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MEMORANDUM

TO: Mark Pugh: Oregon Department of Environmental Quality DATE: August 13, 2004

FROM: Jeffrey Peterson, PhD; Anna St. John, RG; and Madi Novak PROJECT: 0100.01.01

RE: Screening-Level Risk Evaluation for Soil and Groundwater, Marine Finance Corporation Property, Portland, Oregon

On behalf of Advanced American Construction Properties, LLC (AACP), Maul Foster and Alongi, Inc. (MFA) has prepared this Technical Memorandum (Memorandum) summarizing results of previous environmental investigations performed at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon (see Figure 1). AACP is currently negotiating a Prospective Purchaser's Agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, this Memorandum evaluates existing site assessment data and identifies environmental media, locations, and chemicals that may require further investigation to define risks that contaminants may pose to human health and the environment. The elements for the Memorandum were discussed with the DEQ during a meeting on August 2, 2004, and outlined in an August 2, 2004, technical memorandum. DEQ approved the elements of the Memorandum via electronic mail on August 3, 2004.

This Memorandum evaluates only contaminants that have been detected in soil and groundwater of the upland part of the site. It is our understanding that potential sediment contamination in the adjacent Willamette River will be addressed separately, and the PPA for the property will focus on the upland part of the site.

Based on the results of the preliminary risk screening, MFA recommends that the costs and benefits associated with implementing a program to manage contaminants in soil should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure (e.g., capping of nearshore soil). Because the benefits of additional investigations are uncertain, MFA asserts that it is more protective and cost-effective to manage soil based on preliminary risk assessment findings, instead of performing additional assessment.

BACKGROUND

This section provides a brief description of background information such as site setting, site history, and current and reasonably likely future beneficial uses of land and water. The background information provides the conceptual foundation for the risk evaluation. More detailed descriptions of relevant background information are presented in the Phase One Environmental Assessment Report (PBS Environmental [PBSE], 1993), the Preliminary Assessment and Expanded Preliminary Assessment Work Plan (Jacobs Engineering Group, Inc. [Jacobs], 2000a), the Expanded Preliminary Assessment

Data Report (XPA) (Jacobs, 2000b), and the Phase II Environmental Site Assessment (Phase II ESA) (GeoDesign, Inc. [GeoDesign], 2003).

Site Description

The MFC site includes approximately 7.46 acres of land along the west bank of the Willamette River in Portland, Oregon (see Figure 1). The St. Johns Bridge passes over the site, and approximately two-thirds of the property is located north of the bridge (see Figure 2). The property is flat to gently sloping toward the river. The site is located in section 11, township 1N, range 1W, Willamette Meridian.

Presently the site is used for temporary equipment storage for painting of the St. Johns bridge and tug boat moorage and operations. Structures at the site include two metal Quonset huts, a wood-frame modular office building, a small trailer house, a small wooden shed, and a floating-home builder's dock, as well as a gangway and docks leased by a tug boat company, Hendren Tow Boat. The actively used areas of the site have limited vegetative cover and consist mostly of gravel. A riprap-armored embankment is located adjacent to the river.

Site History

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since the 1920s or earlier, the site has been used by various marine construction and tow boat/barge companies (PBSE, 1993). Metal salvage operations occurred at the site in the 1980s and 1990s. Also, three underground storage tanks (USTs) were removed from the site in 1988. These USTs were used to store diesel and gasoline, and may have been used to supply fuel to river vessels.

Previous Investigations

In 1997, the U.S. Environmental Protection Agency (USEPA) conducted a study of sediments of the Lower Willamette River (USEPA, 1998). As part of this study, a subsurface sediment sample was collected adjacent to the subject site, and surface sediment samples were collected both upstream and downstream of the site. Concentrations of several chemicals were elevated above apparent baseline values for the Portland Harbor in the sediment sample collected adjacent to the site. Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site.

In August 2000, Jacobs (a contractor for the DEQ) began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, 13 soil samples, and two surface water samples. Samples were collected at locations where contaminants may have been released, based on information regarding historical site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and butyltins.

Jacobs (2000b) reported that TPH was detected in surface soil at most sample locations. Also, Jacobs noted that concentrations of several metals were elevated above natural background levels in soil at several locations. Two VOCs were detected in surface soil samples, but none was detected in subsurface soil. Several SVOCs were detected in both surface and subsurface soil. PCBs were not detected in any soil sample. Tri-n-butyltin (TBT) was observed in soil at several locations. Also, several chemicals were detected in groundwater grab samples at concentrations above the respective USEPA Region 9 Preliminary Remediation Goals (PRGs) for tap water (Jacobs, 2000b).

