Wireless' agent's comments, Supplier shall incorporate the comments and submit within the time specified in the Order and submit an electronic copy of the report in FUZE-SPM.

Addendum 1 CW2540933 To GSA CW2379520

VERIZON PROPRIETARY AND CONFIDENTIAL

## Attachment 1 to Exhibit E1 PHASE I ESA REPORT FORMAT OF WORK PRODUCT DELIVERABLES

The format of all Phase I reports shall adhere to the following:

- 1. Section 1: Executive Summary
- 2. Section 2: Introduction
  - Reference to Performance of Detailed Scope-of-Work and ASTM Standard Practice E 1527-21 (most current version)
  - Significant assumptions
  - Deviations
  - Limitations and exceptions (Environmental Services Agreement shall be incorporated by reference to Verizon Wireless' identifying contract number.)
  - Special Terms and Conditions (Environmental Services Agreement shall be incorporated by reference to Verizon Wireless' identifying contract number.
  - Statement of User Reliance
- 3. Section 3: Site Description
  - Property location and legal description
  - Site and vicinity general characteristics
  - Current and past uses of the property
  - Descriptions of structures, roads, other improvements on the site (including heating/cooling system, sewage disposal, source of potable water)
  - Current and past uses of adjoining/surrounding properties
  - Geologic, hydrogeologic, hydrologic, and topographic conditions
- 4. Section 4: User provided information (if applicable)
  - Title Records and environmental Liens or Activity and Use Limitations
  - Specialized knowledge
  - Owner, property manager, and occupant information
  - Proposed site design drawings
  - Proposed structure information, including proposed height and foundation depth
  - Other
- 5. Section 5: Site Reconnaissance
  - Methodology and limiting conditions
  - General site setting
  - Exterior observations
  - Interior observations (if applicable to the Project)
  - Asbestos
  - Lead-based paint
  - Mold
- 6. Section 6: Interviews

- Interview with owner(s)
- Interview with neighbors
- Interview with site manager
- Interview with occupants
- Interviews with local government officials
- Interviews with others
- 7. Section 7: Records Review
  - Environmental records sources per Scope of Work
  - Deviations
  - Additional environmental record sources
  - Radon
  - Wetlands
  - Physical setting sources
  - Historical use information on the property
  - Historical use information on adjoining properties
- 8. Section 8: Findings
- 9. Section 9: Conclusions
- 10. Section 10: Opinion and recommendations
- 11. Section 11: Certification Statement. Signatures of Environmental Professional (Any changes to key personnel must be pre-approved by Verizon Wireless' Corporate Environmental Compliance Group.)
- 12. References
  - Appendices
  - Site plan (showing locations of proposed site/leasehold premises/improvements/utilities on the subject property)
  - Site photographs
  - Site (vicinity) map
  - Historical research documentation (aerial photographs, fire insurance maps, historical topographical maps, etc.)
  - Regulatory records documentation
  - Interview documentation
  - Copy of Environmental Services Agreement/Scope of Work

#### AMENDMENT NUMBER ONE (1)

#### ТО

#### ADDENDUM NUMBER ONE (1) (CW2540933)

#### BETWEEN

#### **VERIZON SOURCING LLC**

#### AND

#### **TERRACON CONSULTANTS, INC**

This Amendment Number One (1) ("Amendment 1") to Addendum Number One (1) (CW2540933) ("Addendum 1") between Terracon Consultants, Inc, a Delaware Corporation, with offices at 10841 S Ridgeview Rd, Olathe, Kansas 66061 ("Supplier") and Verizon Sourcing LLC, a Delaware limited liability company, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920 on behalf of itself and for the benefit of its Affiliates ("Verizon") is made and entered into on and as of the date of execution by the last signing Party ("Effective Date").

WHEREAS, Addendum 1 was created as a sub-agreement to the General Service Agreement Number CW2379520 ("Agreement") in order to outline the scope of services and pricing for Network Regulatory Services in the United States; and

WHEREAS, now, legal counsel has provided guidance on the inclusion of specific language regarding PFAS (Per-and Polyfluoroalkyl Substances) into the scope Environmental Due Diligence Services - AAI; Phase I Environmental Site Assessment (SOW 2) ("Exhibit – E1") of the original addendum ("Addendum 1") for greater clarity and compliance.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree to modify the Agreement as follows:

### 1. <u>SCOPE OF AMENDMENT:</u>

The Agreement is hereby updated as follows:

a. Section 2 of Exhibit E-1 (Environmental Due Diligence Services - AAI; Phase I Environmental Site Assessment (SOW 2)) of the addendum 1 is hereby amended to include the following new subsection Section 2.6:

2.6. PFAS Guidelines:

"As mandated by ASTM E1527-21, the standard governing the conduct of Phase I Environmental Site Assessments ("Phase Is"), consultants performing Phase Is for VZW must evaluate the presence or likely presence of PFAS compounds that are

regulated as "hazardous substances" at the subject property. If it is determined that there was a release or likely release of regulated PFAS compounds resulting in the presence of such compounds on the subject property, or that the presence of such compounds on the subject property represents a material threat of a future release, the consultant must clarify this as a Recognized Environmental Condition ("REC"). If it is determined that there might be regulated PFAS present on the subject property with no apparent connection to a release of regulated PFAS compounds, or that non – regulated PFAS compounds may be present on subject property, the consultant should not classify these as RECs, but should provide a narrative provide description of the potential concerns. This narrative description should be included in Phase I, providing the reasoning for the determination and any historical information that supports this conclusion."

## 2. <u>EFFECT OF AMENDMENT:</u>

This Amendment 1 is an integral part of the Agreement. Terms used herein which are defined or specified in the Agreement shall have the meanings set forth therein. If there are any inconsistencies between a specific term or condition of this Amendment 1 and a specific term or condition of the Agreement, the specific term or condition of this Amendment 1 shall control. This Amendment 1 constitutes and embodies the entire agreement by and among the Parties hereto and supersedes all prior oral or written agreements or understandings, if any, among them with respect to the subject matter of this Amendment 1. This Amendment 1 shall not be modified or amended except by a writing signed by authorized representatives of both Parties.

Except as updated and added to hereby, all the other terms, conditions, and provision of the original addendum remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be executed by their duly authorized representatives as of the date set forth below.

TERRACON CONSULTANTS, INC	VERIZON SOURCING LLC
Ву:	Ву: –
Name:	Name:
Title:	Title:
Date:	Date:
	Contract Owner: Nupur N Ajmera