

From: [ODOT](#)
To: [Boren John](#)
Subject: Connect Oregon 2021 Project Grant Application - John Manos
Date: Monday, October 18, 2021 3:03:25 PM
Attachments: [Oregon Tax Certification.pdf](#)
[Portland OR - Agreement of Sale Peninsula Terminal Company\(12149493.1\).pdf](#)
[Secretary of State Business ID.pdf](#)
[Site Plans.pdf](#)
[Road crossing approval.pdf](#)
[Land use review application.pdf](#)

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ODOT

Connect Oregon 2021 Project Grant Application

[View full entry at CognitoForms.com.](#)

Entry Details

APPLICATION ID	Region 1 Rail, Short Line
ENTITY/ORGANIZATION/COMPANY NAME	Peninsula Terminal Company
ADDRESS	11645 N. Force Av., Portland, Ohio 97217
WEBSITE ADDRESS	http://Peninsulaterminal.com
CONTACT PERSON NAME	John Manos
CONTACT PERSON TITLE	President
EMAIL	john@manosco.com
PHONE	(440) 668-7879
AUTHORIZED REPRESENTATIVE	John Manos

NAME, IF DIFFERENT FROM THE
APPLICANT CONTACT

AUTHORIZED REPRESENTATIVE
TITLE

PHONE

EMAIL

ENTITY TYPE

Private

BUSINESS REGISTRY NUMBER

021656-11

PROJECT NAME

Peninsula Terminal Company N. Suttle
Intermodal Yard

CHECK THIS BOX IF THE PROJECT
ADDRESS IS THE SAME AS THE
ADDRESS LISTED ABOVE.

No

PROJECT ADDRESS, (OR NEAREST
STREET INTERSECTION OR
LANDMARK)

4429 NE Suttle Rd., Portland, Oregon 97217

LATITUDE (DEGREES AND DECIMAL)

45.616127

LONGITUDE (DEGREES AND
DECIMAL)

-122.712486

4. MODE

Rail, Short Line

5. CONNECT OREGON REGION

Region 1

6. BRIEF SUMMARY OF PROJECT

Purchase of 7 acres of vacant land zoned heavy industrial to construct an intermodal (rail to truck) terminal yard. Improvements will consist of site preparation (storm water management), a highway-grade crossing on N. Suttle Rd., a 300' lead track with eight turnouts and 1,400 feet of transfer track

7. PROJECT PURPOSE AND

Peninsula Terminal Company (PTC) is a short

DESCRIPTION

line railroad that services industries on N. Marine Dr and N. Suttle Rd.. PTC also operates a bulk product intermodal yard at 11699 N. Force Av. where bulk products shipped from throughout the continental U. S. are transferred from rail cars to tank trailers for last mile delivery to the end users. PTC owns the rail car storage tracks and switches loaded and empty cars from the interchange to the customers transload space. The transfer of product from rail car to tank trailer is performed by third parties. The PTC intermodal yard has been operating at capacity for the past 5 years. Last year PTC reached an agreement with one of its industry customers on N. Suttle Rd. to purchase 7 acres of vacant land. Converting the vacant land into an intermodal yard will allow PTC to increase its intermodal capacity by 35% to better serve the businesses in and around Portland. Prioritizing projects that improve intermodal connectivity, and enhancing freight flows on first-and last- mile connectors at major trade gateways is a strategic goal and objective of the National Freight Strategic Plan. This project will assist Oregon in meeting these goals and is consistent with the Oregon Freight Plan.

8. USEFUL LIFE (YEARS)

According to the depreciation schedules submitted by the Class 1 railroads to the Surface Transportation Board the useful life of rails is 25 years and the useful life of wood ties is 20 years. We anticipate a 20 year year useful life for the rail and ties to be installed at the transload terminal. This is consistent with the age of the rail we have needed to replace in our current terminal yard.

9. Project schedule

HAS THE MILESTONE BEEN MET? Yes

PROJECTED START DATE OF
MILESTONE WORK

PROJECTED MILESTONE
COMPLETION DATE

HAS THE MILESTONE BEEN MET? No

PROJECTED START DATE OF
MILESTONE WORK 10/15/2021

PROJECTED MILESTONE
COMPLETION DATE 2/1/2022

HAS THE MILESTONE BEEN MET? No

PROJECTED START DATE OF
MILESTONE WORK 10/15/2021

PROJECTED MILESTONE
COMPLETION DATE 2/1/2022

HAS THE MILESTONE BEEN MET? No

PROJECTED START DATE OF
MILESTONE WORK 4/1/2022

PROJECTED MILESTONE
COMPLETION DATE 7/1/2022

HAS THE MILESTONE BEEN MET? No

PROJECTED START DATE OF
MILESTONE WORK 7/1/2022

PROJECTED MILESTONE
COMPLETION DATE 8/1/2022

HAS THE MILESTONE BEEN MET? No

PROJECTED START DATE OF
MILESTONE WORK 9/1/2022

PROJECTED MILESTONE
COMPLETION DATE 12/1/2022

10. WILL THE PROJECT'S
CONSTRUCTION SCHEDULE BE No

CONSTRAINED BY ENVIRONMENTAL CONSIDERATIONS (BIRD-NESTING, FISH-SPAWNING SEASONS, TEMPERATURE OR WEATHER)?

11. WHO WAS RESPONSIBLE FOR DETERMINING THE PROJECT SCHEDULE AND WHAT IS THEIR LEVEL OF EXPERTISE? (I.E. CITY OR CONSULTING ENGINEER, CONSTRUCTION PROJECT MANAGER, CITY STAFF, ETC.)

John Manos, the president of PTC, in consultation with the engineers and consultants currently engaged and the contractors that PTC has used for its capital projects in the past. Mr. Manos has 37 years of experience in construction law and has overseen all capital improvement projects undertaken by PTC since 1994.

12. Project property control

IDENTIFY THE METHOD OF CONTROL FOR PROJECT PROPERTY Wholly or partially owned by applicant

13. DESCRIBE ANY PROJECT RISKS OR BARRIERS TO BEING READY FOR CONSTRUCTION AND YOUR PLAN TO ADDRESS THE RISKS/BARRIERS

The 7 acres where the terminal yard is to be constructed is currently part of a 17 acre parcel owned by Eco Services, LLC. We have the property under contract. The only contingency is the City of Portland approving the two-lot division. We have engaged The Brookin Group, LLC to prepare and submit the two-lot division application. The proposed use of the site is consistent with the heavy industrial (IH) base zone and with the street classification of N. Suttle Rd. The only known unknown is how long it will take to get the City to approve the lot split.

14. DESCRIBE YOUR PUBLIC AND STAKEHOLDER ENGAGEMENT PROCESS EFFORTS

N. Suttle Rd. is in the process of being rebuilt by the North Suttle Road Local Improvement District (LID Ord. 188576). PTC is a party to the LID and the street improvements have been designed to allow for rail and vehicle access from N. Suttle Rd. into the transload yard. The Portland Bureau of Transportation supported the highway-rail grade crossing application that was submitted to and approved by the Oregon Department of Transportation (Order No. 51367, ODOT Crossing No. 29A-000.70-C). All adjoining land owners are industries that are currently served by PTC and none have expressed any objection.

15. Public body approvals and permits

STATUS	Completed
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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STATUS	Not applicable
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EXPECTED COMPLETION DATE	
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Any additional specific permits or approvals needed

Item 1

SPECIFIC PERMIT OR APPROVAL NEEDED	City of Portland lot split approval
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STATUS	Materials submitted for approval
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EXPECTED COMPLETION DATE	2/1/2022
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16. Planning and land use

STATUS Completed

EXPECTED COMPLETION DATE

STATUS Completed

EXPECTED COMPLETION DATE

STATUS Completed

EXPECTED COMPLETION DATE

STATUS Not applicable

EXPECTED COMPLETION DATE

STATUS Not applicable

EXPECTED COMPLETION DATE

STATUS Not applicable

EXPECTED COMPLETION DATE

Any additional planning or land use efforts not specified above
Item 1

PLANING/LAND USE EFFORT

STATUS

EXPECTED COMPLETION DATE

17. PLANNING/LAND USE
NARRATIVE

The proposed project is consistent with the IH base zone and with the classification of N. Suttle as being a railroad branch line and a freight street within a freight district. The Land Use Review Application that has been

submitted to the City of Portland - Bureau of Development Services is attached.

18A. BUDGETED AMOUNT: LAND ACQUISITION \$250,000.00

18B. BUDGETED AMOUNT: PERMITS, OTHER PUBLIC BODY APPROVALS (APPLICATION PREPARATION/FEES) \$20,000.00

18C. BUDGETED AMOUNT: DESIGN/ENGINEERING \$15,000.00

18D. BUDGETED AMOUNT: DESIGN/ENGINEERING CONTRACT ADMINISTRATION \$5,000.00

18E. BUDGETED AMOUNT: CONSTRUCTION \$2,830,000.00

18F. BUDGETED AMOUNT: CONSTRUCTION CONTRACT ADMINISTRATION \$0.00

18G. BUDGETED AMOUNT: MISCELLANEOUS \$78,000.00

SUBTOTAL \$3,198,000.00

CONTINGENCY \$78,000.00

TOTAL PROJECT COST \$3,276,000.00

19. WHO WAS RESPONSIBLE FOR DETERMINING THE PROJECT BUDGET AND WHAT IS THEIR LEVEL OF EXPERTISE?

John Manos, the president of Peninsula Terminal Company. Mr. Manos has 37 years of experience as a construction lawyer and developer of industrial sites in Cleveland, Ohio. Mr. Manos supervised the construction of the Peninsula Terminal Company office and locomotive repair facility and the installation of all switch tracks that have been added to the terminal since 1994.

TOTAL PROJECT COST \$3,276,000.00

GRANT REQUEST	\$2,293,200.00
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APPLICANT MATCH (DOLLARS)	\$982,800.00
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APPLICANT MATCH (PERCENT)	30.00%
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21. Please identify each source of matching funds you will use for the project

Item 1

SOURCE	Cash on hand and existing equity line of credit.
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AMOUNT	\$1,000,000.00
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Economic Benefits

22. HOW DOES THE PROJECT REDUCE TRANSPORTATION COSTS FOR OREGON BUSINESSES OR IMPROVE ACCESS TO JOBS AND SOURCES OF LABOR?

Rail transportation is more cost effective than transporting product over the highways. Freight moved by truck generates five times the CO2 per ton mile than freight moved by rail. Product from one tank car will fill 3 1/2 tank trailers. The product PTC receives is shipped from throughout the continental U.S. and then transferred to truck trailers for final delivery to businesses in and around Portland, Oregon. PTC interchanges with the Burlington Northern and Union Pacific railroads which means none of our customers are captive to either of the Class 1 railroads. This allows PTC customers to negotiate favorable line haul rates. The transload yard on N. Suttle Rd will be less than a mile from the North Marine Drive interchange on Interstate 5.

23. WHAT ARE THE SPECIFIC ECONOMIC BENEFITS TO THIS STATE THAT WILL RESULT FROM THIS PROJECT?

This project will allow more Oregon businesses to connect to the national intermodal system. The vast majority of Oregon businesses do not have rail sidings which prevent them from recognizing the cost savings of shipping by rail. We have no empirical evidence that the transfer services PTC provides is a determinate factor for where a company locates. What is known is the diversity of the

PTC transload customer base has increased year over year since 2000 when PTC began providing intermodal service. PTC is a training yard for ODOT railroad inspectors because a greater variety of product moves through the PTC transload terminal than at any other short line in the region.

24. DESCRIBE HOW THE PROJECT PROVIDES A CRITICAL LINK CONNECTING ELEMENTS OF OREGON'S TRANSPORTATION SYSTEM, AND HOW IT WILL MEASURABLY IMPROVE UTILIZATION AND EFFICIENCY OF THE TRANSPORTATION SYSTEM.

see response to questions 22 and 23 above.

25. HOW DOES THE PROJECT IMPROVE OREGON'S TRANSPORTATION SYSTEM EFFICIENCY AND/OR UTILIZATION?

Increases system capacity
Completes one or more gaps in Oregon's transportation system
Removes an existing barrier

EXPLAIN:

The new transfer terminal will allow us to increase our rail car transload capacity from 170 rail cars per month to 250 cars per month by adding additional track space to spot 62 rail cars.

EXPLAIN:

The transload yard will allow more businesses to connect to the interstate railroad system by providing a point of access for transferring product from railroad cars to motor carrier trailers.

EXPLAIN:

The transload yard will allow businesses without a rail siding to connect to the interstate railroad system.

Untitled

26. A) HOW IS SUCCESS MEASURED FOR THIS PROJECT (INCLUDE METHODOLOGY FOR CALCULATION)?

The increase in the number of transload rail cars that we interchange on a monthly or annual basis.

B) WHAT IS THE EXISTING MEASUREMENT TODAY?

2,000 transload rail cars per year.

C) WHAT IS THE ANTICIPATED MEASUREMENT WHEN THE PROJECT IS FULLY OPERATIONAL?

3,000 transload rail cars per year within two years.

27. DOES THE PROJECT IMPROVE AN EXISTING TRANSPORTATION CONNECTION OR ADD A NEW CONNECTION TO AN INDUSTRIAL OREMPLOYMENT CENTER?

Yes

IF YES, CHECK ALL THAT APPLY.

The project improves an existing connection

28. THIS PROJECT IMPROVES OR CREATES ACCESS TO:

Industrial center

NAME OF THE INDUSTRIAL CENTER

Columbia Corridor Business District

29. DOES THE PROJECT IMPROVE SAFETY?

Yes

EXPLAIN. PLEASE NOTE THE NUMBER AND TYPE OF INCIDENTS (FATAL ACCIDENT, INJURY ACCIDENT, PROPERTY-DAMAGE ACCIDENT, CRIME, OROther) WITHIN A SPECIFIED TIMEFRAME.

PTC has no way to document the decrease in truck accidents per mile driven without knowing the distance driving from the product point of origin to the end user. It is a recognized fact that transporting product by rail instead reduces the amount of truck traffic on the highways. A rail tank car carries the equivalent of 3 1/2 tank trailers.

30. DOES THE PROJECT SERVE ONE OR MORE OF OREGON'S STATEWIDE BUSINESS CLUSTERS? CHECK ALL THAT APPLY.

Forestry and Wood Products
Manufacturing
Semiconductors and Electronics Components
Food Processing

PROVIDE DETAIL ON THE BUSINESS CLUSTERS SERVED.

The products we transfer are used by or generated by the business groups checked above.

31. DOES THIS PROJECT BENEFIT THE OREGON ECONOMY BY GENERATING A NET INCREASE IN OR RETENTION OF LONG-TERM JOBS (BEYOND SHORT-TERM CONSTRUCTION JOBS) AND/OR INCREASING PRIVATE INVESTMENT

No

IN OREGON?

32. IS THE PROJECT LOCATED WITHIN 10 MILES OF A SITE FOR MINING OR PROCESSING AGGREGATE THAT IS ALLOWED UNDER ORS 215.213 (2)(D) OR 215.283 (2)(B) ON LAND THAT IS ZONED EXCLUSIVE FARM USE? THIS IS NOT COMMON.

No

33. Additional Considerations

A) HOW DOES THIS PROJECT IMPACT EQUITY CONSIDERATIONS?

The project gives small and disadvantaged businesses the ability to access the national rail system by providing the facility to transfer products between rail and truck. PTC interchanges with both Class 1 railroads which gives small disadvantaged businesses the ability to force the Class 1s to offer their most advantageous pricing.

B) HOW DOES THE PROJECT IMPACT CLIMATE MITIGATION, ADAPTATION AND SUSTAINABILITY CONSIDERATIONS?*

This project will allow businesses in the greater Portland area to import bulk products needed for manufacturing by rail to the PTC transload yard in North Portland. This will reduce the GHG emissions associated with the delivery of product from point of origin. Moving product from truck to rail will also help to reduce the traffic congestion in Portland by limiting the over the road distance that product travels to "last-mile".

34. Maintenance and Operations

WHAT IS THE SOURCE/ARE THE SOURCES OF FUNDS FOR THE CONTINUED MAINTENANCE AND OPERATION OF THE PROJECT FOR THE USEFUL LIFE OF THE PROJECT?

PTC has an interchange tariff that the Burlington Northern and Union Pacific railroads build into their line haul rates. The interchange fee per car is paid to PTC by the Burlington Northern and Union Pacific each month by direct deposit. There are no contingencies to payment. If rail cars are delivered to the project PTC will have the funds to maintain the track within the yard to FRA standards. If no cars are delivered there will be no need for maintenance.

WHAT IS THE STATUS OF THESE FUNDS? Secured (available now)

DESCRIBE THE STEPS REMAINING TO COMMIT MAINTENANCE AND OPERATIONS FUNDING FOR THE USEFUL LIFE OF THE PROJECT? None.

HAVE YOU HAD PREVIOUS CONNECT OREGON GRANT AWARDS? Yes

WHICH CYCLE(S)? Connect Oregon V

WHAT WAS THE TOTAL AWARD? \$311,643.00

35. Documentation

DEPARTMENT OF REVENUE TAX CERTIFICATION Oregon Tax Certification.pdf

LETTERS OF SUPPORT

PROPERTY OWNERSHIP, LAND LEASE/CONTROL Portland OR - Agreement of Sale Peninsula Terminal Company(12149493.1).pdf

SECRETARY OF STATE BUSINESS ID Secretary of State Business ID.pdf

SITE PLANS, IF AVAILABLE Site Plans.pdf

PLANNING/PERMITTING DOCUMENTS Road crossing approval.pdf
Land use review application.pdf

COMMITMENT LETTERS

MISCELLANEOUS

36. Authorizations and Signatures

PLEASE READ AND CHECK ALL BOXES By checking this box, I certify that above-mentioned Applicant Organization supports the proposed project, has the legal authority to pledge matching funds, and has the legal

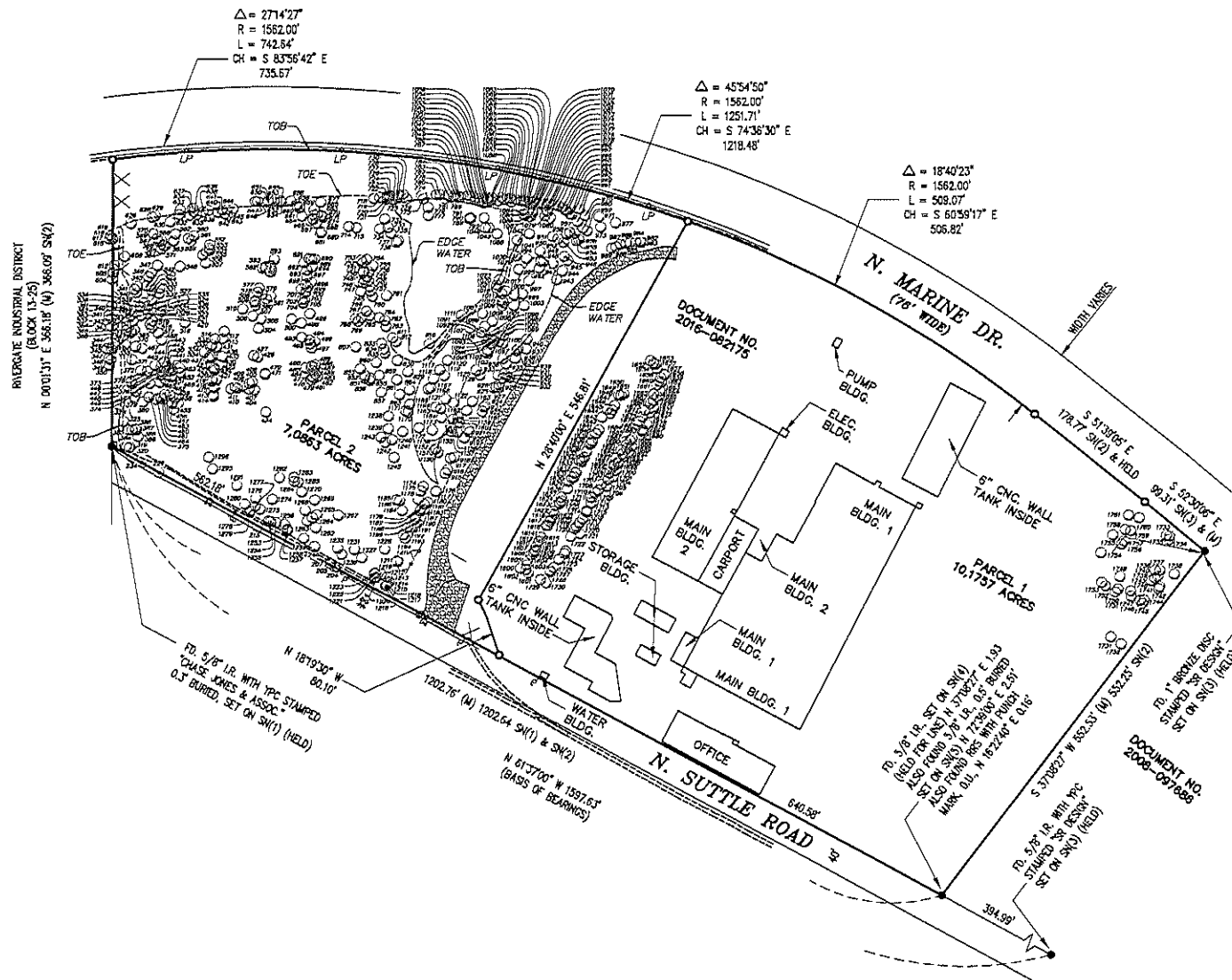
authority to apply for Connect Oregon funds. I further certify that matching funds are available or will be available for the proposed project no later than 60 days prior to the Oregon Transportation Commission's final action on grant awards, anticipated to be in May or July 2022. I understand that all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project.