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland part of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately six locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately ten locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign began a phased investigation of soil and groundwater to address the assessment tasks identified by the DEQ.

The Phase II ESA report presented analytical results of subsurface soil samples and the first round of groundwater monitoring (GeoDesign, 2003). It was reported that diesel- and heavy-oil-range hydrocarbons were detected in two of the eight subsurface soil samples analyzed. Reported concentrations were below the DEQ's Level 1 Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs; and 2-chlorotoluene was detected in one of the samples. Eleven subsurface soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), and several PAHs were detected in soil samples. Of the metals analyzed in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG (GeoDesign, 2003).

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. The initial groundwater monitoring event was performed in April 2003 (GeoDesign, 2003). The highest detected concentration of total arsenic in groundwater was above the tap water PRG, and the highest total lead concentration in groundwater was above a potentially applicable DEQ Risk-Based Concentration (RBC). Several PAHs were detected at concentrations below potentially relevant RBCs and PRGs. VOCs were not detected in groundwater samples (GeoDesign, 2003).

GeoDesign conducted additional groundwater sampling events in July 2003 and April 2004. Also, surface soil samples were collected in August 2003. These additional soil and groundwater sample results were not included in a report, but are presented and evaluated in this Memorandum.

Chemicals of Interest

Based on findings of the above investigations, the chemicals of interest (COIs) in soil include metals, TPH, PAHs, VOCs, and butyltins. COIs for groundwater include metals and PAHs.

Geology and Hydrogeology

The geology of the region is characterized generally by a broad structural depression or basin bordered by the Cascade Mountains on the east and the Coast Range Mountains on the west (Jacobs, 2000b). Geologic formations in the basin are also folded and dissected by a number of northwest-trending faults. The Tualatin Mountains form a northwest-trending anticlinal ridge that is faulted along its eastern flank by the Portland Hills fault. The Willamette River flows along the base of the eastern side of the Tualatin Mountains. A number of additional faults are located approximately parallel or perpendicular to the Portland Hills fault and are mapped along or near the Tualatin Mountains. An inferred graben is identified immediately southeast of the site.

The site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material appears to be present from ground surface to approximately 18 to 23 feet below ground surface (bgs). Wood chips were noted in at least two boreholes at the contact between presumed fill and native material (Jacobs, 2000b). Also, aerial photographs from 1938 and 1940 and from 1961 and 1972 indicate that a significant amount of fill material was added to the site during both of these periods (Jacobs 2000a).

Terrace deposits unconformably overlie alluvium of the Willamette River basin. These deposits are of Pleistocene age and are composed of indistinguishable, unconsolidated, stratified sand and silt. The terrace deposits at the site are approximately 10 feet thick, while the alluvium deposits are known to have a maximum thickness of 100 feet. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale Formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale Formation ranges from zero to more than 1,100 feet.

Groundwater is approximately 7 to 24 feet bgs, depending on location and season based on static water-levels measured in on-site monitoring wells (Table 1). In May 2003, the hydraulic gradient was east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (GeoDesign, 2003).

Beneficial Uses of Land and Water

One of the first steps in risk assessment is identification of the mechanisms by which human and ecological receptors may be exposed to site-related chemicals. In order to define relevant exposure pathways, it is important to understand how land and water are used at a site and how they are likely to be used in the future. The current and reasonably likely future beneficial uses of land and water at and near the site are discussed below.

The site currently is used to support commercial and industrial operations, and has been used as a commercial/industrial property since at least the 1920s (PBSE, 1993). No residences are present on the site, and with the possible exception of a private dwelling located on the site in the 1930s, the site has

not been used to support residential developments in the recent past. Riverfront properties near the site are used for industrial purposes. Land west of St. Helens road near the site is a mix of residential, commercial, industrial, and recreational properties (Jacobs, 2000a).

It is likely that the property will continue to be used for commercial and industrial purposes in the foreseeable future. The site has been used historically and is used currently for commercial and industrial purposes, and neighboring riverfront properties also are used for these purposes. In addition, the prospective purchaser (AACP) is planning to use the site for commercial/industrial purposes. It is unlikely that the site will support residences in the foreseeable future.

Groundwater beneath the site is not being used as a source of drinking water (Jacobs, 2000a). On-site facilities are currently supplied with municipal water. It appears that the site has been supplied with municipal water since the 1920s (PBSE, 1993).

Based on water use information in Jacobs (2000a), 52 water wells are located within a 1-square-mile area around the site. Three of these wells were identified as water supply wells, and one of the water supply wells was listed as abandoned. The two wells that are presumed to be active are located upgradient of the site. Results of the well search indicate that groundwater near the site is not being used for irrigation, industrial, engineering, or livestock-watering purposes. Also, there is no trend to indicate that consumptive uses of groundwater are increasing near the site.

Shallow groundwater at the site may discharge to the Willamette River. The Willamette River supports a number of highly valued aquatic organisms, and groundwater contributions to aquatic habitats in the river is an important beneficial use. Current surface water uses of the Willamette River in the region include aesthetic quality, recreation (including recreational and subsistence fishing), transportation, wetlands, fishing and hunting, and fish and wildlife habitat (including anadromous fish passage).

In summary, it appears unlikely that shallow groundwater at the site will be used as a water supply source for domestic, agricultural, or industrial purposes in the foreseeable future. Municipal water is reliable and relatively inexpensive, and is likely to remain the sole water source for the site in the near future. The most important beneficial use of groundwater at the site appears to be possible discharge to the Willamette River.

Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary CSM is to identify potential pathways by which human and ecological receptors may be exposed to site-related chemicals. The processes by which these receptors may be impacted by site-related chemicals are then investigated and evaluated. Potential exposure scenarios that involve human receptors are presented in Figure 3, and those involving ecological receptors are presented in Figure 4. The CSM for the site is discussed below.

Concentrations of several metals in surface soil samples appear to be elevated above background levels (Jacobs, 2000b). Metals may have been released on the surface as a result of historical metal salvage operations at the site.

Based on visual observations of stained surface soil and the results of TPH analyses, it appears that surface releases of petroleum products have occurred at the site. There also have been documented subsurface releases of petroleum products from the former USTs (Jacobs, 2000a).

The primary mechanisms that affect transport and fate of released petroleum products include leaching to groundwater, volatilization from soil or groundwater to air, advection and dispersion in groundwater, sorption to the soil matrix, and natural degradation processes. Similar processes structure the fate of metals in the environment, although volatilization is insignificant for most metals. Also, the fate of metals in soil and groundwater can be strongly determined by reduction/oxidation conditions and pH. The relative importance of these various processes in structuring the dynamics of contaminant fate and transport vary, depending on the chemical and physical properties of a released contaminant. The properties of soil and the dynamics of groundwater flow also shape contaminant fate and transport.

Precipitation that falls on the site can percolate through the vadose zone, and it is possible that chemicals with relatively high solubility may leach from soil to pore water. Also, when the water table rises and interacts with chemicals sorbed to soil, some may partition into groundwater. Once in groundwater, dissolved contaminants may be transported by diffusion and advection in groundwater horizontally away from the original source. Dispersion, retardation, and biodegradation may act to reduce dissolved concentrations of chemicals in groundwater downgradient of the source area.

Some volatile contaminants that are either adsorbed to soil or dissolved in groundwater may volatilize to soil pore spaces. Chemical vapors in pore spaces may eventually migrate through the soil matrix and enter outdoor air. Once in outdoor air, mixing with ambient air is expected to reduce airborne chemical concentrations rapidly and substantially. If buildings are located over soil or groundwater that has been contaminated with volatile chemicals, it is possible that vapors may eventually enter indoor air by penetrating cracks in a building floor or foundation.

Petroleum hydrocarbons and metals have been detected in surface soil (less than 3 feet bgs) at several locations. It is assumed that workers (occupational, construction, and excavation) can have direct contact with chemicals in surface soil. Direct contact exposure routes include incidental soil ingestion, inhalation of vapors or particulates, and dermal contact with soil.

The vadose zone is the relatively unsaturated layer of soil that lies above the water table. Soil at or below the water table is assumed to be saturated. Over most of the site, the lower extent of the vadose zone is at least 12 feet bgs (see Table 1). It is assumed that there are three pathways by which on-site workers could have direct or indirect exposure to chemicals found in subsurface vadose zone soil. First, it is assumed that volatile chemicals in the vadose zone could migrate through the soil matrix and enter outdoor air where they could then be inhaled by outdoor workers. Also, vapors from chemicals in the vadose zone could possibly migrate to the foundation of a building, penetrate the building through cracks in the foundation, and enter indoor air where they could then be inhaled by indoor workers.

Finally, it is assumed that construction and excavation workers could expose and contact chemicals in subsurface soil. However, it should be noted that very few volatile chemicals have been detected in soil, and most COIs for the site do not have properties that would allow for significant vapor phase migration to indoor or outdoor air.