By checking this box, I certify that all of the content of this application is true to the best of my knowledge and that I have read the Sample Draft Agreement and will sign the Agreement if selected. I understand that non-compliance with the agreement and program may result in a cancelled project and return of grant funds. By checking this box, I certify that per Oregon Administrative Rule (OAR) 731-035-0050(2)(b), as a condition of Connect Oregon program eligibility, applicants must be current on all state and local taxes, fees and assessments where applicable. Inasmuch, as an authorized representative, I declare, that MY ORGANIZATION, is to the best of the undersigned(s) knowledge, current on all Oregon state and local taxes, fees and assessments. As a continuing requirement to remain eligible, I understand that MY ORGANIZATION will remain current on all Oregon state and local taxes, fees and assessments and failure to comply with this rule may result in corrective action up to and including a determination of ineligibility for Connect Oregon funding. I further understand that Connect Oregon funds may be withdrawn should it be determined that this certification was signed falsely or in error, or that MY ORGANIZATION has become delinquent in its state and local tax, fee or assessment obligation.










SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Captured


FIGURE 1: EXISTING CONDITIONS PLAN



LEGEND:

- | | |
|---|---------------------------|
|  | EXISTING FIRE HYDRANT |
|  | EXISTING SANITARY MANHOLE |
|  | EXISTING LIGHT POLE |
|  | EXISTING POWER POLE |
|  | EXISTING WATER VALVE |
|  | EXISTING WATER METER |
|  | EXISTING GAS METER |
|  | EXISTING GAS VALVE |
|  | EXISTING TREE |
| SN(1) | SN 49B36 |
| SN(2) | SN 60254 |
| SN(3) | SN 60910 |
| SN(4) | SN 52527 |
| SN(5) | SN 43544 |

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET



SHEET 1 OF 2

JOB#:	21-4083-1
DATE:	2-11-21
SCALE:	1"=100'
DRAWN:	SMM
CHKD:	CCF
FILE:	-

ZTEC ENGINEERS INC.

3680 S.E. 8TH AVE., SUITE 280, PORTLAND, OR. 97202
PH: (503) 235-8795 FAX: (503) 233-7889

LOCATED IN THE N.E. 1/4" AND THE N.W. 1/4" SECTION 32, T.2N., R.1E.,
W.M., IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Fischborn
OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

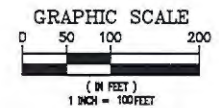
9/28/21

TOTAL SITE AREA
~308,500 SF = 7.1 AC

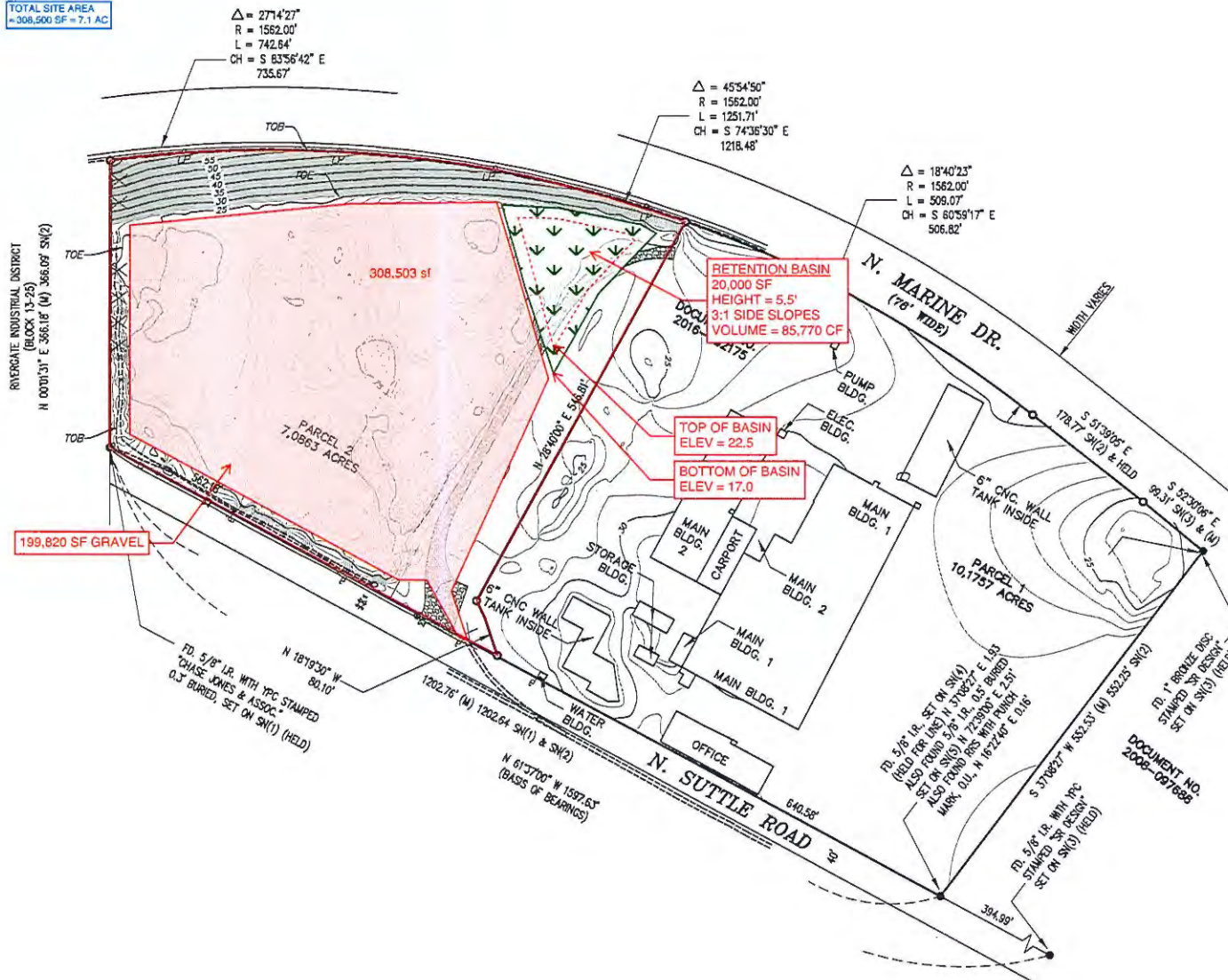
FIGURE 3

LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60264
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 3 OF 4



JOB#:	21-4083-1
DATE:	2-11-21
SCALE:	1"=100'
DRAWN:	SMM
CHKD:	CCF
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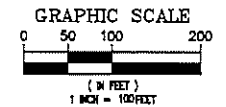
4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

FIGURE 4: FUTURE RAILROAD CONCEPTUAL DEVELOPMENT PLAN

LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
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- SN(1) SN 49836
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SHEET 1 OF 2

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FILE: -

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SUPPLEMENTAL SURVEY

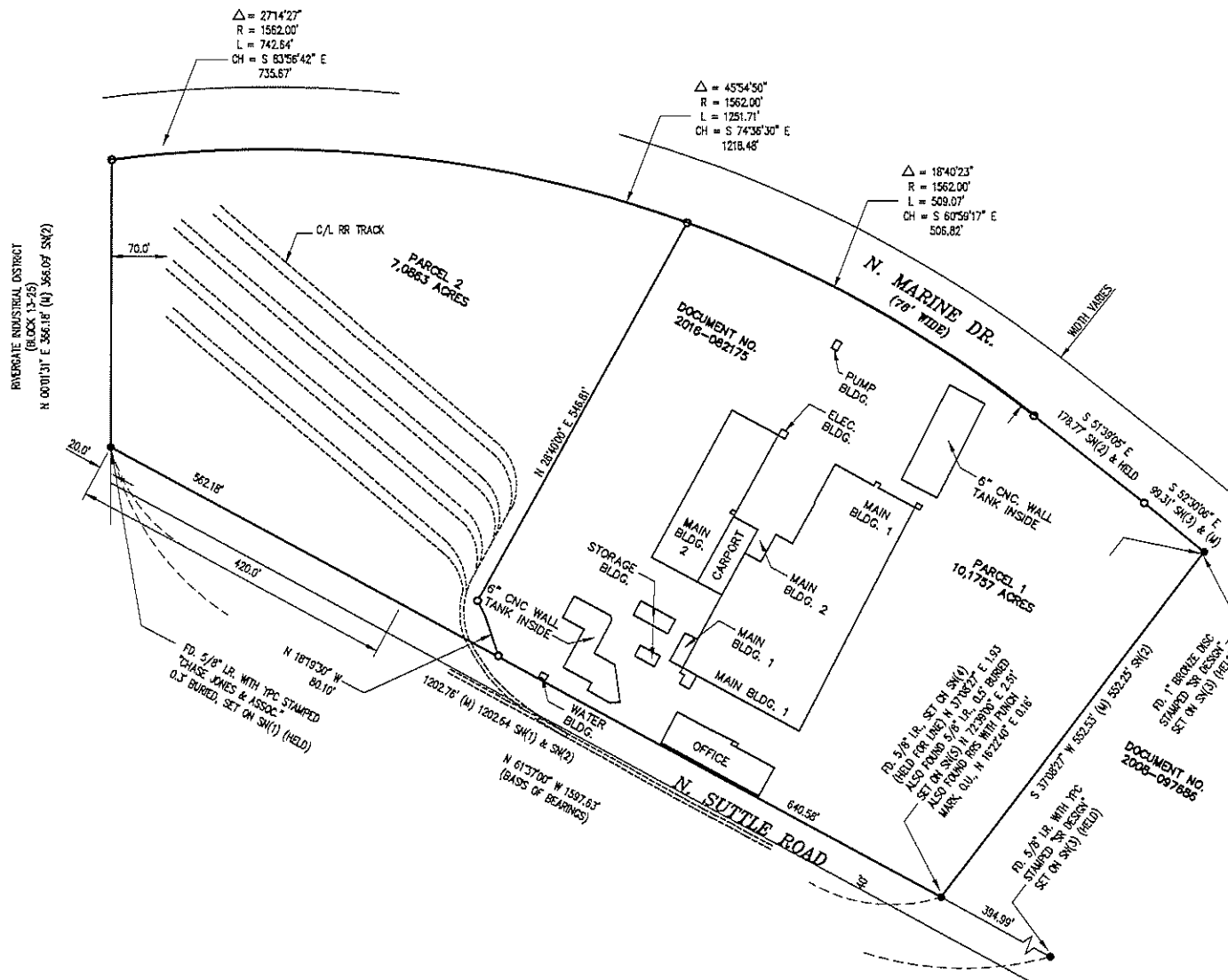


FIGURE 5

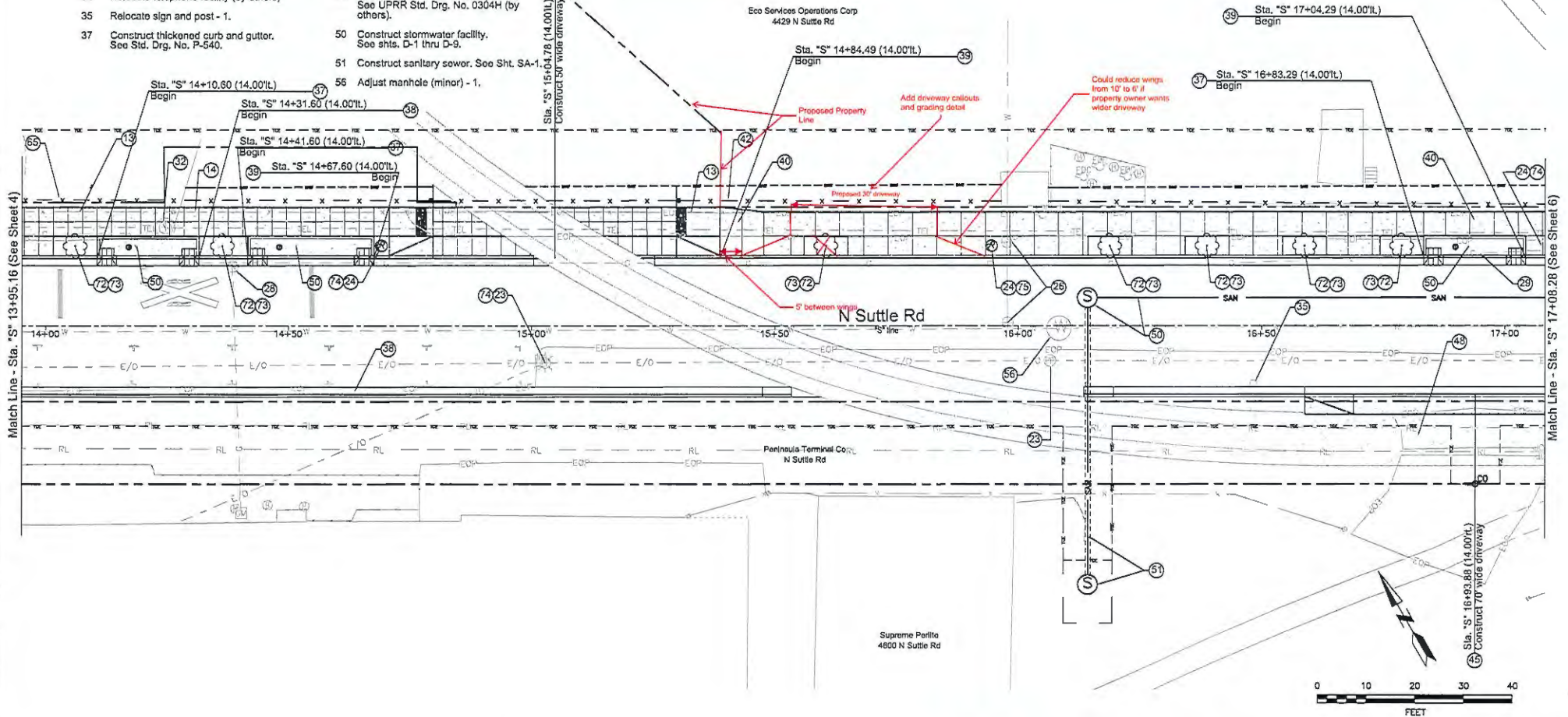
Construction Notes



- 13 Remove fence.
- 14 Remove gate.
- 23 Relocate utility pole/guy wire (by others).
- 24 Install new utility pole (by others).
- 26 Adjust water facility - 2.
- 28 Adjust gas facility.
- 29 Relocate gas facility (by others).
- 32 Relocate telephone facility (by others)
- 35 Relocate sign and post - 1.
- 37 Construct thickened curb and gutter. See Std. Drg. No. P-540.

- 38 Construct curb and gutter. See Std. Drg. No. P-540.
- 39 Construct monolithic curb and sidewalk. See Std. Drg. No. P-551.
- 41 Construct monolithic curb and sidewalk.
- 42 Construct asphalt concrete paved connection. See Std. Drg. No. P-536.
- 45 Construct reinforced concrete driveway. See sht. 2F and Std. Drg. No. P-528.
- 47 Construct AC driveway connection. See Std Drg No P-532.
- 48 Construct pre-cast concrete panels. See UPRR Std. Drg. No. 0304H (by others).
- 50 Construct stormwater facility. See shts. D-1 thru D-9.
- 51 Construct sanitary sewer. See Sht. SA-1.
- 56 Adjust manhole (minor) - 1.

- 64 Install type CL-6 chain link gate. See ODOT Std. Drg. No. RD815.
- 65 Install type CL-6 chain link fence. See ODOT Std. Drg. No. RD815.
- 72 Plant tree, Bigleaf Snowball ("Styrax obassia"), 2 1/2in - 2.
- 73 Construct 4'x9' tree well - 7. See Std. Drg. No. P-581.
- 74 Relocate existing street light, luminaire arm and photocell (by others).

- 75 Install new cobra-head street light with photocell on 12' luminaire arm. Luminaire shall be Type 2 Model with 3000 lumen output.
- 77 Plant Tree, City Sprite Japanese Zelkova ("Zelkova serrata JFS-KW1"), 2 1/2in - 2.
- 78 Plant Tree, Muskogee Crape Myrtle ("Lagwestroemia Muskogee"), 2 1/2in - 1.



				DESIGNED BY Vega	DATE APPROVED			APPROVALS:	 PORTLAND BUREAU OF TRANSPORTATION CHLOE EUDALY STEVE TOWNSEN, P.E.	 N. Suttle Rd. west of N. Portland Rd. L.I.D. <i>Street Plan</i> Sta "S" 13+95.16 to 17+08.28	1/4 SECTION 1725, 1726, 1920 PROJECT NO. 100098 E11029 SHEET NO. 5	
				CAD BY Vega	DIV. ENGINEER							SUPERVISING ENGINEER REG. PROF. ENGR. NO. 84470PC
				CHECKED BY K. Shara								
NO.	DATE	DESCRIPTION	REVISION	APPR.								

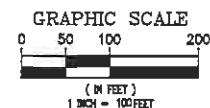
6/17/21

TOTAL SITE AREA
= 308,500 SF = 7.1 AC.