Groundwater at the site is not used for drinking purposes. It is assumed that on-site workers could be exposed to volatile hydrocarbons that migrate from groundwater to indoor or outdoor air. Because the depth to groundwater over most of the site is below the depth of most excavations (approximately 10 feet bgs), it is unlikely that potential future excavations at the site would extend to groundwater. Also, in the unlikely event that an excavation were developed below the water table, Occupational Safety and Health Administration rules require that excavations be dewatered before worker entry. As a result, it is unlikely that future excavation workers could have substantial direct contact with chemicals in groundwater.

The DEQ soil RBCs and USEPA Region 9 PRGs for the leaching to groundwater pathway do not appear to be relevant compliance conditions for the site. These soil screening values are estimated using models that simulate partitioning of chemicals from soil to groundwater, and they are designed to protect groundwater that is used for drinking purposes. As mentioned previously, shallow groundwater is not used for drinking purposes at the site. Also, empirical data regarding groundwater quality are available to evaluate risks associated with exposure to impacted groundwater. As a result, model estimates that predict chemical concentrations in groundwater are not necessary for the risk evaluation because actual groundwater quality data can be used for this purpose.

It is unlikely that terrestrial ecological receptors could have significant exposure to site-related chemicals in soil. The site is an active commercial/industrial facility with no significant terrestrial ecological habitats. Also, it is unlikely that the site will be developed to support natural habitats in the future. Commercial and industrial activities at the site are expected to limit wildlife foraging activities that could lead to exposure to chemicals in soil.

Stormwater runoff and other processes could possibly transport chemicals in surface soil to the adjacent Willamette River where particles could eventually settle as sediment. Sediment-dwelling biota could then contact chemicals in sediment. Also, waterborne chemicals in groundwater could be transported to the Willamette River. If shallow groundwater discharges to the river, sediment-dwelling biota could be exposed to chemicals in sediment pore water. Upon groundwater discharge to the river, mixing with ambient surface water is expected to substantially reduce waterborne concentrations of site-related chemicals. However, it is possible that relatively pelagic aquatic species could be exposed to chemicals in surface water of the river.

In summary, the primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface soil.

- Commercial/Industrial workers may have indirect exposure to volatile chemicals that migrate from soil or groundwater to indoor or outdoor air.
- Excavation and construction workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface and subsurface soil.
- Sediment-dwelling biota may contact chemicals that migrate from soil via overland flow to sediment of the Willamette River.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.

SCREENING LEVEL RISK ASSESSMENT

To identify media and contaminants that may require additional investigation, a screening-level risk evaluation was performed. Available analytical results from upland soil, groundwater, and surface water samples were assembled into tables. These results were compared to relevant risk-based screening concentrations for the above exposure scenarios. Screening assessment methods and findings are described below.

Data Evaluation

Analytical results used in this screening level risk evaluation were from the following sources: the XPA (Jacobs, 2000b), the Phase II ESA (GeoDesign, 2003), and supplemental surface soil and groundwater data from GeoDesign that had not been included in a written report. The previously unreported data included results of groundwater sampling events performed in July 2003 and April 2004 and results of surface soil samples collected in August 2003. The sources for sample results are summarized in Table 2. The analytical program for each sample and comments on data quality are also included in Table 2.

Soil and groundwater samples were collected from locations that have the potential to be impacted by contaminants of interest (e.g., a former drum storage area, a former warehouse, near former USTs, in areas where soil staining was noted, and downgradient areas). Surface water samples were collected from a seep pool and stand pipe downgradient of potentially impacted areas. Groundwater samples were collected from wells installed close to the shoreline to assess shallow groundwater contaminants potentially discharging to the Willamette River. Sample locations are depicted in Figure 2. In general, soils were analyzed for TPH, VOCs, PAHs, metals, and butyltins, and water samples were analyzed for VOCs, SVOCs, and metals.

Groundwater samples collected in April 2003 were analyzed for total metals. Samples collected in July 2003 and April 2003 were analyzed for dissolved metals.

The receipt and reduction of the analytical data for each source are described below.

- Phase II ESA and supplemental surface soil and groundwater data were received as data table summaries in electronic worksheets from GeoDesign. MFA updated the presentation of the data (e.g., changed ND<0.500 to 0.500 U) but did not change any values or qualifiers. The data include detections and reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

- XPA data were received as data table summaries generated by Jacobs in hardcopy format. The data were entered into an electronic worksheet by MFA. The data table summaries did not include reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

The quality of the data either is unknown or has not been verified by MFA. Table 2 elaborates on the status of data quality for each group of samples.

Risk Screening Methods

Concentrations of COIs in soil, groundwater, and surface water are compared with relevant risk-based screening concentrations for each potential exposure scenario. The risk-based screening values are conservative estimates of threshold concentrations for adverse effects, given long-term exposure to contaminated environmental media. Various risk-based screening values have been calculated using target risk levels that are consistent with DEQ's acceptable risk levels. If concentrations of a COI are below the relevant risk-based screening value for a particular exposure scenario, it is inferred that the chemical will not pose unacceptable risks to the target receptor. If concentrations of a COI are greater than a relevant risk-based screening value, it is inferred that the chemical has the potential to pose unacceptable risks and should be further evaluated.

Soil

To evaluate potential risks that workers might experience if they were exposed to metals or TBT in surface and subsurface soil, concentrations of these COIs were compared to USEPA Region 9 PRGs protective of industrial workers (USEPA, 2002a). The USEPA PRGs for carcinogens have a target risk level of one in a million (10^{-6}) excess cancer risk, and the target risk level for noncarcinogens is a hazard quotient of one. These PRGs consider incidental soil ingestion, inhalation of windborne soil particulates, and dermal contact with soil. Most metals are not volatile at ambient temperatures, and volatilization to indoor and outdoor air are considered insignificant exposure pathways. The PRGs for metals are presented in Tables 3 and 6, and the PRG for TBT is presented in Tables 5 and 8.

Based on site history and descriptions of soil sampling locations (Jacobs, 2000a; GeoDesign, 2003), it is likely that most of the detected TPH and PAHs originated from petroleum releases. Therefore, generic RBCs from the DEQ's Risk-Based Decision Making for the Remediation of Petroleum-Contaminated Sites (DEQ, 2003) were used to evaluate TPH and PAHs in soil.

DEQ RBCs for TPH and PAHs in surface and subsurface soil are presented in Tables 4 and 7, respectively. The RBCs for occupational, construction, and excavation workers are based direct contact

exposure routes such as incidental soil ingestion, inhalation of vapors or particulates, and dermal contact. Most of the petroleum constituents detected in soil at the site do not have chemical and physical properties that would cause them to volatilize and migrate in the vapor phase to indoor or outdoor air under natural conditions. Because these COIs cannot pose unacceptable risks through these indirect exposure scenarios (i.e., vapor migration), no generic RBCs have been listed by the DEQ (2003), and the pathways are not included in Tables 4 and 7.

No DEQ RBCs were available for the three VOCs detected in either surface or subsurface soil. Concentrations of these VOCs were compared with USEPA Region 9 industrial worker PRGs for soil (Tables 4 and 7).

To evaluate the potential for COIs in soil to migrate to Willamette River sediment at levels that may pose unacceptable risks to sediment-dwelling biota, concentrations in surface soil were compared with probable effect concentrations (PECs) for sediment (Tables 2 and 4). Comparison of soil concentrations to sediment PECs has been used to evaluate the potential for soil to impact sediment at other sites in Portland Harbor. A PEC is the concentration of a chemical in sediment that is associated with adverse effects in sediment toxicity tests. For a variety of reasons, some PECs are better predictors of chemical toxicity than others (MacDonald et al., 2000). For the purposes of this evaluation, only consensus-based PECs that were classified as reliable indicators of sediment toxicity (see MacDonald et al., 2000; Ingersoll et al., 2000) were used as soil screening values. Unlike many other PECs, reliable consensus-based PECs have been demonstrated to correctly predict the toxicity of chemicals in over 75 percent of the sediment samples evaluated (see MacDonald et al., 2000; Ingersoll et al., 2000).

PAHs are the primary soil COIs that could migrate to sediment and potentially bioaccumulate in the aquatic food chain. In general, PAHs are metabolized by vertebrates (i.e., fish, birds, mammals) and tend not to accumulate in tissues. However, some PAHs can bioaccumulate from sediment into tissues of some aquatic invertebrates, and fish or other consumers of aquatic biota may contact PAHs through their diets. Consistent with the approach used at other sites, DEQ screening level values (SLVs) for bioaccumulative PAHs in sediment were also used to evaluate the soil-to-sediment migration pathway (Table 4). The only PAH in soil for which a sediment bioaccumulation SLV was available was benzo(a)pyrene (DEQ, 2001).

The process for evaluating the linkages between concentrations of COIs in soil and potential risks that chemicals may pose to aquatic biota exposed to sediment is conservative and involves several sources of uncertainty. A number of factors are expected to reduce concentrations of COIs as they migrate in stormwater runoff from soil to sediment (e.g., mixing with ambient soil or sediment). Also, the media containing a COI may affect chemical toxicity. For example, the toxicity of sediment to benthic invertebrates is largely a function of the concentrations of chemicals in sediment pore water. Many benthic organisms receive a substantial portion of their total exposure through gill uptake of COIs that have partitioned into sediment pore water. A similar process is unlikely to be an important indicator of the toxicity of chemicals in soil (e.g., chemical partitioning into the voids in a soil matrix).