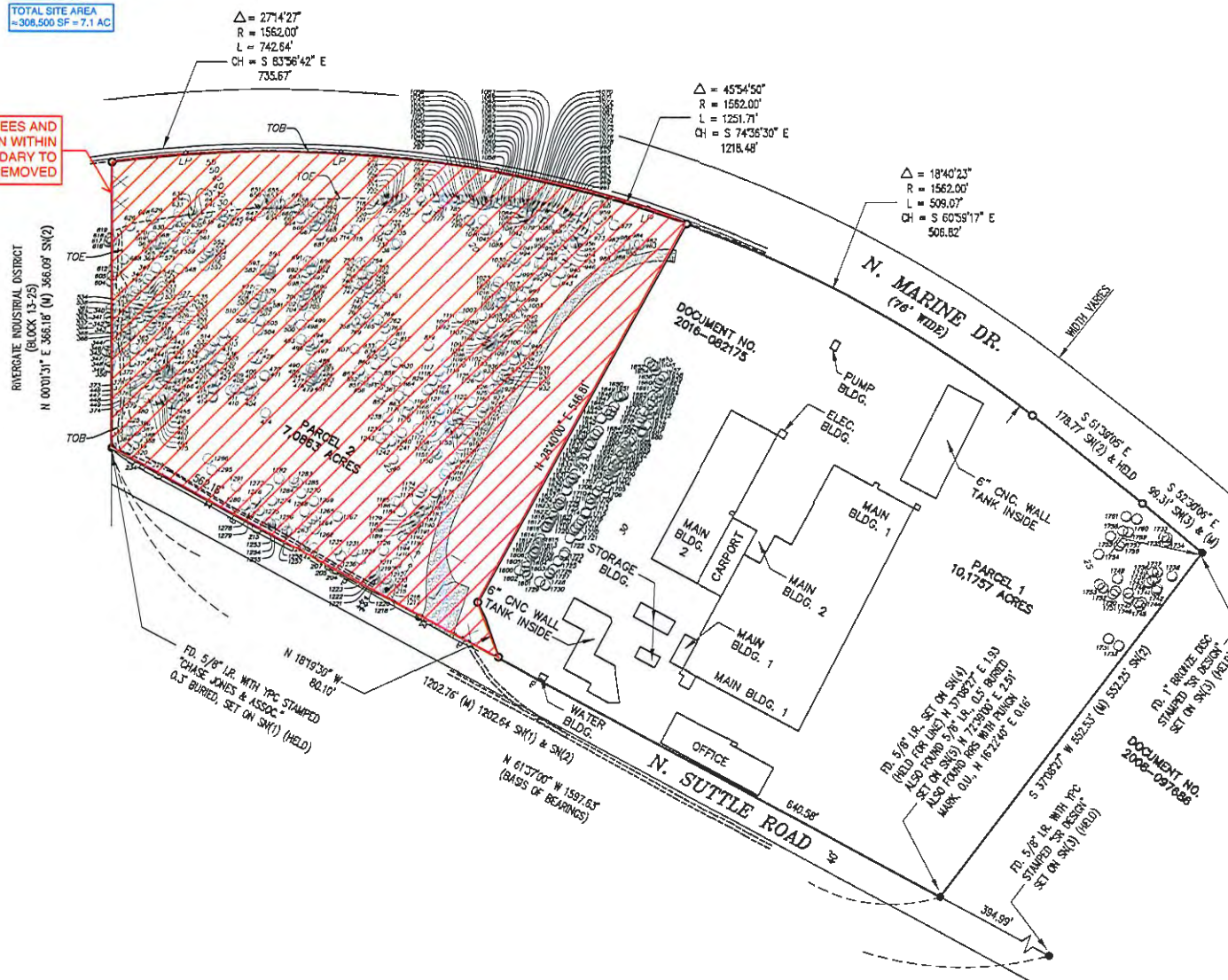
FIGURE 6

LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49838
- SN(2) SN 60264
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



ALL TREES AND
VEGETATION WITHIN
SITE BOUNDARY TO
BE REMOVED



SHEET 2 OF 4

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SM
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

3880 S.E. 8TH AVE., SUITE 280, PORTLAND, OR. 97202
PH: (503) 235-8795 FAX: (503) 233-7889

LOCATED IN THE N.E. 1/4" AND THE N.W. 1/4" SECTION 32, T.2N., R.1E.,
W.M., IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Thielson

OREGON
JULY 17, 1981
CHRIS FISCHBORN
'944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.










SUPPLEMENTAL SURVEY

9/28/21


TOTAL SITE AREA
= 308,500 SF = 7.1 AC

FIGURE 7

LEGEND:

- | | |
|--|---------------------------|
|  | EXISTING FIRE HYDRANT |
|  | EXISTING SANITARY MANHOLE |
|  | EXISTING LIGHT POLE |
|  | EXISTING POWER POLE |
| WM  | EXISTING WATER VALVE |
| WM  | EXISTING WATER METER |
| GM  | EXISTING GAS METER |
|  | EXISTING GAS VALVE |
|  | EXISTING TREE |
| SN(1) | SN 49836 |
| SN(2) | SN 60254 |
| SN(3) | SN 60910 |
| SN(4) | SN 52527 |
| SN(5) | SN 43544 |

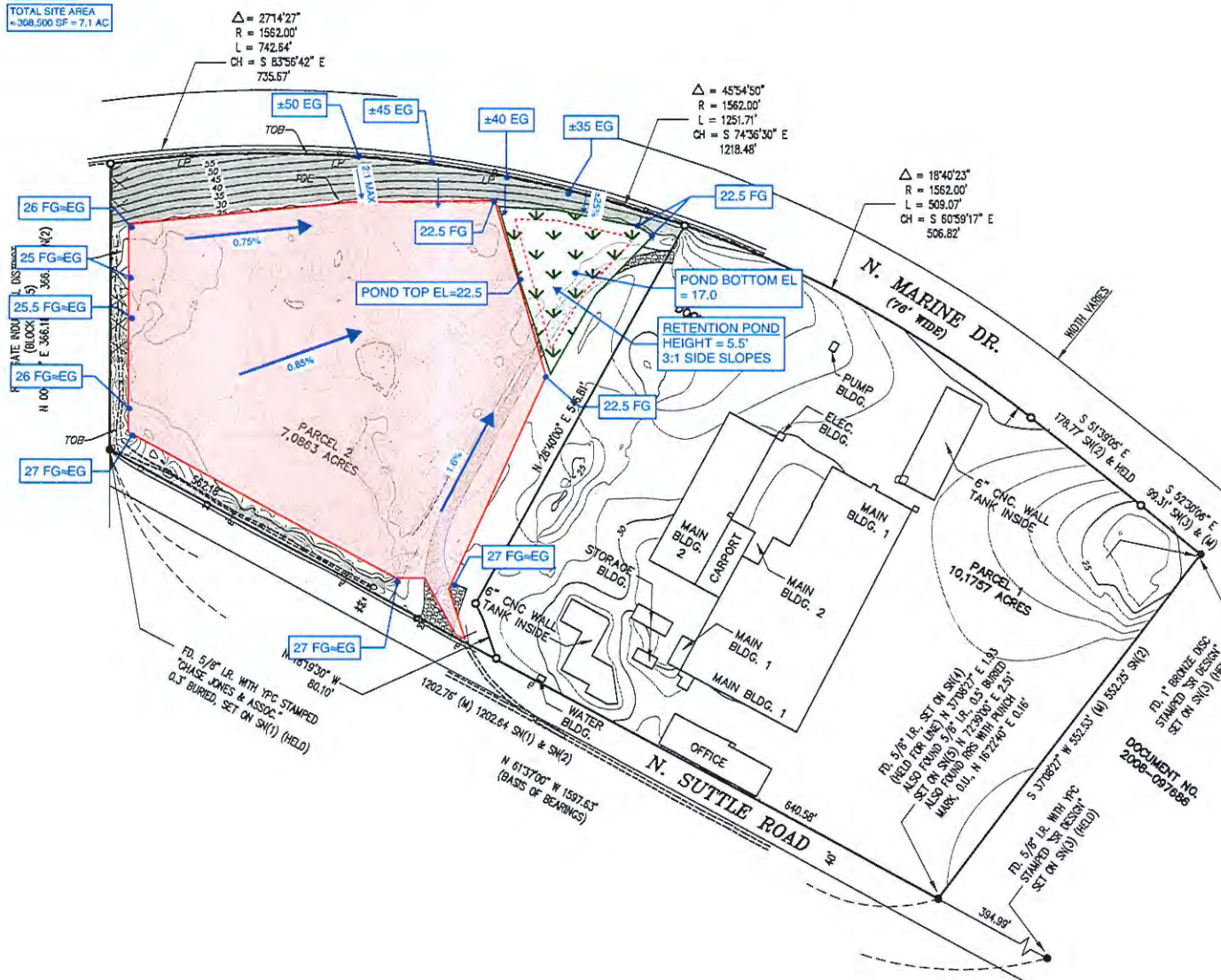
GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET



SHEET 4 OF 4



JOB#:	21-4083-1
DATE:	2-11-21
SCALE:	1"=100'
DRAWN:	SMM
CHKD:	CCF
FILE:	-

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RENEWAL DATE: 1/1/202

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY



City of Portland, Oregon - Bureau of Development Services

1900 SW Fourth Avenue • Portland, Oregon 97201 | 503-823-7300 | www.portland.gov/bds



Land Use Review Application

File Number: _____

FOR INTAKE, STAFF USE ONLY

Date Rec _____ by _____

☐ Type I ☐ Type Ix ☐ Type II ☐ Type Iix ☐ Type III ☐ Type IV

LU Reviews _____

[Y] [N] Unincorporated MC

[Y] [N] Flood Hazard Area (LD & PD only)

[Y] [N] Potential Landslide Hazard Area (LD & PD only)

[Y] [N] 100-year Flood Plain [Y] [N] DOGAMI

Qtr Sec Map(s) _____ Zoning _____

Plan District _____

Historic and/or Design District _____

Neighborhood _____

District Coalition _____

Business Assoc _____

Related File # _____

APPLICANT: Complete all sections below that apply to the proposal. Please print legibly. Email this application and supporting documents to: LandUseIntake@portlandoregon.gov

Development Site
Address or Location 4429 NE Suttle Rd

Cross Street N Marine DR Sq. ft./Acreage 17.61 acres

Site tax account number(s)

R 323385 R R

R R R

Adjacent property (in same ownership) tax account number(s)

R R R

Describe project (attach additional page if necessary)

2-lot land division. Existing development to remain. New lot to be made available for expansion of Peninsula Terminal Company railroad infrastructure.

Describe proposed stormwater disposal methods

On-site facilities as needed.

Identify requested land use reviews

Land Division

• **Design & Historic Reviews** - For new development, provide project valuation.

For renovation, provide exterior alteration value.

AND provide total project valuation.

\$ _____

\$ _____

\$ _____

2

• **Land Divisions** - Identify number of lots (include lots for existing development).

New street (public or private)?

☐ yes ☒ no

• **Affordable Housing** - For buildings containing five or more dwelling units, will 50% or more of the units be affordable to households with incomes equal to or less than 60% of the median family income for the county or state, whichever is greater?

☐ yes ☐ no ☐ N/A

continued / over

Applicant Information

- Identify the primary contact person, applicant, property owner and contract purchaser. Include any person that has an interest in your property or anyone you want to be notified. Information provided, including telephone numbers and e-mail addresses, will be included in public notices.
- For all reviews, the applicant must sign the Responsibility Statement.
- For land divisions, all property owners must sign the application.

PRIMARY CONTACT:

Typed Full Name John Manos ☒ I acknowledge this typed name as my signature
Company/Organization Peninsula Terminal Company
Mailing Address 447 Miner Rd
City Highland Heights State OH Zip Code 44143
Day Phone _____ FAX _____ email john@manosco.com

Check all that apply ☒ Applicant ☒ Owner ☐ Other

Typed Full Name Chris Hagerman ☒ I acknowledge this typed name as my signature
Company/Organization The Bookin Group LLC
Mailing Address 1020 SW Taylor St 555
City Portland State OR Zip Code 97205
Day Phone 503-241-2423 FAX _____ email hagerman@bookingroup.com

Check all that apply ☐ Applicant ☐ Owner ☒ Other Land Use Consultant

Typed Full Name _____ ☒ I acknowledge this typed name as my signature
Company/Organization Eco Services
Mailing Address 300 Lindenwood Dr
City Malvern State PA Zip Code 19355
Day Phone _____ FAX _____ email _____

Check all that apply ☐ Applicant ☒ Owner ☐ Other

Typed Full Name Alexi Brooks ☐ I acknowledge this typed name as my signature
Company/Organization KPFF Portland Civil + Survey
Mailing Address 111 SW 5th Ave, Suite 2400
City Portland State OR Zip Code 97204
Day Phone 503.542.3818 FAX _____ email alexi.brooks@kpff.com

Check all that apply ☐ Applicant ☐ Owner ☒ Other Civil Engineer

Responsibility Statement As the applicant submitting this application for a land use review, I am responsible for the accuracy of the information submitted. The information being submitted includes a description of the site conditions. I am also responsible for gaining the permission of the owner(s) of the property listed above in order to apply for this review and for reviewing the responsibility statement with them. If the proposal is approved, the decision and any conditions of the approval must be recorded in the County Deed Records for the property. The City of Portland is not liable if any of these actions are taken without the consent of the owner(s) of the property. In order to process this review, City staff may visit the site, photograph the property, or otherwise document the site as part of the review. I understand that the completeness of this application is determined by the Director. By my signature, I indicate my understanding and agreement to the Responsibility Statement.

Name of person submitting this application agrees to the above Responsibility Statement and acknowledges typed name as signature:

Chris Hagerman Date: 10/4/21

Phone number: 503-502-8693

Email this application and supporting documents to
LandUseIntake@portlandoregon.gov

Submittal of locked or password protected documents will delay intake of your application. 2

SUMMARY

<u>Owners:</u>	John Manos Peninsula Terminal Company 447 Miner Road Highland Heights, OH 44143 john@manosco.com 440-668-7879 Eco Services Operations Corp 300 Lindenwood DR. Malvern, PA 19355
<u>Land Use Rep:</u>	Chris Hagerman, PhD, AICP The Bookin Group LLC 1020 SW Taylor St., Suite 555 Portland, Oregon 97205 Telephone: 503.241.2423 hagerman@bookingroup.com
<u>Request:</u>	Preliminary Plan approval for a two-lot land division to allow the development of a railroad transfer yard
<u>Location:</u>	4429 NE Suttle Rd
<u>State ID:</u>	2N1E32 200
<u>Property ID</u>	R323385
<u>Legal Description:</u>	Section 32 2N 1E, TL 200
<u>Site Size:</u>	17.61 acres
<u>Zoning:</u>	IHhxx – Heavy Industrial, Prime Industrial, Aircraft Landing, PDX Airport Noise Impact overlays
<u>Associations:</u>	St. Johns Neighborhood Association and Columbia Corridor Business District
<u>Summary:</u>	A two-lot subdivision to separate the developed southeast portion of the site from the undeveloped northwest section. The undeveloped parcel will be cleared and graded to serve as a railroad transfer yard via road improvements in N Suttle Rd completed by the North Suttle Road Local Improvement District (Ord. 188576).
<u>Land Use History:</u>	Recorded in 2005, (05-15965 PR – Property Line Adjustment) administrative decisions do not have conditions of approval. Therefore, there is no relevant land use history for the site.

Discussion. Figure 1 contains the Existing Conditions Plan. The 17.61 acre site is located between N Marine Dr, which is elevated above the site, and N Suttle Rd, which provides 1,204 ft of frontage. Nearly the entire site is located within the Special Flood Hazard Area and the 1996 Flood Inundation Area.

A 73,710 sf industrial building and vehicle areas are located at the southeast end of the site, taking access from N Suttle Rd. A stormwater facility is located northwest of the existing building and an area of landscaping is located in the northeast corner of the site.

The remainder of the site is undeveloped and volunteer cottonwoods have grown in the underutilized industrial site. A tree survey is contained on Figure 1 and Figure 2. A railroad right-of-way owned jointly by BNSF Railway and Union Pacific Railroad Co. is located southwest of the terminus of N Suttle Rd.

N Suttle Rd is currently a paved street without sidewalk facilities or stormwater management. A rail track extends from the east down the south side of the roadway. Two rail spurs enter the Eco Services development at the southeast end of the site. Improvements to N Suttle Rd are underway following the creation of the North Suttle Road Local Improvement District (LID). The Peninsula Terminal Company is a party to the LID and a new spur will extend onto the western portion of the site. The LID rail track and track crossings improvements are designed in compliance with the Oregon Administrative Rule Division 120 and Oregon Revised Statutes Chapter 824 and Federal Railway Administration requirements pertaining to maintenance and construction of rail crossings.

The proposed plan is shown in Figure 3. Parcel 1 will contain the existing development associated with Eco Services, while Parcel 2 will contain the remainder of the site and be available for railroad improvements connecting to the new spur from the N Suttle Rd track. The proposed lot dimension are as follows:

Proposed Lots			
	Lot Area	Dimensions	Front Lot Line
Parcel 1	10.1757 acres	~555 ft. x 641 ft.	641 ft.
Parcel 2	7.0863 acres	~555 ft. x 560 ft.	562 ft.

The following describes future use of the site:

- Future development of a rail yard to provide for trans-shipment of goods between rail and freight truck modes. A conceptual development plan for railroad improvement plan is shown in Figure 4. Rail construction is the exclusive jurisdiction of the Surface Transportation Board, Federal Railroad Administration and supersede environmental regulations such as Tree Preservation requirements of a local authority. More detail and applicable cases and CFR sections are contained in Appendix A.
- Railroad improvements will be placed on gravel that provides for stormwater infiltration as shown in Figure 3 and discussed in the Preliminary Stormwater Report (Appendix C).
- N Suttle Rd is classified in the City's Transportation System Plan as a local service street, a minor emergency response street, a local service bikeway, local service walkway, a railroad branch line, and a freight street within a freight district. Figure 5 shows the street plan developed by the LID to accommodate services and access for proposed Parcels 1 and 2.
- The proposed use of the site is consistent with the heavy industrial (IH) base zone and with the street classification of N Suttle Rd.
- This right-of-way is part of a Port of Portland led project to provide access to Terminal 6 off the terminus of N Suttle Rd and through improvements to N Suttle Rd.
- The frontage improvements, including stormwater management, are being completed through the LID and per finding 15 of Ordinance 188576, constitutes assurance of performance per Section 17.24.055 of City Code for improvements to N Suttle Rd.

- The trees on the site are documented in Figures 2 and 3. The applicant proposes to retain the trees on Parcel 1. As discussed in Appendix A, Parcel 2 is not subject to local tree preservation requirements.
- The site is in the Special Flood Hazard Area but there is no way to configure lots or development to be outside of it.
- To function as a railroad yard, Parcel 2 will be cleared and graded to level the site as shown in Figure 6 and Figure 7.
- No easements or tracts are necessary for the completion of the land division.
- The site is separated from the Columbia River by elevated N Marine Dr. There are no streams, springs, seeps, or wetlands on the site.
- The site will take water and sewer service from N Suttle Rd as improved by the LID.

Jurisdiction over railroad construction activities. As discussed in detail in Appendix A, the case of Oregon Coast Scenic Railroad v. Oregon Dept. of State Lands (attached) recognized that the Surface Transportation Board, Federal Railroad Administration has exclusive jurisdiction over railroad construction activities. Relevant sections from the Code of Federal Regulations are attached and for the purposed of this land division, the FRA jurisdictions supersedes local regulation of local environmental regulations including tree preservation and required preliminary clearing and grading. Instead, these activities are subject to FRA regulations for vegetation removal and installation of ballast. The development of the site for railroad uses is authorized via the attached Final Crossing Order as approved by the Oregon Department of Transportation (Order No. 51367) that will provide rail access to proposed Parcel 2 (Appendix B).