No reliable PEC was available for TBT. To evaluate whether TBT in surface soil can migrate to the Willamette River at unacceptable levels, soil concentrations were compared to the apparent baseline

concentration of TBT in sediment of the Lower Willamette River (USEPA, 1998). Surface soil concentrations were also compared to the DEQ bioaccumulation SLV for TBT in sediment (DEQ, 2001).

Groundwater

It is unlikely that human or ecological receptors can directly contact site-related COIs in groundwater. However, if COIs were to migrate in groundwater and discharge to the Willamette river, benthic organisms could contact these chemicals in sediment pore water at the groundwater/surface water interface, and other aquatic organisms could contact COIs in surface water. Also, it is assumed that if COIs were to migrate to surface water, they could bioaccumulate in fish tissues, and recreational fishers could contact these chemicals if they consumed fish harvested near the site.

To evaluate COIs in groundwater, it was assumed that aquatic organisms (including harvestable fish) would have long-term exposure to concentrations observed in groundwater. As a result, concentrations of COIs in groundwater were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Groundwater screening values for metals are presented in Table 9, and those for organic COIs are presented in Table 10.

For a variety of reasons, the groundwater risk evaluation is conservative and is likely to overestimate potential risks. First, concentrations of site-related contaminants in groundwater are expected to attenuate along the flow path from the chemical source to the Willamette River. If shallow groundwater discharges to the Willamette River, concentrations at the discharge boundary are expected to be lower than those measured in upland monitoring wells. Also, mixing with ambient water of the river either at or below the sediment/water interface is expected to cause a substantial decline in waterborne concentrations of COIs. As a result, actual human or aquatic receptors are likely to experience COI concentrations well below those observed in groundwater.

Surface Water

As reported in the XPA (Jacobs, 2000b), a surface water sample was collected from each of two small surface water features at the site. No VOCs or SVOCs were reported above method reporting limits (MRLs) in surface water samples (Jacobs, 2000b). However, several metals were detected in surface water. For the purposes of this risk screening evaluation, it is assumed that aquatic organisms (including harvestable fish) would have long-term exposure to metals observed in surface water. Concentrations of metals in surface water samples were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Surface water screening values for metals are presented in Table 11.

Results

Results of the screening level risk evaluation for surface soil, subsurface soil, and groundwater are discussed below.

Surface Soil

As shown in Table 3, USEPA Region 9 industrial soil PRGs were available for 19 of the 23 chemicals evaluated in surface soil. With the exception of arsenic, concentrations of all metals in surface soil were below relevant PRGs. With the possible exception of arsenic, concentrations of metals in surface soil are not expected to pose unacceptable risks to human health.

Arsenic concentrations in 19 of the 21 surface soil samples were above the USEPA industrial soil PRG (Table 2). However, naturally occurring concentrations of arsenic in soil over much of western North America are above this PRG (USEPA, 2002a). The median concentration of arsenic in the 21 surface soil samples collected at the site is 4.1 milligrams per kilogram (mg/kg) (see Table 3). As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), the median concentration of arsenic in surface soil at the site is within the range of naturally occurring arsenic in soil at other locations in the region. Much of the soil at the site comprises fill material that may have been brought in from several different locations. It is possible that natural arsenic levels in fill material can differ depending on source location. Because of the heterogeneous nature of soil at the site, it may require a relatively large set of soil data to characterize "natural" levels of arsenic in surface soil with sufficient accuracy to distinguish potential anthropogenic arsenic contributions from natural levels.

Overall, there is little evidence to suggest that metals in surface soil may migrate to the Willamette River at concentrations that may pose unacceptable risks to sediment-dwelling biota. The concentration of copper in soil from sample location SS-9 was 270 mg/kg and above the reliable consensus-based PEC of 149 mg/kg for copper (see Table 3). Also, the concentration of lead in soil from sample location SS-21 was 136 mg/kg, which is slightly above the PEC of 128 mg/kg (see Table 3).

The concentrations of diesel-range petroleum hydrocarbons in surface soil are below generic RBCs for TPH as diesel (see Table 4). Also, TPH concentrations are below the estimated residual saturation concentration (a level that may indicate the presence of mobile product) of 10,000 mg/kg (DEQ, 2003). Although no attempt was made to formally score the site using DEQ's Soil Matrix standards, it is most likely that the Level 2 Soil Matrix Cleanup Levels would be applicable. The Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination is 500 mg/kg. The concentration of TPH as diesel in the soil from sample location SS-6 was above this soil matrix concentration, and heavy-oil-range TPH concentrations in soil samples from SS-6 and SS-12 exceeded the soil matrix level.

The composition of heavy oil petroleum products is variable, and the DEQ has not developed generic RBCs for heavy-oil-range petroleum hydrocarbon mixtures (DEQ, 2003). Instead, at sites requiring a risk evaluation for heavy-oil-range hydrocarbons, site-specific RBCs may be developed using TPH fraction data. The composition of the petroleum product can be characterized using the method for determining extractable petroleum hydrocarbon fractions, and with these composition data, a product-specific RBC can be developed (DEQ, 2003). The lack of heavy-oil-range hydrocarbon fraction information is a data gap for the site. However, the generic RBCs for TPH as diesel assume a fresh diesel formulation (DEQ, 2003), and fresh diesel is likely to be more toxic than most heavy-oil-range petroleum products. The heavy-oil-range TPH concentrations are below generic RBCs for diesel.

Eighteen PAHs were detected surface soil samples collected at the site (see Table 4). DEQ RBCs were available for 13 PAHs. With the exception of benzo(a)pyrene, the maximum detected concentrations of all PAHs in surface soil were below relevant DEQ RBCs (see Table 4). Concentrations of benzo(a)pyrene in soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above the DEQ RBC for occupational workers.

Reliable consensus-based PECs were available for six of the 18 PAHs detected in surface soil (see Table 4). The maximum detected concentrations of all PAHs were below relevant PECs. However, PAHs almost always occur in soil and sediment as a complex mixture of covarying compounds. To evaluate the toxicity of PAH mixtures, the mixture is often expressed as the sum of the concentrations of individual PAHs (total PAHs), and sediment toxicity is predicted based on comparisons with sediment quality guidelines for total PAHs (MacDonald et al., 2000). As shown in Table 4, concentrations of total PAHs in all surface soil samples were below the reliable consensus-based PEC. Therefore, it is inferred that PAHs in surface soil are unlikely to migrate to sediment of the Willamette River at concentrations that may cause adverse effects to sediment-dwelling biota.

If PAHs in soil were to migrate to sediment, some of these chemicals could accumulate in the tissues of benthic invertebrates. Fish that prey on these invertebrates could ingest PAHs that have accumulated in tissues of prey organisms. Of the PAHs detected in soil at the site, a DEQ bioaccumulation SLV was available for only benzo(a)pyrene. Concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV of 100 micrograms per kilogram (µg/kg) at the following surface soil sample locations: SS-7, SS-12, SS-15, SS-16, SS-17, SS-18, SS-20, and SS-21 (see Table 4).

Two VOCs (acetone and trichlorofluoromethane) were detected in surface soil at the site (see Table 4). Acetone was reported in soil from SS-6 at a concentration of 66 µg/kg, and the concentration of trichlorofluoromethane in the sample from SS-9 was 10 µg/kg. The USEPA Region 9 industrial soil PRGs for acetone and trichlorofluoromethane are 6,000 mg/kg and 2,000 mg/kg, respectively (USEPA, 2002a). Because concentrations of both VOCs are several orders of magnitude below PRGs, it is inferred that VOCs in soil are unlikely to pose unacceptable risks to on-site workers.

Butyltins were detected in several surface soil samples (see Table 5). Butyltins are likely associated with fill material dredged from the Willamette River. The maximum detected concentration of TBT in surface soil was 120 µg/kg. The USEPA Region 9 industrial soil PRG for tributyltin oxide is 180 mg/kg (USEPA, 2002a). Because the maximum detected concentration of TBT is several orders of magnitude below the PRG, the chemical is not expected to pose unacceptable risks to on-site workers. Although no reliable PEC is available for TBT, the apparent baseline concentration of TBT in sediment of the Lower Willamette River is approximately 300 µg/kg (USEPA, 1998). Also, the DEQ bioaccumulation SLV for TBT in sediment is 190 µg/kg (DEQ, 2001). The maximum detected concentration of TBT in soil is below both of these values, and it is unlikely that TBT in soil can migrate to sediment of the Willamette River at concentrations that may pose unacceptable risks to aquatic biota.

Subsurface Soil

As with surface soil, USEPA Region 9 PRGs were available for 19 of the 23 chemicals evaluated in subsurface soil (see Table 6). Again, only arsenic was detected in subsurface soil at concentrations above the soil PRG (see Table 6). Concentrations of arsenic in subsurface soil appear to be consistent with naturally occurring arsenic levels in soil of the region. As a result, it is unlikely that concentrations of metals in subsurface soil could pose unacceptable risks to potential human receptors at the site.