LEGAL FINDINGS

33.615 Lots in the Industrial Zones

33.615.020 Where These Regulations Apply. *The regulations of this chapter apply to land divisions in the industrial zones.* **Findings:** The site is located in the IH zone; therefore, Chapter 33.615 provides the relevant standards.

33.615.100 Minimum Lot Dimension Standards

A. IG1 zone. *All lots in the IG1 zone must meet Standard B stated in Table 615-1.* **Findings:** The site is not located in the IG1 zone, therefore this standard does not apply.

B. IG2 and IH zones.

2. *For land divisions of fewer than 10 lots, all but one lot must meet Standard A stated in Table 615-1. One lot may meet Standard B. The lots that meet Standard A may not be redivided unless they continue to meet Standard A.*

Table 615-1 Minimum Lot Size and Dimension in Industrial Zones			
	Minimum Lot Area	Minimum Dimension	Minimum Front Lot Line
Standard A	40,000 sq. ft.	150 ft. x 150 ft.	35 ft
Standard B	10,000 sq. ft.	75 ft. x 75 ft.	35 ft

Findings: As shown on the preliminary plat, both proposed parcels will exceed the minimum lot area, dimensions, and front lot line of Standard A. These standards are met.

- C. *Additional regulations for large sites.*** *To ensure an adequate supply of large sites for future industrial uses, the following regulations apply to sites larger than 50 acres:*

Findings: This property does not exceed 50 acres, therefore this standard does not apply.

33.630 Tree Preservation

Findings: Per the legal discussion in Appendix A, the Federal Railroad Administration (FRA) has exclusive jurisdiction over railroad construction activities, including minor rail additions and construction of new facilities involving less than 10 acres of surface disturbance. Per FRA regulations, vegetation removal and the placement of ballast for railroad tracks does not constitute a significant impact that requires review. Therefore, the regulations of this chapter do not apply.

33.631 Sites in Special Flood Hazard Areas

Findings: Nearly the entire 17 acres of the site is within the Special Flood Hazard Area (but not the floodway). Only the slope supporting N Marine Dr is elevated above this designation and this area is not available for development. Therefore, there is no possible way to create lots that are outside of the Special Flood Hazard Area. As the site is relatively flat there is no way to configure development to be on the highest ground or point of access, or in a way to minimize obstruction of floodwaters. Services in N Suttle Rd will be designed by the LID to minimize flood damage. The regulations of this Chapter are met.

33.635 Clearing, grading, and land suitability

Findings: The entirety of Parcel 2, to the extent practicable, will be cleared and leveled to maximize the area available for use for railroad transfer activities. Per the legal discussion in Appendix A, the Federal Railroad Administration (FRA) has exclusive jurisdiction over railroad construction activities, including minor rail additions and construction of new facilities involving less than 10 acres of surface disturbance. Per FRA regulations, vegetation removal and the placement of ballast for railroad tracks does not constitute a significant impact that requires review. Figure 6 and Figure 7 show proposed clearing and grading for the site.

33.636 Tracts and Easements

Findings: No tracts or easements are proposed or required for completion of this land partition; therefore, the regulations of this chapter do not apply.

33.640 Streams, springs, seeps, and wetlands

Findings: There are no streams, springs, seeps, or wetlands on the site; therefore, the regulations of this chapter do not apply.

33.641 Transportation Impacts

Findings: N Suttle Rd is classified in the City's Transportation System Plan as a local service street, a minor emergency response street, a local service bikeway, local service walkway, a railroad branch line, and a freight street within a freight district.

Identified as a railroad branch line, N Suttle Rd supports the continued use of Parcel 1 as an industrial site and the proposed use of Parcel 2 as a railroad transfer yard. The improvements to the right-of-way by the LID will provide the necessary measures to provide for safety and level of

service. The other evaluation factors will continue to function “as is” given the context and the industrial nature of the area but will be protected from the proposed railroad use via the ODOT approved railroad crossings. Access to the site has been approved for development via the LID and the configuration is shown in Figure 4. The evaluation factors in these section are met.

33.651 Water Service

Findings: Water Service is available in N Suttle Rd and will provide for any continued or future needs on Parcels 1 or 2. These regulations are met.

33.652 Sanitary Sewer Disposal Service

Findings: Sanitary sewer is available in N Suttle Rd and will provide for any continued or future needs on Parcels 1 or 2. These regulations are met.

33.653 Stormwater Management

Findings: As Parcel 1 is already developed, existing facilities on Parcel 1 will continue to serve this development. Parcel 2 will be developed with railroad spurs over gravel, which do not constitute a significant environmental impact per the legal discussion in Appendix A. Figure 4 shows the preliminary site improvements including a retention pond in the northeast corner of proposed Parcel 2 as supported by the Preliminary Stormwater Plan contained in Appendix C.

33.654 Rights-of-Way

Findings: Connectivity requirements do not apply in the industrial base zones, given the need for large lot sizes for industrial development and activities. Because N Marine Dr is elevated at the north and west of the site, and N Suttle Rd terminates at the established railroad right-of-way, pedestrian connections are not appropriate in this location. No new right-of-ways are proposed and improvements to N Suttle Rd are the responsibility of the North Suttle Road Local Improvement District, which provides assurance of performance per Section 17.24.055 of City Code.

33.655 School District Enrollment Capacity

Findings: These regulations apply only to land divisions that result in 11 or more lots; therefore this chapter does apply.

33.662 Review of Land Divisions in CI, Commercial/Mixed Use, Employment, and Industrial Zones

33.662.020 Where These Regulations Apply

- A. *Generally. The regulations of this chapter apply to proposals for land divisions on sites in CI, commercial, employment, and industrial zones.*
- B. *Alternative process for large sites in I zones. Sites in industrial zones that meet the minimum size requirements of this subsection are eligible to use the regulations and procedures of Chapter 33.664, Review of Land Divisions on Large Sites in Industrial Zones, instead of the regulations and procedures of this chapter. The applicant may choose which chapter to use. The minimum size thresholds for this alternative process are:*
 1. *IG1 zone. Sites in the IG1 zone that are at least 200,000 square feet in area; and*
 2. *IG2 and IH zones. Sites in the IG2 and IH zones that are at least 340,000 square feet in area.*

Findings: The site is within the IH zone and exceeds 340,000 sf, however, the applicant has elected not to make use of the alternative process for large sites in the I zones and will instead meet the

requirements of Chapter 33.662.

Review Procedures (33.662.110)

Procedures for review of Preliminary Plans vary with the type of land division proposal being reviewed.

- A. *Type III. Land divisions that include any of the following elements are processed through a Type III procedure:*
 - 1. *Eleven or more lots, regardless of zone;*
 - 2. *Four or more lots where any portion of the lots, utilities, or services are proposed within a Potential Landslide Hazard Area; or*
 - 3. *Environmental review.*
- B. *Type IIx. Except as provided in Subsection A above, land divisions that include any of the following elements are processed through a Type IIx procedure:*
 - 1. *Four to ten lots;*
 - 2. *Two or three lots where any portion of the lots, utilities, or services are proposed within a Potential Landslide Hazard Area;*
 - 3. *Lots, utilities or services are proposed within a special flood hazard area; or*
 - 4. *The proposal includes a concurrent land use review assigned to a Type I, Type 1x, Type II, or Type IIx procedure except environmental review. If environmental review is required, then the application is processed through a Type III procedure.*
- C. *Type Ix. All land divisions not assigned to a Type IIx or Type III in Sections A and B above, are processed through a Type Ix procedure.*

Findings: The proposal is for two lots and the site is not within a Potential Landslide Hazard Area or Environmental overlay. The site is within the special flood hazard area, therefore, the land division will be reviewed through a Type IIx procedure.

33.662.120 Approval Criteria

The Preliminary Plan for a land division will be approved if the review body finds that the applicant has shown that all of the following approval criteria have been met. The approval criteria are:

- A. *Lots. The standards and approval criteria of Chapters 33.613 through 33.615 must be met;*
Findings: As discussed above, the proposed lots meet the standards and approval criteria of 33.615. This criterion is met.
- B. *Trees. The standards and approval criteria of Chapter 33.630, Tree Preservation, must be met;*
Findings: As shown on Figure 6, the trees on Parcel 1 will be retained while those on Parcel 2 will be removed. As discussed above, the tree preservation standards and criteria do not apply to a railroad use; therefore, this criterion does not apply.
- C. *Special flood hazard area. If any portion of the site contains special flood hazard area, the approval criteria of Chapter 33.631, Sites in Special Flood Hazard Areas, must be met;*
Findings: As discussed above, the proposed lots meet the standards and approval criteria of 33.631. This criterion is met.
- D. *Potential Landslide Hazard Area. If any portion of the site is in a Potential Landslide Hazard Area, the approval criteria of Chapter 33.632, Sites in Potential Landslide Hazard Areas, must be met;*
Findings: None of the site is within the Potential Landslide Hazard Area; therefore, this

criterion does not apply.

- E. Phased Plans and Staged Final Plat. If the Preliminary Plan will be phased or if the Final Plat will be staged, the standards of Chapter 33.633, Phased Land Divisions and Staged Final Plat, must be met;*

Findings: This proposal does not include phased plans or a staged final plat; therefore, this criterion does not apply.

- F. Clearing, grading, and land suitability. The approval criteria of Chapter 33.635, Clearing, Grading, and Land Suitability must be met;*

Findings: As discussed above, the proposed lots meet the standards and approval criteria of 33.635. This criterion is met.

- G. Tracts and easements. The standards of Chapter 33.636, Tracts and Easements must be met;*

Findings: As discussed above, the standards and approval criteria of 33.636 do not apply; therefore, this criterion does not apply.

- H. Solar access. If single dwelling detached development is proposed for the site, the approval criteria of Chapter 33.639, Solar Access, must be met; and*

Findings: As single dwelling detached development is not proposed for the site, this criterion does not apply.

- I. Streams, springs, seeps, and wetlands. The approval criteria of Chapter 33.640, Streams, Springs, Seeps, and Wetlands must be met.*

Findings: As discussed above, there are no streams, springs, seeps or wetlands on the site; therefore, this criterion does not apply.

- J. Transportation Impacts. The approval criteria of Chapter 33.641, Transportation Impacts, must be met; and*

Findings: As discussed above, the proposed lots meet the standards and approval criteria of 33.641. This criterion is met.

- K. Services and utilities. The regulations and criteria of Chapters 33.651 through 33.655, which address services and utilities, must be met.*

Findings: As discussed above, the proposed lots meet the standards and approval criteria of Chapters 33.651 through 33.655. This criterion is met.

Attachments

Figures

Figure 1: Existing Conditions

Figure 2: Tree List

Figure 3: Preliminary Site Improvements Plan

Figure 4: Future Railroad Development Plan

Figure 5: Approved LID plan for driveway spacing and frontage improvements

Figure 6: Site Clearing Plan

Figure 7: Preliminary Grading Plan

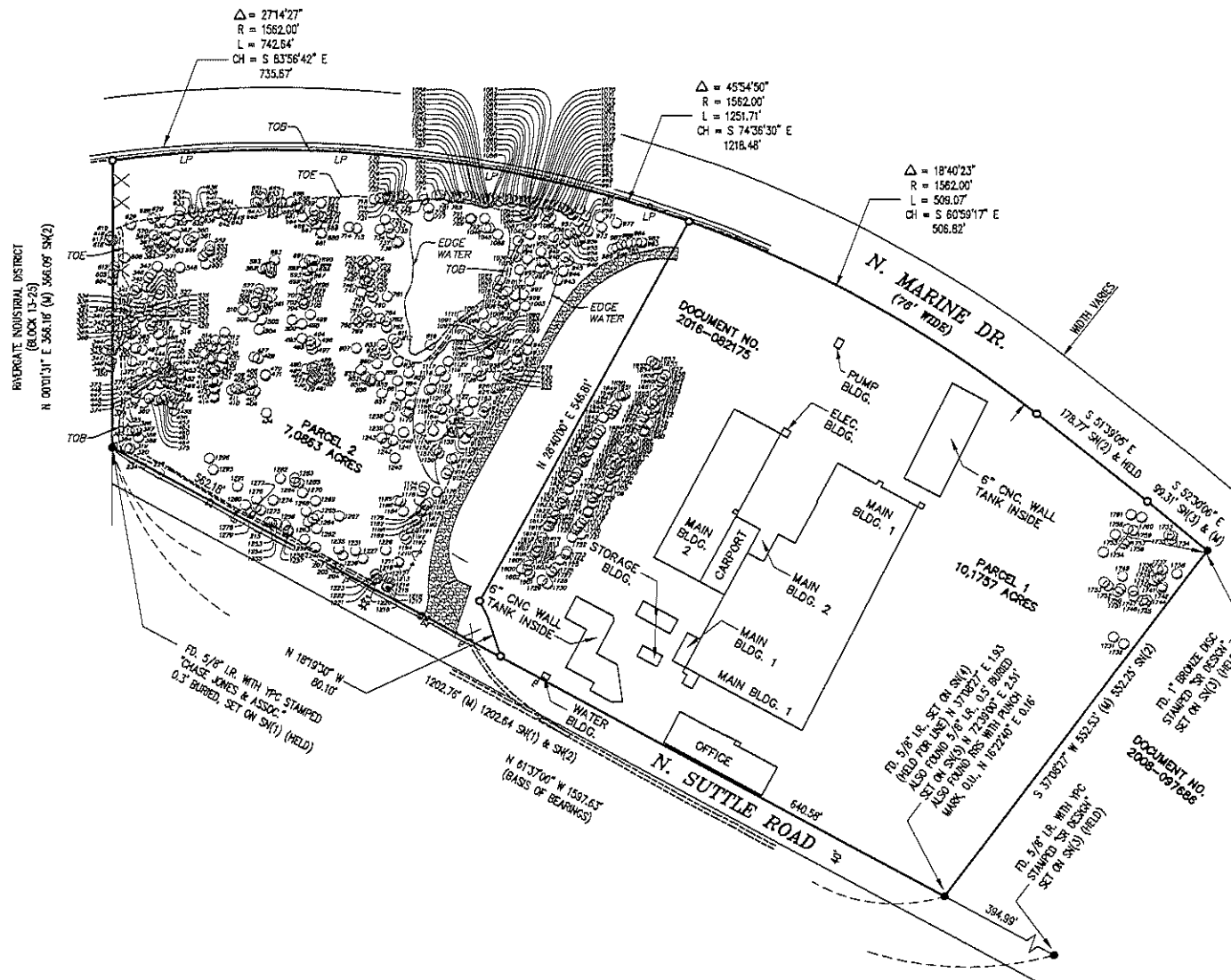
Appendices

Appendix A: Federal Preemption of the Interstate Rail Network

Appendix B: Final Order Certificate of Service

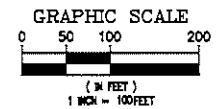
Appendix C: Preliminary Stormwater Report

FIGURE 1: EXISTING CONDITIONS PLAN



LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60264
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 1 OF 2

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SMW
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

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Chris Fischborn

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JULY 17, 1981
CHRIS FISCHBORN
1944

RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

FIGURE 2

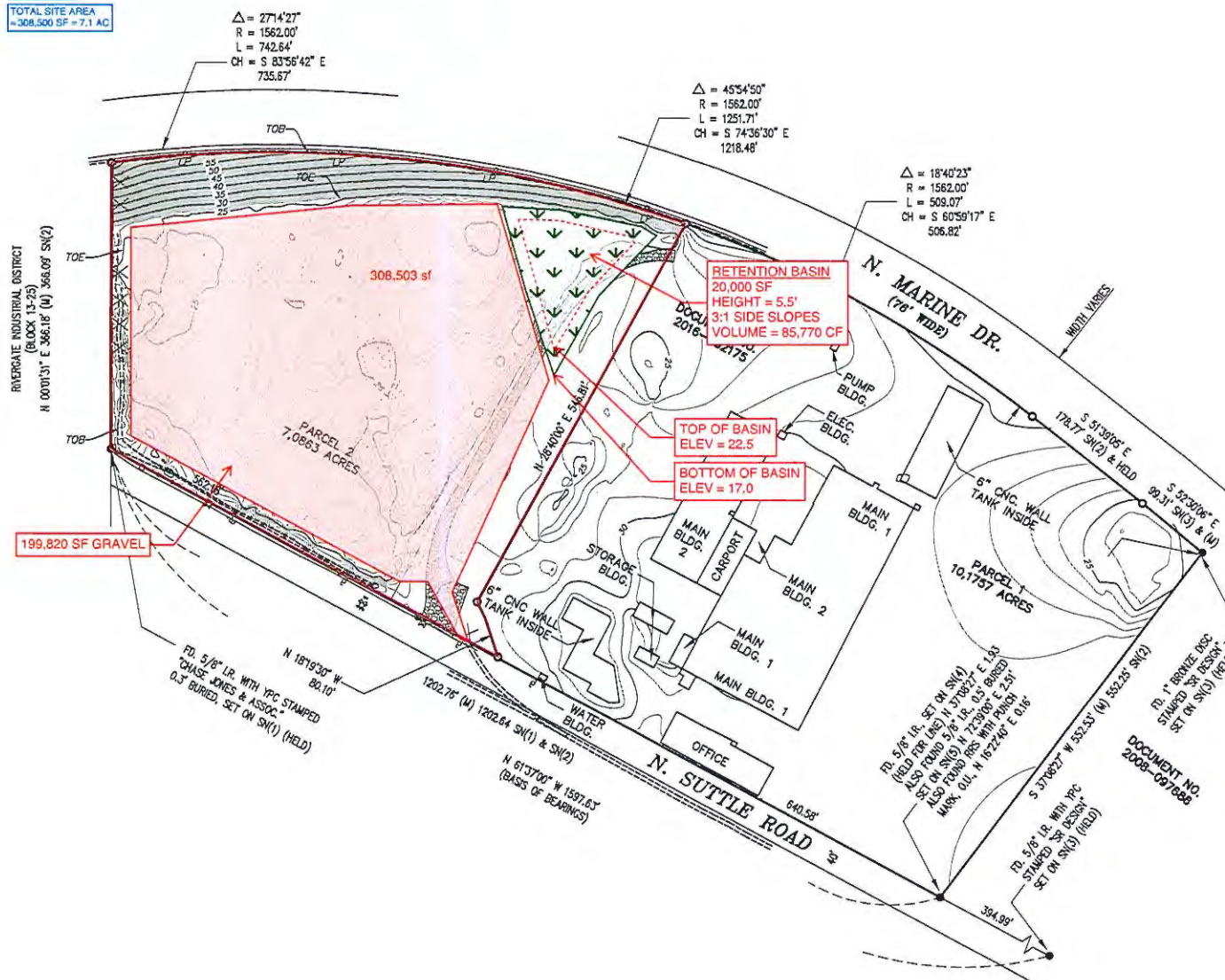
TREE LIST:

204	TR	(2)4"/7C	427	TR	6"C	505	TR	20"C	583	TR	10"C	853	TR	6"C	973	TR	6"/9"C	1075	TR	7"C	1177	TR	6"/8"C	1283	TR	14"C	1657	TR	9"C	1721	TR	6"C
205	TR	8"C	428	TR	6"C	506	TR	6"C	584	TR	7"C	854	TR	6"C	977	TR	6"C	1076	TR	6"C	1178	TR	6"C	1284	TR	7"C	1658	TR	10"C	1722	TR	8"C
215	TR	14"/7C	430	TR	8"C	507	TR	7"C	585	TR	6"C	856	TR	6"C	982	TR	20"C	1077	TR	6"C	1179	TR	24"C	1285	TR	12"C	1659	TR	9"C	1723	TR	9"C
229	TR	12"C	431	TR	6"C	508	TR	34"C	586	TR	6"C	857	TR	6"C	983	TR	16"C	1078	TR	6"C	1180	TR	9"C	1291	TR	7"C	1660	TR	7"C	1724	TR	6"/12"C
234	TR	6"/6"C	432	TR	10"C	509	TR	7"/12"C	587	TR	14"C	859	TR	7"C	984	TR	(2)16"C	1079	TR	12"C	1181	TR	12"C	1295	TR	16"UNK	1661	TR	7"C	1725	TR	9"C
239	TR	24"C	433	TR	6"C	510	TR	9"/14"C	588	TR	14"C	860	TR	6"C	985	TR	7"/10"C	1080	TR	7"C	1182	TR	12"C	1296	TR	8"UNK	1662	TR	14"C	1726	TR	6"/7"C
320	TR	18"C	434	TR	10"C	512	TR	10"C	589	TR	7"C	861	TR	12"C	986	TR	16"C	1081	TR	6"C	1183	TR	20"C	1600	TR	6"C	1663	TR	12"C	1727	TR	14"C
325	TR	10"/10B	435	TR	16"C	513	TR	6"C	590	TR	12"C	863	TR	28"C	987	TR	(2)10"C	1082	TR	8"C	1184	TR	9"C	1601	TR	20"C	1664	TR	12"C	1728	TR	12"C
328	TR	6"C	436	TR	8"/9"C	514	TR	8"C	591	TR	12"C	864	TR	9"C	988	TR	6"/12"C	1083	TR	10"C	1185	TR	14"C	1602	TR	12"C	1665	TR	6"C	1729	TR	8"C
340	TR	28"C	437	TR	(2)6"/8"C	516	TR	7"C	593	TR	6"/10"C	865	TR	20"C	989	TR	6"/(2)10"C	1084	TR	10"C	1186	TR	8"C	1603	TR	14"C	1666	TR	12"C	1730	TR	UNK GROUP 4*-7
341	TR	10"C	440	TR	6"C	517	TR	7"/10"C	604	TR	12"/32"C	916	TR	6"C	992	TR	22"C	1085	TR	12"C	1187	TR	9"C	1604	TR	8"C	1667	TR	6"C	1731	TR	28"SIKA SPRU
342	TR	7"C	441	TR	6"C	518	TR	(2)8"C	605	TR	12"C	917	TR	30"C	994	TR	8"/24"C	1086	TR	12"C	1188	TR	(3)8"C	1605	TR	6"C	1668	TR	6"/9"C	1732	TR	34"SIKA SPRU
343	TR	14"C	442	TR	7"C	519	TR	7"C	608	TR	(2)12"/10C	918	TR	20"C	995	TR	8"C	1087	TR	12"C	1189	TR	16"C	1606	TR	10"C	1669	TR	12"C	1733	TR	(2)7BIRCH
344	TR	7"C	443	TR	7"C	520	TR	9"C	612	TR	12"C	920	TR	20"C	997	TR	16"UNK	1088	TR	6"C	1190	TR	12"C	1607	TR	14"C	1670	TR	9"C	1734	TR	6"BIRCH
345	TR	7"C	444	TR	7"C	521	TR	9"C	616	TR	16"C	921	TR	14"C	999	TR	8"C	1089	TR	6"C	1191	TR	8"C	1608	TR	10"C	1671	TR	12"C	1735	TR	(2)6"/10"MAOR
346	TR	7"/14"C	445	TR	7"C	522	TR	9"C	617	TR	16"C	922	TR	28"C	1000	TR	6"C	1090	TR	6"C	1192	TR	18"C	1609	TR	14"C	1672	TR	8"C	1736	TR	7BIRCH
347	TR	8"/12"C	446	TR	7"C	523	TR	7"C	618	TR	16"C	923	TR	(2)8"C	1001	TR	6"C	1091	TR	7"C	1193	TR	10"C	1610	TR	14"C	1673	TR	8"C	1737	TR	8"/7BIRCH
348	TR	20"C	447	TR	8"C	524	TR	10"C	619	TR	14"C	924	TR	(2)8"C	1003	TR	6"/8"UNK	1092	TR	6"C	1194	TR	20"C	1611	TR	6"C	1674	TR	8"C	1738	TR	10"Y
349	TR	7"C	448	TR	7"C	525	TR	8"C	626	TR	8"C	925	TR	10"C	1005	TR	9"UNK	1093	TR	7"C	1210	TR	16"C	1612	TR	16"C	1675	TR	8"C	1739	TR	8"Y
350	TR	6"C	449	TR	8"C	526	TR	6"C	628	TR	6"/10C	926	TR	6"C	1006	TR	10"C	1094	TR	7"C	1211	TR	14"C	1613	TR	8"C	1676	TR	8"C	1740	TR	7"Y
355	TR	9"C	450	TR	7"C	527	TR	6"C	629	TR	6"C	927	TR	12"C	1007	TR	6"C	1095	TR	6"C	1212	TR	18"C	1614	TR	8"C	1677	TR	(2)8"C	1741	TR	12"Y
361	TR	9"C	451	TR	6"C	531	TR	7"C	630	TR	6"C	927	TR	(4)8"C	1008	TR	6"C	1096	TR	9"C	1213	TR	22"C	1615	TR	6"/8"C	1678	TR	9"C	1742	TR	14"Y
362	TR	9"C	452	TR	7"C	532	TR	6"C	632	TR	6"C	928	TR	(2)8"C	1009	TR	6"C	1097	TR	6"C	1214	TR	8"C	1616	TR	12"C	1679	TR	12"C	1743	TR	7BIRCH
363	TR	7"/12"C	453	TR	6"C	533	TR	9"C	633	TR	6"C	929	TR	12"C	1010	TR	8"C	1098	TR	12"C	1215	TR	10"/20"C	1617	TR	10"C	1680	TR	10"C	1744	TR	8"Y
364	TR	6"C	455	TR	9"C	534	TR	12"C	634	TR	(2)8"/8"C	930	TR	32"C	1011	TR	6"C	1099	TR	7"C	1216	TR	8"C	1618	TR	10"C	1681	TR	10"C	1745	TR	12"Y
365	TR	10"C	456	TR	7"C	535	TR	12"C	635	TR	6"C	931	TR	7"C	1016	TR	18"C	1100	TR	7"C	1217	TR	20"C	1619	TR	10"C	1682	TR	8"C	1746	TR	12"Y
366	TR	12"C	457	TR	9"C	536	TR	12"C	637	TR	8"C	932	TR	10"C	1017	TR	12"C	1102	TR	12"C	1218	TR	12"C	1620	TR	8"C	1683	TR	8"C	1747	TR	7"Y
367	TR	12"C	458	TR	6"C	537	TR	15"C	638	TR	9"C	933	TR	6"C	1020	TR	6"C	1103	TR	6"C	1219	TR	28"C	1621	TR	10"C	1684	TR	6"C	1748	TR	6"/8"MAORONE
368	TR	16"C	459	TR	8"C	538	TR	14"C	639	TR	14"C	934	TR	7"C	1021	TR	6"C	1106	TR	6"C	1220	TR	8"C	1622	TR	14"C	1685	TR	(2)6"C	1749	TR	6"/7BIRCH
370	TR	10"C	460	TR	18"C	539	TR	8"C	640	TR	7"C	935	TR	24"C	1023	TR	7"C	1107	TR	6"C	1221	TR	22"C	1623	TR	8"C	1686	TR	9"C	1750	TR	7"Y
371	TR	14"C	461	TR	12"C	540	TR	16"C	641	TR	(2)6"C	936	TR	7"C	1029	TR	8"C	1111	TR	8"C	1222	TR	22"C	1624	TR	10"C	1687	TR	7"C	1751	TR	8"Y
372	TR	9"/12"C	462	TR	6"C	541	TR	8"C	642	TR	6"C	937	TR	14"C	1030	TR	(2)8"/14"UNK	1117	TR	8"C	1223	TR	20"C	1625	TR	6"C	1688	TR	7"C	1752	TR	8"Y
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374	TR	7"C	464	TR	28"C	543	TR	12"C	644	TR	7"C	939	TR	12"C	1042	TR	18"UNK	1119	TR	24"C	1227	TR	7"C	1627	TR	8"C	1690	TR	(3)6"UNK	1754	TR	26"Y
375	TR	6"C	465	TR	22"C	544	TR	8"/14"C	645	TR	6"C	940	TR	26"C	1045	TR	8"C	1120	TR	8"C	1231	TR	8"C	1628	TR	20"C	1691	TR	6"UNK	1755	TR	16"Y
376	TR	12"C	466	TR	6"C	545	TR	8"C	647	TR	7"C	943	TR	12"C	1046	TR	14"C	1121	TR	14"C	1235	TR	36"C	1629	TR	6"C	1692	TR	7"C	1756	TR	6BIRCH
377	TR	28"C	467	TR	8"C	548	TR	12"C	648	TR	10"C	944	TR	9"C	1047	TR	8"C	1122	TR	10"C	1236	TR	10"UNK	1630	TR	(2)6"C	1693	TR	8"C	1757	TR	7BIRCH
378	TR	10"C	468	TR	6"C	547	TR	20"C	650	TR	8"C	945	TR	42"C	1048	TR	9"C	1125	TR	7"C	1238	TR	8"C	1631	TR	6"C	1694	TR	6"C	1758	TR	12BIRCH
379	TR	6"C	470	TR	14"UNK	548	TR	7"C	651	TR	8"C	946	TR	7"C	1049	TR	7"C	1126	TR	7"C	1239	TR	22"C	1632	TR	6"C	1695	TR	9"C	1759	TR	6BIRCH
380	TR	12"C	471	TR	(2)8"UNK	552	TR	6"C	652	TR	6"C	947	TR	7"C	1050	TR	6"C	1150	TR	8"C	1240	TR	30"C	1633	TR	14"C	1696	TR	7"C	1760	TR	(2)6BIRCH
384	TR	7"C	474	TR	(2)6"C	553	TR	9"C	653	TR	7"C	948	TR	14"C	1051	TR	6"C	1151	TR	14"C	1241	TR	10"C	1634	TR	12"C	1697	TR	7"C	1761	TR	8"Y
385	TR	6"C	477	TR	6"/7"C	554	TR	6"C	654	TR	10"C	949	TR	14"C	1052	TR	6"C	1152	TR	28"C	1253	TR	14"C	1635	TR	6"/8"C	1698	TR	10"UNK			
386	TR	14"C	478	TR	14"C	555	TR	6"C	655	TR	6"C	950	TR	20"C	1053	TR	6"C	1155	TR	20"C	1254	TR	9"C	1636	TR	10"C	1699	TR	6"C			
387	TR	10"C	479	TR	9"/10"C	556	TR	8"C	656	TR	8"C	951	TR	24"C	1054	TR	6"C	1156	TR	7"C	1255	TR	12"C	1637	TR	6"/10"C	1700	TR	8"C			
388	TR	14"C	480	TR	6"C	557	TR	6"C	658	TR	6"C	952	TR	8"C	1055	TR	6"C	1157	TR	8"C	1256	TR	12"C	1638	TR	6"C	1701	TR	7"C			
404	TR	6"C	481	TR	14"C	559	TR	6"C	659	TR	6"C	953	TR	12"C	1056	TR	7"C	1158	TR	7"C	1257	TR	14"C	1639	TR	(2)7"C	1702	TR	6"C			
405	TR	12"C	482	TR	16"C	560	TR	7"C	660	TR	12"C	954	TR	22"C	1057	TR	6"C	1159	TR	8"C	1258	TR	18"C	1640	TR	7"/9"C	1703	TR	7"UNK			
406	TR	10"C	483	TR	10"C	561	TR	9"C	661	TR	16"C	955	TR	12"C	1058	TR	7"C	1160	TR	6"C	1259	TR	6"/18"C	1641	TR	9"C	1704	TR	12"C			
407	TR	10"C	484	TR	8"C	562	TR	10"C	663	TR	14"C	956	TR	12"C	1059	TR	10"C	1161	TR	7"C	1262	TR	6"HAU	1642	TR	8"C	1705	TR	(2)6"C			
408	TR	14"C	485	TR	9"C	563	TR	(2)																								

9/28/21

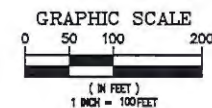
TOTAL SITE AREA
~308,500 SF = 7.1 AC

FIGURE 3



LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60264
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 3 OF 4

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SHM
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

3880 S.E. 8TH AVE., SUITE 280, PORTLAND, OR. 97202
PH: (503) 235-8795 FAX: (503) 233-7889

LOCATED IN THE N.E. 1/4" AND THE N.W. 1/4" SECTION 32, T.2N., R.1E.,
W.M., IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Fischborn

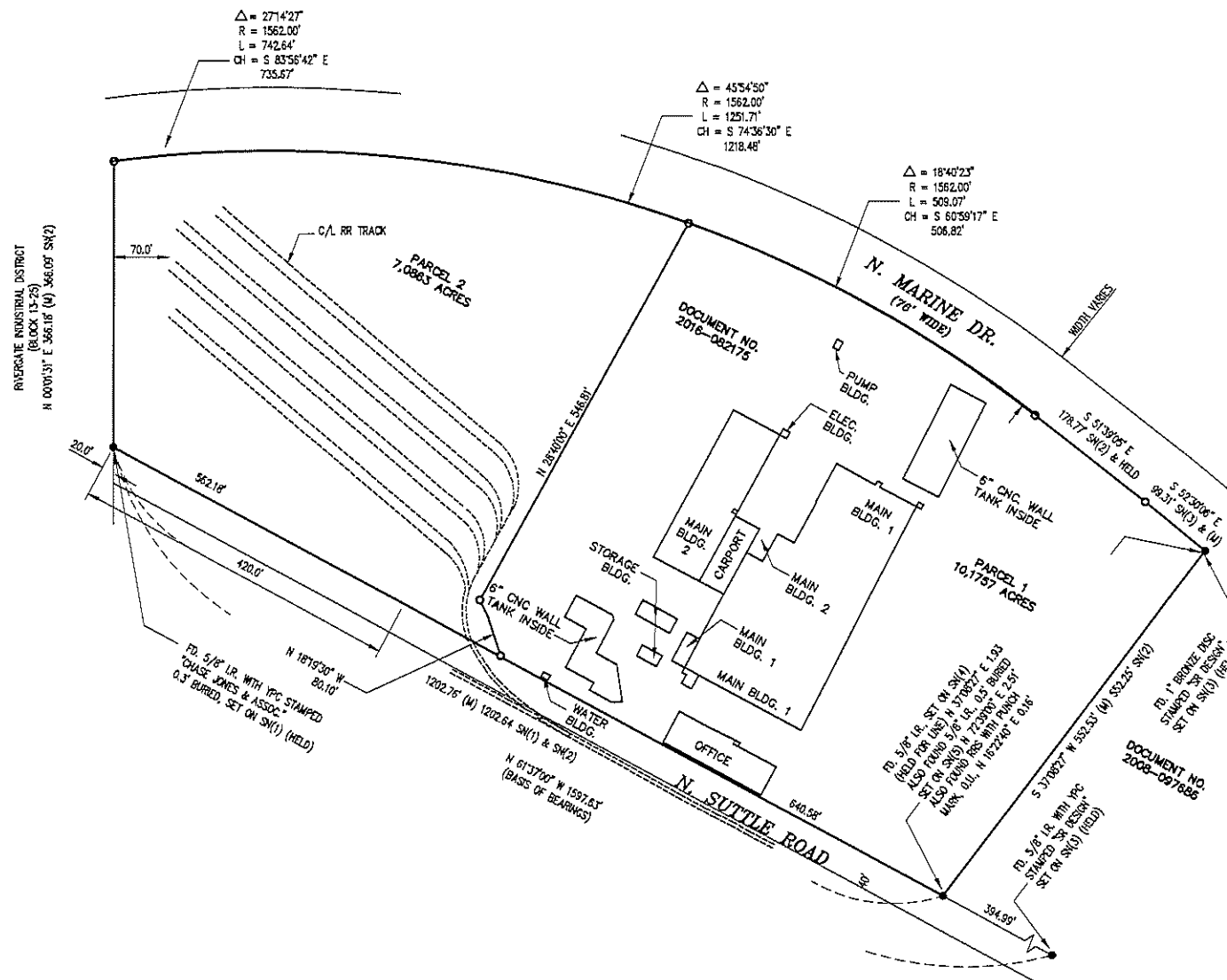
OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

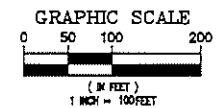
SUPPLEMENTAL SURVEY

FIGURE 4: FUTURE RAILROAD CONCEPTUAL DEVELOPMENT PLAN



LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60284
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 1 OF 2

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SMM
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

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LAND SURVEYOR

Chris Trish

OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

95% DESIGN
7/14/2021

FIGURE 5

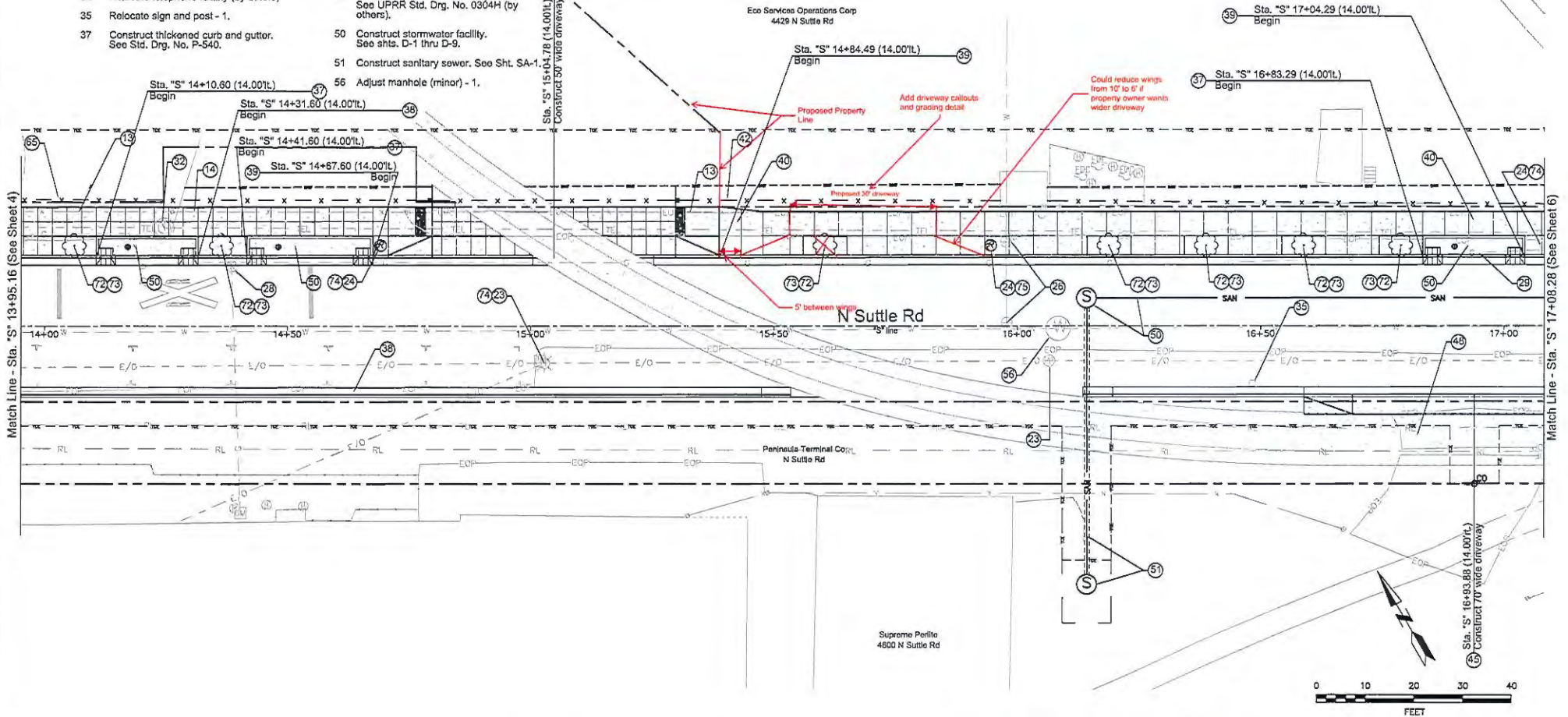
Construction Notes




- 13 Remove fence.
- 14 Remove gate.
- 23 Relocate utility pole/guy wire (by others).
- 24 Install new utility pole (by others).
- 26 Adjust water facility - 2.
- 28 Adjust gas facility.
- 29 Relocate gas facility (by others).
- 32 Relocate telephone facility (by others)
- 35 Relocate sign and post - 1.
- 37 Construct thickened curb and gutter. See Std. Drg. No. P-540.

- 38 Construct curb and gutter. See Std. Drg. No. P-540.
- 39 Construct monolithic curb and sidewalk. See Std. Drg. No. P-551.
- 41 Construct monolithic curb and sidewalk.
- 42 Construct asphalt concrete paved connection. See Std. Drg. No. P-536.
- 45 Construct reinforced concrete driveway. See Sht. 2F and Std. Drg. No. P-528.
- 47 Construct AC driveway connection. See Std Drg No P-532.
- 48 Construct pre-cast concrete panels. See UPRR Std. Drg. No. 0304H (by others).
- 50 Construct stormwater facility. See Shts. D-1 thru D-9.
- 51 Construct sanitary sewer. See Sht. SA-1.
- 56 Adjust manhole (minor) - 1.

- 64 Install type CL-6 chain link gate. See ODOT Std. Drg. No. RD815.
- 65 Install type CL-6 chain link fence. See ODOT Std. Drg. No. RD815.
- 72 Plant tree, Bigleaf Snowbell ("Styrax obassia"), 2 1/2in - 2.
- 73 Construct 4'x9' tree wall. See Std. Drg. No. P-581.
- 74 Relocate existing street light, luminaire arm and photocell (by others).

- 75 Install new cobra-head street light with photocell on 12' luminaire arm. Luminaire shall be Type 2 Model with 3000 lumen output.
- 77 Plant Tree, City Sprite Japanese Zelkova ("Zelkova serrata JFS-KW1"), 2 1/2in - 2.
- 78 Plant Tree, Muskogee Crape Myrtle ("Lagwestroemia Muskogee"), 2 1/2in - 1.



			DESIGNED BY Vega	DATE APPROVED			APPROVALS:	 PORTLAND BUREAU OF TRANSPORTATION CHLOE EUDALY STEVE TOWNSEN, P.E.			N. Suttle Rd. west of N. Portland Rd. L.I.D.	 1725, 1726, 1820
			CAD BY Vega	DIV. ENGINEER			SUPERVISING ENGINEER	REG. PROF. ENGR. NO. 8443PC			Street Plan Sta "S" 13+95.16 to 17+08.28	PROJECT NO. 100000 E11020
			CHECKED BY K. Shora				CITY ENGINEER	REG. PROF. ENGR. NO. 5153PC				SHEET NO. 5
NO.	DATE	DESCRIPTION REVISION			APPR.							

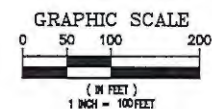
6/17/21

TOTAL SITE AREA
~308,500 SF = 7.1 AC

FIGURE 6

LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60284
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 2 OF 4

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SMW
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

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REGISTERED
PROFESSIONAL
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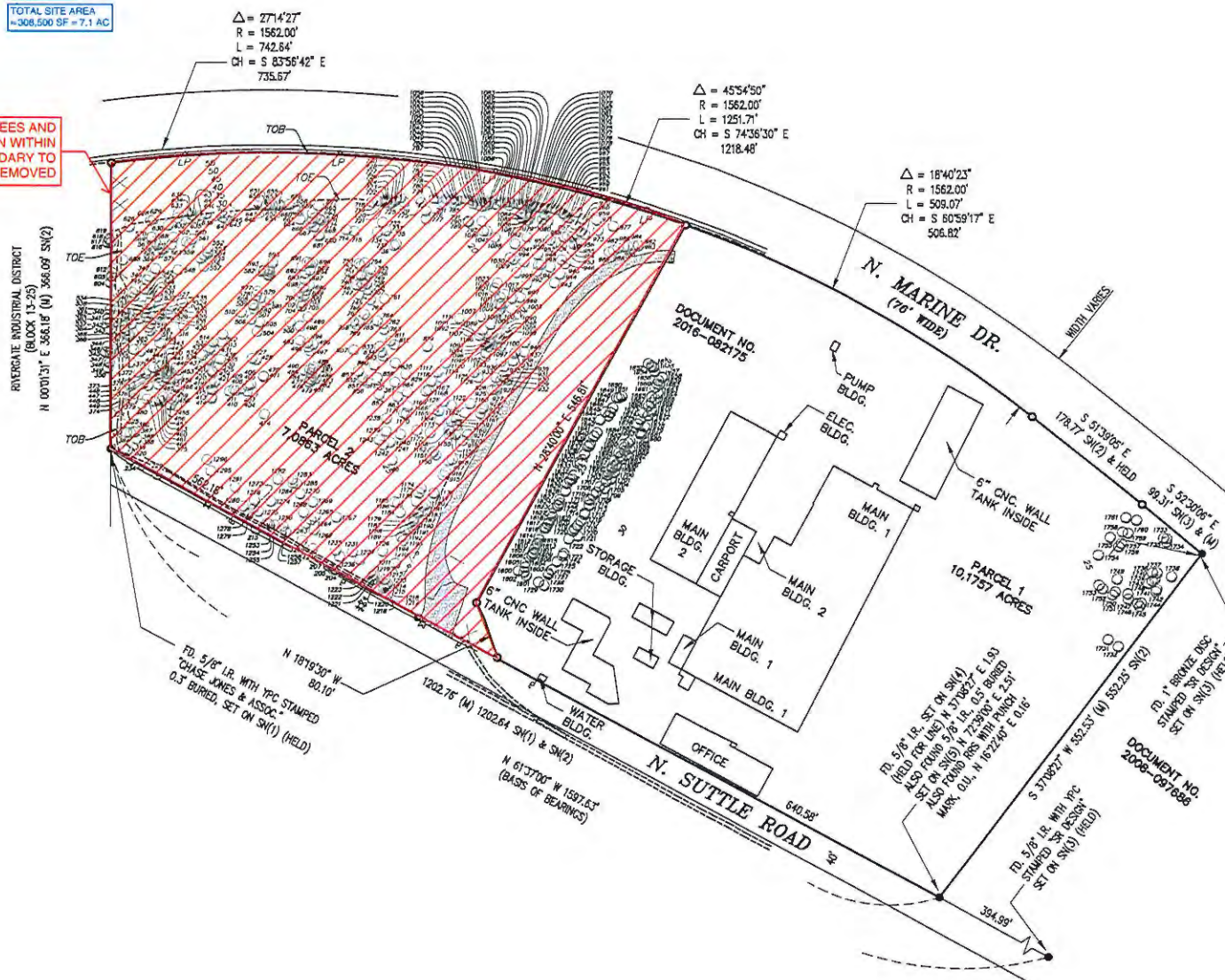
Chris Fischborn
OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

ALL TREES AND
VEGETATION WITHIN
SITE BOUNDARY TO
BE REMOVED

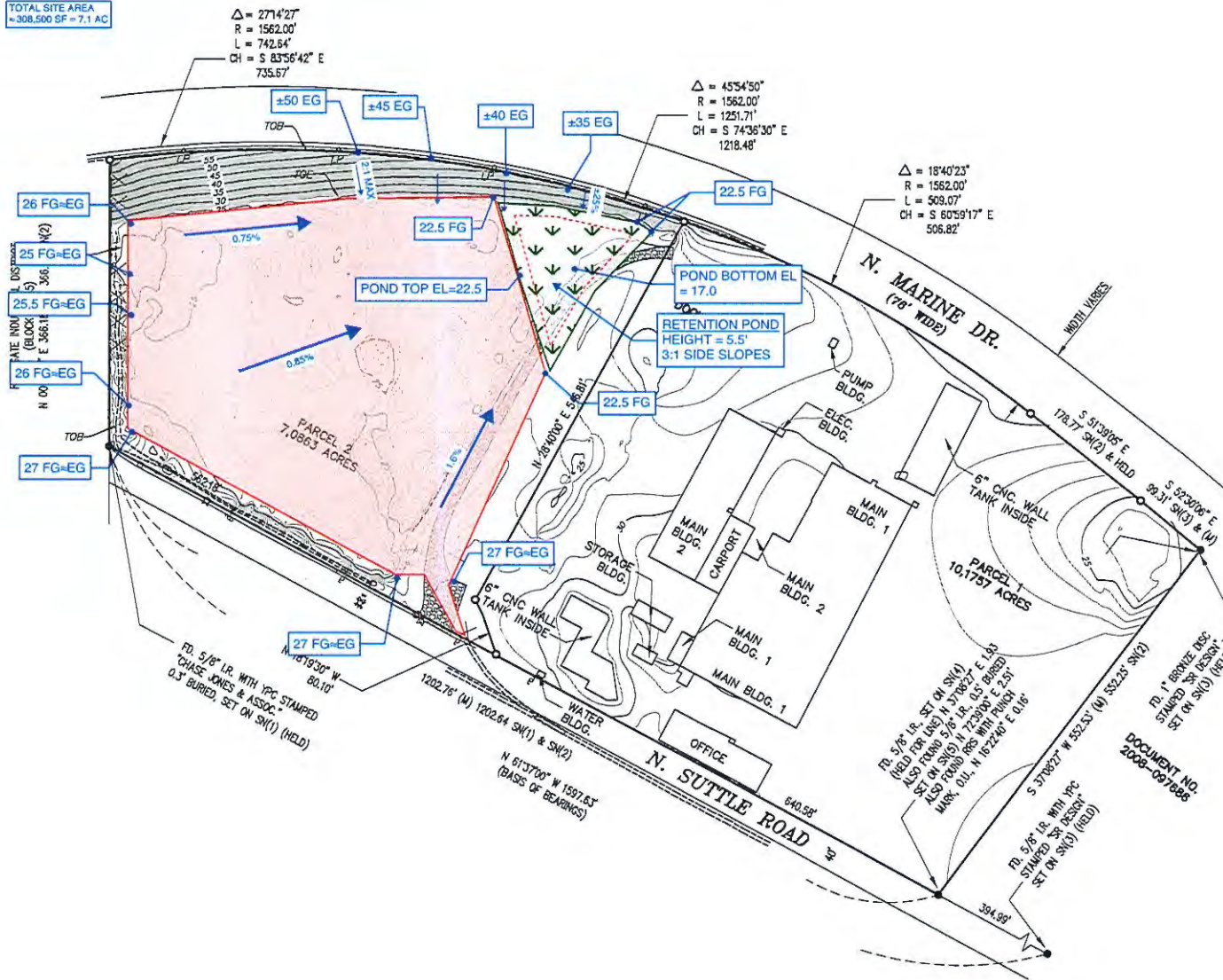


PRELIMINARY GRADING PLAN

9/28/21

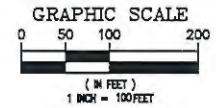
TOTAL SITE AREA
~308,500 SF = 7.1 AC

FIGURE 7



LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
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- SN(5) SN 43544



SHEET 4 OF 4

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SMM
CHKD: CCF
FILE: ~

ZTEC ENGINEERS INC.

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OREGON
JULY 17, 1981
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1944

RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”) is made and entered into this 15th day of October, 2021 (the “Effective Date”), by and between ECO SERVICES OPERATIONS CORP., a Delaware corporation (“Seller”), and PENINSULA TERMINAL COMPANY, an Oregon corporation (“Buyer”). Seller and Buyer are each a “Party,” and collectively the “Parties”.

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of real property being identified as Parcel No. R323385 (including buildings and improvements thereon), located at 4429 N. Suttle Road in Multnomah County, Portland, Oregon, containing a total of 17.61 acres, more or less, and depicted on **Exhibit A** attached hereto (the “Real Property”); and

WHEREAS, upon the terms and conditions set forth in this Agreement, Seller desires to sell and Buyer desires to purchase all of Seller’s right, title and interest in and to the vacant, western portion of the Real Property expressly excluding any buildings or improvements (except a portion of the access road as shown on **Exhibit A-1**), containing a total of approximately 7.0863 acres, as approximately depicted on **Exhibit A-1**, subject to the survey and Partition as described in **Section 3.7** below (the “Property”).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each Party to the other, the Parties, intending to be legally bound hereby, do hereby covenant and agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in **Section 6.1** hereof), Seller agrees to sell, convey and transfer the Property to Buyer, by Bargain and Sale Deed in a form to be mutually agreed to by the Parties (the “Deed”), and Buyer agrees to purchase and receive from Seller, all of Seller’s right, title and interest in and to the Property, free and clear of all liens and encumbrances except for any Permitted Encumbrances (as defined on **Exhibit B**).

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be Two Hundred Twenty-Six Thousand Dollars (\$226,000.00) (the “Purchase Price”) and shall be payable by Buyer to Seller as follows:

(a) At or within five (5) days after Seller approves the Proposed Plat (as defined in **Section 3.7** hereof), Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”) with Seller to be held and returned/disbursed in accordance with this Agreement; and

(b) At the Closing (as defined in **Section 6.1** hereof), (i) the Deposit shall be paid to Seller and credited to the Purchase Price, and (ii) the remainder of the Purchase Price shall be paid by Buyer to Seller by wire transfer of immediately available funds.

2.2 Deposit Non-Refundable. The Deposit is non-refundable to Buyer except as provided in **Section 3.7, Article VII, Article VIII** or **Section 9.1(a)**.

2.3 Access Road. In addition to the payment of the Purchase Price, as additional consideration for the Property, Buyer shall (post-Closing) install, at its sole cost and expense, a new access road on the portion of the Real Property not being sold to Buyer as part of the Property (the “Retained Property”), in a

location acceptable to Seller (the “New Access Road”), to replace the access road located on the Property as shown on **Exhibit A-1** (the “Existing Access Road”). The New Access Road shall (a) have a subbase and gravel surface equal to the Existing Access Road, (b) be substantially the same width as the Existing Access Road, and (c) be able to be used for the same purposes that the Existing Access Road is used for as of the date of this Agreement. Buyer shall coordinate entry onto the Retained Property and construction/installation of the New Access Road with Seller’s on-site facilities manager (Bryan Campbell (Bryan.Campbell@eco-services.com)) to ensure that Seller has the ability to use either the Existing Access Road or the New Access Road at all times and there is no interruption in Seller’s ability to access, use or operation the Retained Property due to the construction/installation of the New Access Road. The provisions of **Sections 4.2** and **4.3** shall apply to Buyer’s entry onto the Retained Property to construct/install the New Access Road. At Closing, the Parties shall enter into a road construction agreement in a form mutually agreed to by the Parties (the “Road Construction Agreement”) which shall evidence Buyer’s agreement and post-Closing obligation to install the New Access Road as provided in this **Section 2.3** and shall contain the terms in this **Section 2.3**, the terms in this Agreement applicable to **Section 2.3** (including as provided in **Sections 4.2** and **4.3**) and such other terms as mutually agreed to by the Parties.

ARTICLE III **PRORATIONS AND EXPENSES**

3.1 Transfer Taxes. Buyer and Seller shall split and pay equally the cost of (a) all transfer taxes/stamps and conveyance fees required to be paid in connection with the transfer and conveyance of the Property, (b) recording and indexing fees for the Deed, and (c) other customary closing costs for similar transactions in Multnomah County, Oregon.

3.2 Title Costs. Buyer shall pay all costs of title searching, abstracting and examination charged by the Title Company, the premiums for the title policy and any endorsements issued by the Title Company.

3.3 Escrow Fees. Buyer and Seller shall split and pay equally the escrow fees charged by the Title Company.

3.4 Legal Fees. Buyer and Seller shall each pay their own legal fees and expenses associated with the preparation and negotiation of this Agreement, the Deed and the documents and transactions contemplated hereby.

3.5 Real Estate Taxes; Municipal Charges. Real estate taxes and other state, county or local taxes, fees, charges and assessments shall be prorated as of the Closing Date. If the actual amount of any such item is not known, the proration shall be on the basis of the most recent ascertainable amounts of, or other reliable information in respect of, each such item and such amounts shall be deemed final and not subject to adjustment after Closing. Real estate tax prorations shall be based upon the tax year of the jurisdiction in question. For clarification if the real estate taxes and/or other state, county or local taxes, fees, charges and assessments cover the entire Real Property, then the amount used for purposes of prorating on the Closing Date shall be based upon the percentage of acreage of the Property as compared to the acreage of the entire Real Property.

3.6 Other Costs. All other costs in connection with the Closing not otherwise specified herein shall be paid by the Parties in accordance with usual and customary practices in Multnomah County, Oregon.

3.7 Survey and Subdivision/Partition. Subject to the terms and conditions of this Agreement, Buyer shall, at its sole cost and expense, (a) within five (5) days after the Effective Date, (i) deliver to Seller a survey, prepared by a surveyor, depicting the proposed Property line, which includes all of the information

and other requirements needed to obtain the subdivision or partition, as applicable, of the Property (the “Proposed Plat”) from all applicable Governmental Authorities, as defined below (“Partition”) and (ii) deliver a report to Seller prepared by a consultant, addressing compliance with the Condition of the Property, as defined in **Section 4.4**, and (b) diligently pursue approval of the Partition of the Property from all applicable Governmental Authorities; provided that, prior to finalization of the Proposed Plat and submittal of the Proposed Plat and other documentation to any Governmental Authority for Partition approval for the Property, Buyer shall obtain Seller’s approval of the Proposed Plat. Seller shall notify Buyer within thirty (30) days of receipt of the Proposed Plat of any revisions Seller requires to approve the Proposed Plat. If Seller has any objections, Buyer and Seller shall work to diligently and in good faith reach an agreement on the Proposed Plat that will be submitted for Partition approval. If the Parties are unable to agree to the Proposed Plat within forty-five (45) days after Buyer submits the Proposed Plat to Seller, Seller or Buyer shall have the right to terminate this Agreement whereupon the Deposit shall be returned to Buyer, this Agreement shall be deemed terminated as of the date of such notice, and neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement except provisions which expressly survive termination. Seller shall cooperate with Buyer in obtaining the Partition approval and shall sign any reasonable documents necessary to obtain Partition approval from all applicable Governmental Authorities. “Governmental Authorities” means any federal, state or local government or other political subdivision thereof, including, without limitation, any person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question.

ARTICLE IV **TITLE AND PROPERTY ACCESS**

4.1 Access. Buyer shall have the right, at Buyer’s sole cost and expense, to enter the Property or any part thereof to make investigations and inspections solely related to the performance of the survey, Partition and any activities related to **Section 3.7** (collectively, “Due Diligence”); provided, that Buyer’s Due Diligence shall not interfere with Seller’s operations on the Retained Property. Notwithstanding anything in this Agreement to the contrary, Buyer agrees that in accepting the Property as-is, it has agreed to purchase the Property without the need for any title or other due diligence, except for the survey, Partition and any activities related to **Section 3.7**, and Buyer shall not have the right to enter the Property for any reason except the performance of the survey, Partition and any activities related to **Section 3.7**.

4.2 Notice of Entry. Buyer shall provide Seller with evidence of insurance, satisfactory to Seller, prior to Buyer or any employees, contractors, subcontractors, agents or representatives of Buyer entering (a) the Retained Property to construct/install the New Access Road as provided in **Section 2.3**, and/or (b) the Property for the purposes described in **Section 4.1**. Buyer shall notify Bryan Campbell (Bryan.Campbell@eco-services.com) by email two (2) business days prior to Buyer or any employees, contractors, subcontractors, agents or representatives of Buyer entering (a) the Property to conduct any activities permitted in **Section 4.1** or (b) the Retained Property to construct/install the New Access Road as provided in **Section 2.3**, and in each case, such email shall include: (i) who will be on the Property or the Retained Property, as applicable; (b) the inspection or other activities that will be performed on the Property or Retained Property, as applicable; (c) the location where the inspection or other activities will be performed on the Property or the Retained Property, as applicable; and (d) a schedule for such inspection or other activities. Seller or its representative shall have the right to accompany Buyer and/or any Buyer employee, contractor, subcontractor, agent or representative at any time Buyer or its employees, contractors, subcontractors, agents or representatives are conducting any activities on the Property or the Retained Property. Buyer shall have the right to provide a written schedule of inspections by email to Seller and in such event, Buyer shall not be obligated to provide the notice described above for each entry that is listed on the schedule unless the schedule changes. Nothing in this Section is intended to broaden the provisions of **Section 4.1** or permit Buyer to access the Retained Property for any reason other than for the purpose provided in **Section 2.3**.

4.3 Liability and Indemnification. In connection with Buyer's access to the Property and/or the Retained Property (as and to the extent expressly provided in this Agreement), Buyer shall, at its sole cost and expense, promptly repair any damage to and restore the Property and/or the Retained Property, as applicable, to as near to its original condition as the Property and/or the Retained Property, as applicable existed before the Effective Date as is reasonably possible; provided, however, that Buyer shall only be obligated to repair and restore the Property in the event that Buyer does not purchase the Property at the Closing and the Parties acknowledge that once the New Access Road is complete, Buyer shall not have any obligation to restore the portion of the New Access Road located on the Retained Property to its original condition. In addition, Buyer hereby agrees to indemnify, hold harmless and defend Seller and Seller's employees, officers, directors, agents, representatives, successors and assigns ("Seller's Indemnified Parties") against any and all claims, suits, losses, damages and liabilities arising in any way out of or relating to (a) the Due Diligence or the performance of such Due Diligence (including performance of the survey, the Partition and any activities related to **Section 3.7** or any exacerbation of any environmental conditions) and (b) the installation and construction of the New Access on the Retained Property, except in the case of (a) or (b) to the extent caused by the gross negligence and/or willful misconduct of Seller or anyone Seller has engaged to act on its behalf. Buyer's repair, restoration and indemnification obligations under this **Section 4.3** shall survive the Closing or the termination of this Agreement, as applicable.

4.4 As-Is. BUYER EXPRESSLY ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED "AS IS" AND "WITH ALL FAULTS" AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE DEED. BUYER ACKNOWLEDGES THAT IT HAS MADE SUCH INVESTIGATION OF THE CONDITION OF THE PROPERTY AND CONDUCTED DUE DILIGENCE AS BUYER DEEMED NECESSARY OR ADVISABLE AND IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF SUCH CONDITION AND DUE DILIGENCE AND NOT UPON ANY STATEMENT OR OPINION BY SELLER OR ANY SELLER'S INDEMNIFIED PARTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS PROVIDED IN THE DEED, BUYER EXPRESSLY AGREES THAT NONE OF SELLER OR ANY SELLER'S INDEMNIFIED PARTY HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. Without limiting the foregoing, by accepting the Deed and any other documents provided for herein and paying the Purchase Price, Buyer is thereby acknowledging that (a) it is familiar with the Property and has had full opportunity, to the extent it desired to do so, to fully inspect and review (i) the environmental condition of the Property, (ii) the title to the Property, (iii) compliance of the Property with all applicable laws, and (iv) such other engineering, financial, and operational matters related to the Property, as Buyer has deemed appropriate; (b) Buyer is accepting the Property in "AS-IS, WHERE-IS" condition and state of repair, with all faults and without representation or warranty (except as expressly provided in this Agreement); (c) Buyer is accepting and agrees to be liable for any and all environmental liabilities arising from, related to or associated with the Property whether such obligations and liabilities arose, occurred or relate to the period prior to, on or after the Closing Date; and (d) Buyer is aware that the development of the Property will be impacted by the following factors: (i) the Property is subject to easements for right of way and temporary construction granted to the Portland Bureau of Transportation ("PBOT") in connection with the rebuilding of North Suttle Road; (ii) rail access to the Property will require PBOT approval of a railroad crossing across N. Suttle Rd. from Buyer's mainline to the Property; (iii) the Property is subject to an Equitable Servitude and Easement granted to the Oregon Department of Environmental Quality; (iv) the Property is in a designated flood hazard zone; (v) the Property is tree covered and tree preservation is a land division criteria; (vi) areas of the Property have slopes in excess of twenty percent (20%) which may necessitate landslide mitigation as a condition of partition; and (vii) any

other factors that an inspection or environmental assessment would reveal and all matters of record (“Condition of the Property”).

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

5.1 Seller’s Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) Seller has all necessary power and authority to enter into this Agreement and Seller’s Closing Deliverables described in **Section 6.3(a)** hereof, to perform its obligations pursuant to this Agreement and Seller’s Closing Deliverables, and to consummate the transactions contemplated by this Agreement and Seller’s Closing Deliverables, without the consent or authorization of, or notice to, any third party. This Agreement constitutes, and Seller’s Closing Deliverables when delivered will constitute, the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms; and

(c) the execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated herein will not conflict with, or result in a breach, with or without notice or the passage of time, or both, of, any of the terms or provisions of, or constitute a default under, any agreement, indenture, mortgage, or other instrument to which Seller is a party or by which Seller or the Property is bound.

5.2 Buyer’s Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon;

(b) Buyer has all necessary power and authority to enter into this Agreement and Buyer’s Closing Deliverables described in **Section 6.3(b)** hereof, to perform its obligations pursuant to this Agreement and Buyer’s Closing Deliverables, and to consummate the transactions contemplated by this Agreement and Buyer’s Closing Deliverables, without the consent or authorization of, or notice to, any third party. This Agreement constitutes, and Buyer’s Closing Deliverables when delivered will constitute, the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms;

(c) The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated herein will not conflict with, or result in a breach, with or without notice or the passage of time, or both, of, any of the terms or provisions of, or constitute a default under, any agreement, indenture, mortgage, or other instrument to which Buyer is a party or by which Buyer is bound; and

(d) Buyer’s payment of the Purchase Price is not conditioned on Buyer obtaining financing.

ARTICLE VI **CLOSING; CLOSING CONDITIONS**

6.1 Closing. The closing of the transaction contemplated in this Agreement (the “Closing”) shall take place within ten (10) days following the completion of the Partition, but in no event later than the ninetieth (90th) day after the Effective Date (the “Closing Date”); provided, however, the Closing Date may be extended by Buyer for up to an additional ninety (90) days if the inability to complete the partition is attributable to requirements imposed by the City of Portland. The Closing shall be held at the office of the Title Company (as defined below) or at another location mutually acceptable to the Parties, or the Parties may choose to close through the mail/email. If on the Closing Date, as such date may be extended as expressly provided herein, all of the conditions to closing set forth in **Sections 6.2(a)** and **6.2(b)** have been satisfied or waived except the Partition has not occurred, either Seller or Buyer shall have the right to terminate this Agreement by providing written notice to the other Party whereupon the Deposit shall be delivered to Buyer, this Agreement shall be deemed terminated as of the date of such notice, and neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement except provisions which expressly survive termination.

6.2 Conditions to Closing.

(a) The obligation of Seller to consummate the transactions contemplated by this Agreement on the Closing Date are subject to the satisfaction of the following conditions:

(i) The representations and warranties of Buyer in **Section 5.2** and **Section 11.2(b)** are true and correct on the Effective Date and the Closing Date;

(ii) Buyer shall have performed or complied with all covenants, conditions and agreements required by this Agreement to be performed or complied with by Buyer on or before the Closing Date or such earlier date, to the extent an earlier date for performance or compliance is expressly provided in this Agreement;

(iii) Buyer shall have delivered or shall be prepared to deliver, and execute as required, all the deliverables and documents provided in **Section 6.3(b)** (including the payment of the Purchase Price); and

(iv) The Partition shall have occurred.

(b) The obligation of Buyer to consummate the transactions contemplated by this Agreement on the Closing Date are subject to the satisfaction or written waiver by Buyer of the following conditions:

(i) The representations and warranties of Seller in **Section 5.1** and **Section 11.2(a)** are true and correct on the Effective Date and the Closing Date;

(ii) Seller shall have performed or complied with all covenants, conditions and agreements required by this Agreement to be performed or complied with by Seller on or before the Closing Date or such earlier date to the extent an earlier date for performance or compliance is expressly provided in this Agreement;

(iii) Seller shall have delivered or shall be prepared to deliver, and execute as required, all the deliverables and documents provided in **Section 6.3(a)**; and

(iv) The Partition shall have occurred.

6.3 Closing Deliveries.

(a) At Closing, Seller shall deliver or cause to be delivered to Buyer, the following documents, each of which shall have been duly executed by Seller and notarized, if applicable (collectively, “Seller’s Closing Deliverables”):

- (i) The Deed conveying the Property;
- (ii) Seller’s affidavit of non-foreign status, as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended;
- (iii) A settlement statement in form and substance mutually agreed to by the Parties;
- (iv) An owner’s affidavit in form and substance satisfactory to Seller and any national recognized title company (the “Title Company”) for the benefit of the Title Company;
- (v) A certificate from Seller confirming Seller’s representations and warranties in **Section 5.1** and **Section 11.2(a)** are true and correct on the Closing Date;
- (vi) Such documentation as may be reasonably requested to evidence Seller’s good standing as a Delaware limited liability company and as may be reasonably requested by the Title Company to issue a title insurance policy for the Property to Buyer;
- (vii) The Road Construction Agreement; and
- (viii) Such other documents as may be required hereunder or as may otherwise be mutually agreed to by the Parties.

(b) At Closing, Buyer shall deliver or cause to be delivered to Seller, the following and any documents shall be duly executed by Buyer and notarized, if applicable, (collectively, “Buyer’s Closing Deliverables”):

- (i) A wire transfer in the amount of the balance of the Purchase Price (as described in **Section 2.1(b)(ii)**);
- (ii) The Deposit shall be applied by Seller to the Purchase Price (as described in **Section 2.1(b)(1)**);
- (iii) A settlement statement in form and substance mutually agreed to by the Parties executed by Buyer;
- (iv) A certificate from Buyer confirming Buyer’s representations and warranties in **Section 5.2** and **Section 11.2(b)** are true and correct on the Closing Date;
- (v) Such documentation as may be reasonably requested to evidence Buyer’s good standing as an Oregon corporation and as may be reasonably requested by the Title Company to issue a title insurance policy for the Property to Buyer; and
- (vi) The Road Construction Agreement; and
- (vii) Such other documents as may be required hereunder or as may otherwise be mutually agreed to by the Parties.

ARTICLE VII
CASUALTY PRIOR TO CLOSING

Risk of loss of the Property shall remain upon Seller until the Closing Date. If there is material change in the physical condition of the Property due to a casualty between the Effective Date and the Closing Date, Seller shall notify Buyer in writing of such material change within ten (10) business days after Seller has knowledge of such material change and Buyer shall notify Seller in writing, within five (5) business days after the date Buyer receives the notice of such material change (but in no event later than the Closing Date) of Buyer's election to: (a) terminate this Agreement without liability therefor, whereupon the Deposit shall be returned to Buyer, this Agreement shall be deemed terminated as of the date of such notice, and neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement and Seller shall retain the insurance proceeds, if any, related to such material change or (b) proceed to Closing, without any reduction in the Purchase Price, whereupon the Parties shall consummate the transactions herein contemplated (provided all other conditions to Closing contained herein shall have been satisfied or waived). If Buyer fails to provide notice of its election within the period provided above, Buyer shall be conclusively deemed to have chosen option (b).

ARTICLE VIII
CONDEMNATION

Should all or any material part of the Property be taken or condemned by any public authority or an action or other proceeding therefore be commenced between the Effective Date and the Closing Date, Buyer shall notify Seller in writing, within five (5) days after Buyer receives written notice of the taking or condemnation from Seller (but in no event later than the Closing Date) of Buyer's election to:

(a) terminate this Agreement without liability therefor, whereupon the Deposit shall be returned to Buyer, this Agreement shall be deemed terminated as of the date of such notice, and neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement, and Seller shall retain any and all of the award from such taking or condemnation; or

(b) proceed to Closing with respect to the remaining portion of the Property not taken or condemned without any reduction in Purchase Price, whereupon the Parties shall consummate the transactions herein contemplated (provided all other conditions to Closing contained herein shall have been satisfied or waived) and Seller shall assign to Buyer all of Seller's right, title and interest in and to any award resulting from such taking or condemnation.

If Buyer fails to provide notice of its election within the period provided above, Buyer shall be conclusively deemed to have chosen option (b). Buyer acknowledges and agrees that any permanent or temporary easements or rights-of-way that have been granted to PBOT prior to the Effective Date shall not be (and shall not be deemed to be) a taking or condemnation for purposes of this Article VIII.

ARTICLE IX
DEFAULT AND REMEDIES

9.1 **Default by Seller.** In the event Seller defaults in the performance of any material covenant, agreement or obligation under this Agreement and the Closing fails to occur on or before the Closing Date by reason thereof (and all of the conditions in **Section 6.2(a)** have been satisfied), Buyer shall be entitled to:

(a) terminate this Agreement, in which event the Deposit shall be returned to Buyer and Seller shall promptly reimburse Buyer for its reasonable out-of-pocket expenses (to be evidenced by reasonable supporting documentation of the payment of such expenses) incurred in connection with this Agreement (not to exceed Twenty-Five Thousand Dollars (\$25,000.00)), including, without limitation,

survey costs, storm water consultant fees, permitting consultant fees, road crossing application costs, title search, and other fees and costs incurred in connection with Buyer's due diligence and the lot split contemplated herein, and reasonable attorneys' fees), and, after Buyer has recovered all such amounts (not to exceed Twenty-Five Thousand Dollars (\$25,000.00)), both Parties shall be relieved of and released from any further liability hereunder except with respect to provisions which expressly survive termination; or

(b) pursue an action for specific performance to enforce Seller's obligations to convey the Property, in which event, notwithstanding anything herein to the contrary, Seller shall pay Buyer's reasonable attorneys' fees and costs to enforce such obligation if Buyer prevails, provided, that if Buyer fails to commence an action for specific performance within thirty (30) days after the date of Buyer giving notice to Seller of Seller's default, time being of the essence, then Buyer shall be conclusively presumed to have waived the remedy in this **Section 9.1(b)**.

(c) Buyer acknowledges and agrees that the remedies in this **Section 9.1** are Buyer's sole and exclusive remedies for Seller's failure to close as provided in this Section and Buyer waives any other rights or rights Buyer may have at law, in equity, or otherwise. The Parties acknowledge and agree that Buyer's remedies are not available in the event that Seller terminates this Agreement pursuant to express rights granted to Seller in this Agreement, including in **Sections 3.7, 6.1 and 11.1**.

9.2 Default by Buyer. In the event Buyer defaults in the performance of any material covenant, agreement or obligation under this Agreement and the Closing fails to occur on or before the Closing Date by reason thereof (and all of the conditions in **Section 6.2(b)** have been satisfied), Seller shall (a) receive the Deposit, plus all interest earned thereon, (b) be reimbursed by Buyer promptly for Seller's reasonable out of pocket expenses to be evidenced by reasonable supporting documentation of the payment of such expenses (including legal fees); and/or (c) have the right to pursue any and all actions or remedies at law, in equity or otherwise, including an action for specific performance. Seller's rights in this **Section 9.2** are cumulative. The Parties acknowledge and agree that Seller's remedies in **Section 9.2(c)** are not available in the event that Buyer terminates this Agreement pursuant to express rights Buyer has to terminate under **Sections 3.7 or Articles VII or VIII**.

9.3 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS.

ARTICLE X **ASSUMPTION; RELEASE; SURVIVAL**

10.1 Assumption. In addition to and without limiting the terms of **Sections 4.4, 10.2 and 10.3** hereof, Buyer acknowledges and agrees and Buyer hereby assumes all obligations and liabilities (including environmental obligations and liabilities) arising from, related to or associated with the Property whether such obligations and liabilities arose, occurred or relate to the period prior to, on or after the Closing Date ("**Assumed Liabilities**").

10.2 Release. Notwithstanding anything to the contrary in this Agreement, Buyer hereby forever waives, releases and discharges Seller and Seller's Indemnified Parties from any claims, causes of action, suits, losses, costs or charges related to the Assumed Liabilities.

10.3 Indemnification. In addition to, and without limiting any other provisions of this Agreement, from and after the Closing, Buyer agrees to indemnify, hold harmless and defend Seller or any Seller's Indemnified Parties against any and all claims, suits, losses, damages and liabilities arising in any

way out of or relating to (a) the Assumed Liabilities, (b) any breach by Buyer of Buyer's representations and warranties or any covenant or agreement of Buyer set forth in this Agreement, (c) the presence of hazardous substances or hazardous materials ("Hazardous Substances") currently on the Property, (d) Seller's past or present release of Hazardous Substances on the Property, (e) Seller's past or present use, treatment or storage of Hazardous Substances on the Property, (f) any activity by Buyer or its affiliates or any tenant of Buyer, in connection with any actual or proposed remediation of such Hazardous Substances on the Property, whether or not such remediation is voluntary or pursuant to governmental order or law, and (g) Seller's past or present non-compliance or violation of environmental laws or permits with respect to the Property; provided, however, that Seller shall remain responsible for any Hazardous Substances that migrate onto the Property after Closing due to Seller's operations on the Real Property that is not part of the Property. For purposes of subparts (c) through (g) of this **Section 10.3**, the term "Seller" or "Seller's" includes Eco Services Operations Corp. and its predecessor Eco Services Operations, LLC.

10.4 Survival. None of the terms, conditions, covenants, representations or warranties in this Agreement shall survive Closing or delivery of the Deed except (a) as expressly provided in this Agreement, and (b) those in **Sections 4.4, 5.1, 5.2, 10.1, 10.2, 10.3, 10.4** and **11.2** which shall survive indefinitely.

ARTICLE XI

MISCELLANEOUS

11.1 Time of the Essence. If the Closing does not occur on or before the Closing Date, Seller has the right, in its sole discretion to (a) declare time to be of the essence of this Agreement by giving written notice thereof to Buyer, or (b) terminate this Agreement and if applicable pursue any rights and remedies Seller has under **Section 9.2** hereof. If Seller declares time to be of the essence, the notice shall fix the time, date and place of Closing, which date shall be no sooner than ten (10) business days nor later than fifteen (15) business days following the date such notice is given and if the Closing doesn't occur on such date Seller shall have the right to terminate this Agreement and, if applicable, pursue any rights and remedies Seller has under **Section 9.2** hereof.

11.2 Brokers.

(a) Seller represents and warrants to Buyer that Seller has not retained any real estate broker or agent so as to entitle such broker or agent to any commission in connection with the sale of the Property to Buyer. Seller shall indemnify, defend and hold harmless Buyer against all losses, damages, costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand or liability to or asserted by any broker, agent or finder, licensed or otherwise, claiming to have dealt with Seller in connection with this transaction.

(b) Buyer represents and warrants to Seller that Buyer has not retained any real estate broker or agent so as to entitle such broker or agent to any commission in connection with the sale of the Property to Buyer. Buyer shall indemnify, defend and hold harmless Seller against all losses, damages, costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand or liability to or asserted by any broker (including Waterman), agent or finder, licensed or otherwise, claiming to have dealt with Buyer in connection with this transaction.

11.3 Notices. All notices and consents required herein shall be in writing and shall be deemed given if sent by overnight delivery by a national overnight delivery company or by certified or registered mail, return receipt requested, as follows:

To Seller:	Eco Services Operations Corp. c/o Ecovyst Catalyst Technologies LLC
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300 Lindenwood Drive
Malvern, PA 19355 USA
Attn: Joseph Koscinski

With a copy to: Marnie S. Schock
Babst Calland
Two Gateway Center
Pittsburgh, PA 15222

To Buyer: Peninsula Terminal Company
c/o John M. Manos
447 Miner Road
Highland Heights, OH 44143

11.4 Entire Agreement. This Agreement (including the recitals hereof and the exhibits hereto, all of which are fully incorporated herein), the Seller's Closing Deliverables and the Buyer's Closing Deliverables collectively constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersede all previous negotiations, commitments or writings with respect thereto.

11.5 Amendments; Waivers. This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by both Parties. The failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be a waiver of such provision or in any way affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and any such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach of this Agreement.

11.6 Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

11.7 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute one and the same instrument. For purposes of the foregoing, facsimile signatures or signatures transmitted by email or PDF shall have the same force or effect as original signatures.

11.8 Binding Effect; Assignment. This Agreement shall be binding upon the Parties, their respective successors and permitted assigns. Buyer shall not transfer or assign this Agreement, in whole or in part and shall not transfer or assign any of Buyer's rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion, and any transfer attempted without the prior written consent of Seller shall be null and void. For purposes of the foregoing, a merger, change of control or other similar transaction that changes the ownership or control of Buyer, directly or indirectly, shall be deemed a transfer requiring Seller's prior written consent as provided in this **Section 11.8.**

11.9 Severability. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.10 Confidentiality. Each Party shall keep the terms of this Agreement and all documents, data, reports and other information provided by or for the other Party (or its affiliates) in connection with this Agreement and the rights, obligations, duties, interests and transactions contemplated hereby, expressly excluding any such information that is publicly available so long as it is not publicly available as a result of a breach of this **Section 11.10** (collectively, the “Confidential Information”) confidential and not disclose the same (other than disclosure to a Party’s members, directors, officers, employees, financial advisors, accountants, consultants, attorneys or lenders *provided* such members, directors, officers, employees, financial advisors, accountants, consultants, attorneys or lenders are under an obligation to keep such Confidential Information confidential) without the prior written consent of the other Party. The foregoing shall not restrict disclosures to the extent necessary for a Party to perform its obligations under this Agreement. Confidential Information shall exclude information that: (i) a receiving Party can show was in the public domain prior to the time of disclosing Party’s communication thereof to the receiving Party, (ii) entered the public domain through no fault of the receiving Party subsequent to the time of the disclosing Party’s communication thereof to the receiving Party, (iii) was in the receiving Party’s possession free of any obligation of confidence at the time of the disclosing Party’s communication thereof to the receiving Party, (iv) is required by law, regulation or securities exchange rules applicable to a Party or its affiliates to be disclosed, upon the advice of legal counsel for such Party or its affiliates; or (v) the disclosing Party has authorized the receiving Party, in writing in advance, to disclose, but only to the extent permitted in such disclosing Party’s notice. In the event the receiving Party is required by order of any governmental authority to disclose any Confidential Information, the receiving Party will give the disclosing Party prompt notice thereof, to the extent permitted by applicable Law, so that the disclosing Party may seek an appropriate protective order and the receiving Party will reasonably cooperate, at the disclosing Party’s expense, in the disclosing Party’s efforts to object to or limit such compelled disclosure. In the absence of a protective order or written waiver of the requirements of this **Section 11.10**, the receiving Party shall disclose only such portion of the Confidential Information as its legal counsel advises is required to be disclosed, and the receiving Party shall use its commercially reasonable efforts to obtain confidential treatment of any Confidential Information so disclosed. The obligations contained in this **Section 11.10** shall survive any termination of this Agreement.

11.11 Governing Law. This Agreement shall be construed insofar as possible in accordance with the laws of the State of Oregon without regarding to its conflicts of law rules.

11.12 No Recording. Neither Party shall cause this Agreement, nor any part or memorandum thereof, to be filed or placed of record.

11.13 No Third Party Beneficiary. Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a Party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein, nor shall anything herein be construed to create any relationship or partnership, agency, joint venture, or the like between Seller and Buyer.

11.14 Mandatory Disclaimer. The following statements are made in accordance with ORS 93.040:

(a) THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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 5 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.


(b) 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 17, 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 IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING 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 5 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER:

ECO SERVICES OPERATIONS CORP.

By: 
Name: JOSEPH S. KOSCIŃSKI
Title: VP and General Counsel

BUYER:

PENINSULA TERMINAL COMPANY,

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER:

ECO SERVICES OPERATIONS CORP.

By: _____

Name: _____

Title: _____

BUYER:

PENINSULA TERMINAL COMPANY,

By:  _____

Name: John Manos

Title: President

EXHIBIT A
REAL PROPERTY

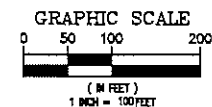


EXHIBIT A-1

PARCEL 2 = PROPERTY

LEGEND:

- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING TREE
- SN(1) SN 49836
- SN(2) SN 60264
- SN(3) SN 60910
- SN(4) SN 52527
- SN(5) SN 43544



SHEET 1 OF 2

JOB#: 21-4083-1
DATE: 2-11-21
SCALE: 1"=100'
DRAWN: SMN
CHKD: CCF
FILE: -

ZTEC ENGINEERS INC.

3880 S.E. 8TH AVE., SUITE 280, PORTLAND, OR 97202
PH: (503) 235-8795 FAX: (503) 233-7889

LOCATED IN THE N.E. 1/4 AND THE N.W. 1/4 SECTION 32, T.2N., R.1E.,
W.M., IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Fischborn

OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944
RENEWAL DATE: 1/1/2022

ECO SERVICES OPERATIONS CORP.

4429 N. SUTTLE RD.

SUPPLEMENTAL SURVEY

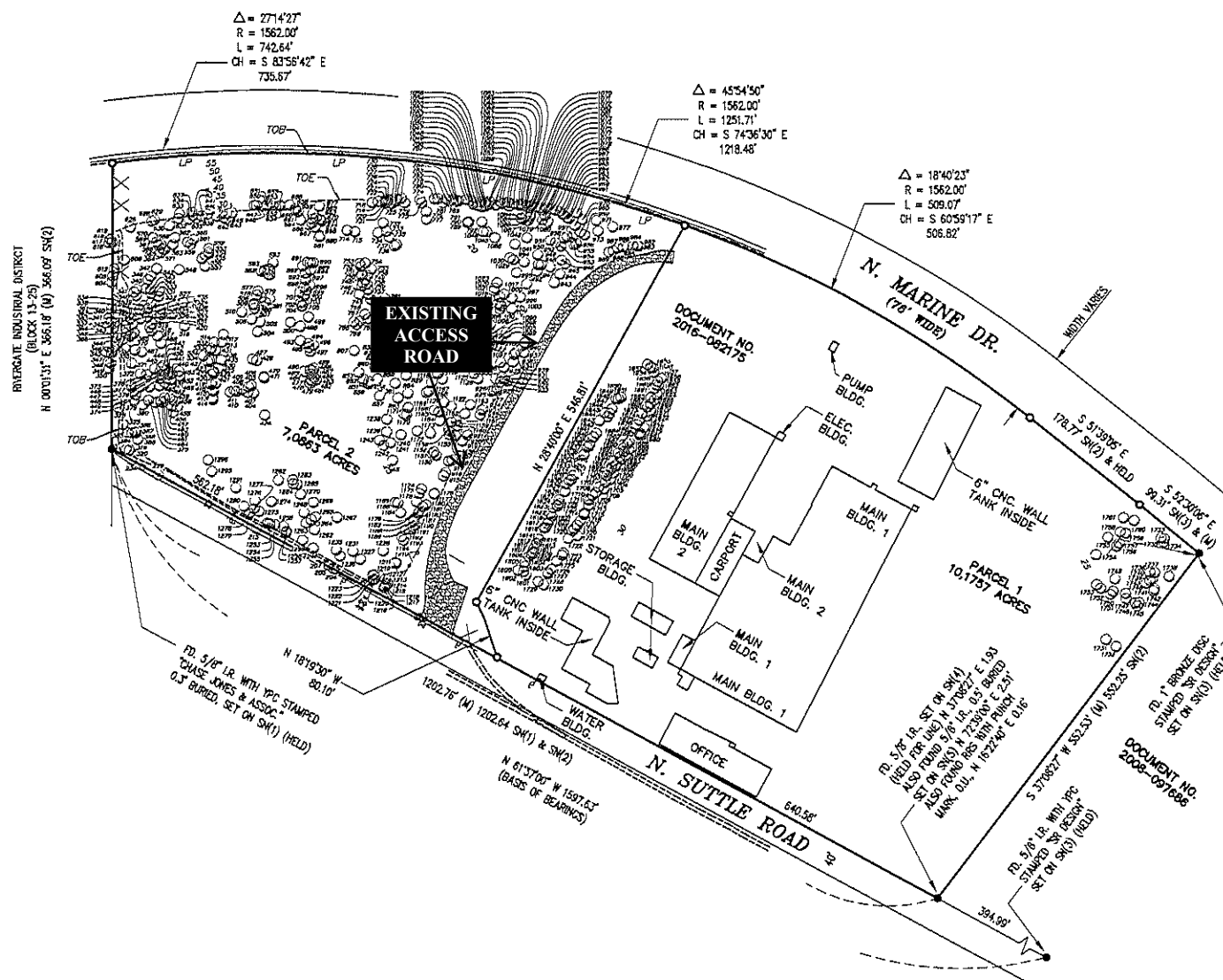


EXHIBIT B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” shall mean:

1. Liens for real estate, ad valorem or other taxes, assessments or governmental charges, whether general or special, not yet due and payable;
2. Zoning and building regulations, ordinances or requirements of any governmental authority having jurisdiction over the Property;
3. Standard preprinted exceptions which appear in the standard form ALTA owner’s policy of title insurance issued by Title Company in the State of Oregon;
4. All matters and conditions (including but not limited to (a) matters/conditions shown on Buyer's title commitment, and (b) matters/conditions evident from an inspection of the Property and Buyer’s Due Diligence (including matters/conditions shown on any survey)); and
5. The Condition of the Property (as defined in **Section 4.4**).

ORDER NO. 51367

ODOT CROSSING NO. 29A-000.70-C

U.S. DOT NO. In progress of being requested

**BEFORE THE OREGON DEPARTMENT
OF TRANSPORTATION**

RX 1953

**RX 1955: In the Matter of the opening the new)
industrial spur Highway-Rail Grade Crossings) FINAL ORDER
at N. Suttle Road and PENINSULA TERMINAL)
COMPANY in Portland, Multnomah County,)
Oregon.)**

Pursuant to ORS 824.202, the Oregon Department of Transportation, Commerce and Compliance Division (Department) has authority over the construction, alteration and protection of railroad-highway crossings in the State of Oregon. On May 12th 2021, the Peninsula Terminal Company made application under ORS 824.204 and ORS 824.206 seeking authority to construct the subject railroad-highway grade crossings (hereafter "crossing" or "crossings"). The affected railroad is the Peninsula Terminal Company (PT). The affected public authority in interest is the Portland Bureau of Transportation (PBOT).

The Appendix to this Order depicts the scope of the proposed crossing project. The average daily traffic (ADT) volume at the new crossing is estimated at ≈ 45 vehicles. The posted speed of vehicles is 25 miles per hour (mph). The roadway intersects the track at an angle of ≈ 35 degrees. There is a daily average of 1 switch train over the crossing. The maximum authorized speed on this track is 10 mph.

Applicant proposes to construct a new grade crossing, No. 29A-000.70. The new crossing will provide access to a new industry. Applicant proposes that the crossing be equipped with Crossbuck/YIELD sign assemblies, new sidewalks with tactile warning strips, and concrete panels.

From the foregoing, the Department finds the proposed grade crossing is required by the public safety, public convenience and general welfare. It is neither practical nor necessary to construct a separated crossing at this location. The Department proposes that the application be granted upon the following terms.

1. Construction of crossing No. 29A-000.70 shall be substantially in progress within **two years** from the entered date of the Final Order. Otherwise, the authority expires on that date. No authority to establish a Quiet Zone is granted by this Final Order.
2. The new grade crossing shall not be opened to railroad use until the final inspection has passed.

3. Road authority (PBOT) shall:

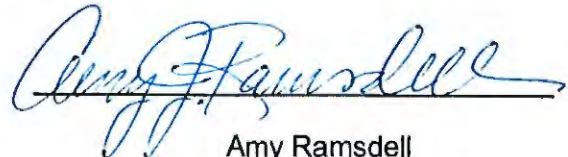
- a. Construct and maintain that portion of the crossing lying outside lines drawn perpendicular to the end of ties (of each track) to accommodate the roadway configuration and sidewalks depicted in the Appendix to this Order, and bear all the costs. The roadway approaches shall comply with OAR 741-120-0020 (1), (2), (3), and (4), and the sidewalks shall comply with OAR 741-120-0025 (1), (2), and (3).
- b. Furnish, install, and maintain standard curb according to OAR 741-110-0030 (7) adjacent to the ordered automatic signals at the crossing, and bear all the costs. Curb shall commence not less than 10 feet from the centerline of nearest track and extend at full height not less than 50 feet in advance of the automatic signals.
- c. Furnish, install, and maintain tactile warning strips on the sidewalk approaches to the crossing, and bear all the costs. The tactile strips shall have a minimum width of two feet and be placed a minimum of 12 feet 8 inches from the nearest rail per ODOT Standard Drawing No. RD 759, and as depicted in the Appendix to this Order.
- d. Furnish, install, and maintain two stop clearance lines at the crossing according to OAR 741-110-0030 (2) (b), and bear all the costs. Locate the devices as depicted in the Appendix to this Order, and in accordance with OAR 741-110-0040 (3).
- e. Furnish, install, and maintain two grade crossing advance warning (W10-1) signs and two grade crossing advance warning pavement markings on the roadway approaches to the crossing according to OAR 741-110-0030 (1), and bear all the costs. Locate the devices as depicted in the Appendix to this Order, and in accordance with OAR 741-110-0040 (4).

ORDER NO 51367.

4. Railroad (PT) shall:
 - a. Construct that portion of the crossing lying between lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalks depicted in the Appendix to this Order. The roadway shall comply with OAR 741-120-0020 (1), (2), (3), and (4), and the sidewalks shall comply with OAR 741-120-0025 (1), (2), and (3).
 - b. Maintain the ordered items in paragraphs 4 a. and bear all the costs.
 - c. Notify the Department in writing not less than five working days prior to the date that the crossing is to be placed in service.
5. Each party shall notify the Department in writing upon completion of its portion of the project.

Made, entered, and effective

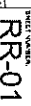
8/4/2021



Amy Ramsdell
Commerce and Compliance Division Administrator

RIGHT TO APPEAL

Parties to this Order have the right to appeal this Order to the Oregon Court of Appeals pursuant to OAR 183.482. To appeal you must file a petition for judicial review with the Court of Appeals within 60 days from the day this Order was served on you. The date of service is the day this Order was mailed. If you do not file a petition for judicial review within the 60-day time period, you will lose your right to appeal.





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Business Entity Data

10-18-2021 14:29

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
021656-11	DBC	ACT	OREGON	06-05-1918	06-05-2022	
Entity Name	PENINSULA TERMINAL COMPANY					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	11645 N FORCE AVE					
Addr 2						
CSZ	PORTLAND	OR	97217		Country	UNITED STATES OF AMERICA

lease click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	06-21-2012	Resign Date	
Name	JOHN	M	MANOS				
Addr 1	11645 N FORCE AVE						
Addr 2							
CSZ	PORTLAND	OR	97217	Country	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS				
Addr 1	11645 N FORCE AVENUE					
Addr 2						
CSZ	PORTLAND	OR	97217		Country	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				Resign Date	
Name	JOHN	M	MANOS				
Addr 1	11645 N FORCE AVE						
Addr 2							
CSZ	PORTLAND	OR	97217	Country	UNITED STATES OF AMERICA		

Type	SEC	SECRETARY				Resign Date	
Name	JOHN	M	MANOS				
Addr 1	447 MINER RD						
Addr 2							
CSZ	HIGHLAND HEIGHTS	OH	44143	Country	UNITED STATES OF AMERICA		

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Name History











Business Entity Name	Name Type	Name Status	Start Date	End Date
PENINSULA TERMINAL COMPANY	ENT	CUR	06-05-1918	

lease [read](#) before ordering [Copies](#).

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	06-17-2021		FI		
	AMENDED ANNUAL REPORT	05-06-2020		FI		
	AMENDED ANNUAL REPORT	05-29-2019		FI		
	AMENDED ANNUAL REPORT	05-15-2018		FI		
	AMENDED ANNUAL REPORT	05-16-2017		FI		
	AMENDED ANNUAL REPORT	06-30-2016		FI		
	AMENDED ANNUAL REPORT	06-30-2015		FI		
	AMENDED ANNUAL REPORT	07-16-2014		FI		
	AMENDED ANNUAL REPORT	05-31-2013		FI		
	AMENDED ANNUAL REPORT	06-21-2012		FI	Agent	
	ANNUAL REPORT PAYMENT	06-01-2011		SYS		
	ANNUAL REPORT PAYMENT	05-18-2010		SYS		
	ANNUAL REPORT PAYMENT	05-15-2009		SYS		
	ANNUAL REPORT PAYMENT	05-23-2008		SYS		
	ANNUAL REPORT PAYMENT	05-30-2007		SYS		
	ANNUAL REPORT PAYMENT	06-08-2006		SYS		
	ANNUAL REPORT PAYMENT	05-18-2005		SYS		
	ANNUAL REPORT PAYMENT	06-02-2004		SYS		
	ANNUAL REPORT PAYMENT	05-15-2003		SYS		
	ANNUAL REPORT PAYMENT	04-30-2002		SYS		
	ANNUAL REPORT PAYMENT	05-16-2001		SYS		
	STRAIGHT RENEWAL	05-01-2000		FI		
	STRAIGHT RENEWAL	08-10-1999		FI		
	STRAIGHT RENEWAL	06-04-1998		FI		
	CHANGED RENEWAL	06-04-1998		FI		
	STRAIGHT RENEWAL	06-05-1997		FI		
	STRAIGHT RENEWAL	06-12-1996		FI		
	AMENDED RENEWAL	06-29-1995		FI		
	MERGER	01-21-1995		FI		
	AGENT/AUTH REP CHNG	01-21-1995		FI		
	REINSTATEMENT	07-01-1994		FI		
	INVOL DISSOLUTION	07-29-1988		SYS		
	AMENDED RENEWAL	05-20-1987		FI		
	STRAIGHT RENEWAL	05-05-1986		FI		
	STRAIGHT RENEWAL	06-13-1985		FI		

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