The maximum detected concentration of diesel-range petroleum hydrocarbons in subsurface soil (490 mg/kg) is below relevant generic RBCs (see Table 7). Heavy-oil-range petroleum hydrocarbons were detected in subsurface soil from sample location SB-4 at a concentration of 1,100 mg/kg, and this concentration is above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination of 500 mg/kg (see Table 7). As discussed previously, no generic RBCs are available for heavy-oil-range petroleum hydrocarbon mixtures.

A total of 12 PAHs were detected in subsurface soil at the site (see Table 7). DEQ RBCs were available for ten of these PAHs. Concentrations of all PAHs in subsurface soil were below relevant DEQ RBCs (see Table 7). As a result, PAHs in subsurface soil are unlikely to pose unacceptable risks to potential human receptors.

2-Chlorotoluene was detected in subsurface soil from sample location B-2 at a concentration of 266 µg/kg (see Table 7). The USEPA Region 9 industrial soil PRG for o-chlorotoluene (a synonym for 2-chlorotoluene) is 560 mg/kg (USEPA, 2002a). Because the detected concentration of 2-chlorotoluene is several orders of magnitude lower than the PRG, it is unlikely that VOCs in subsurface soil could pose unacceptable risks to on-site workers.

Butyltins were detected at relatively low levels in soil from sample location SB-5, but the concentration of TBT in this sample was below the MRL and below the soil PRG (see Table 8). No PRGs were available for the butyltins that were detected in the sample (USEPA, 2002a).

Groundwater

The six on-site groundwater monitoring wells were sampled on three occasions: April 2003, July 2003, and April 2004. Shallow groundwater elevations in western Oregon are typically highest near the end of the seasonal rainy period in the spring, and lowest in the fall, following the summer drought. Groundwater elevations at the site appear to be consistent with this general pattern (see Table 1), and it appears that at least one sampling event has been performed during general periods of seasonal high and low groundwater elevations.

Groundwater samples collected during the first monitoring event (April 2003) were analyzed for total metals, and samples from the second and third events (July 2003 and April 2004) were analyzed for dissolved metals. As mentioned previously, the receptors most likely to eventually contact site-related metals in groundwater would be benthic or aquatic organisms in sediment or surface water of the Willamette River. The primary route of exposure for aquatic organisms is gill uptake of dissolved

metals, and as a result, ambient water quality criteria have been established for the dissolved form of metals (USEPA, 2002b). Presumably it was recognized that dissolved metals concentrations in groundwater would be more appropriate for evaluating potential risks to aquatic biota, and this consideration led to the change in metals analyses after the first sampling event.

As shown in Table 9, twelve metals were detected in groundwater in either the total or dissolved phase. DEQ aquatic biota SLVs were available for all of these metals, and USEPA human health water quality criteria for consumption of aquatic organisms were available for six of the detected metals.

Concentrations of total arsenic in groundwater samples collected in April 2003 from monitoring wells MW-2, MW-3, MW-4, and MW-5 were above the USEPA water quality criterion for fish ingestion (see Table 9). It appears that a substantial portion of the arsenic detected in these groundwater samples was associated with particulates because subsequent concentrations of dissolved arsenic in these monitoring wells were much lower. Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. However, the MRL was also above this water quality criterion (see Table 9).

It appears unlikely that significant site-related arsenic is leaching to shallow groundwater. As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), arsenic levels in groundwater at the site are consistent with naturally occurring groundwater concentrations at other locations in the region. Also, GeoDesign submitted the surface soil sample from SS-15 (the sample with the highest concentration of arsenic in soil at the site) for analysis of leachable arsenic using USEPA Method 1311/6000/7000 Series, and the result was a nondetection with a reporting limit of 0.1 mg/L.

Concentrations of total chromium, copper, lead, mercury, silver, and zinc in the groundwater sample collected from MW-4 in April 2003 were above relevant DEQ SLVs (see Table 9). Also, the concentration of total silver in the sample collected during the same monitoring event from MW-2 was above the DEQ SLV. Dissolved concentrations of each of these metals were below relevant DEQ SLVs in groundwater samples collected in July 2003 and April 2004 from all monitoring wells. However, it should be noted that the MRL for waterborne silver was above the DEQ SLV. It is most likely that concentrations of total metals exceeded DEQ SLVs due to particulates in the groundwater samples (GeoDesign, 2003). The dissolved form of these metals is bioavailable to aquatic biota and is the form most likely to migrate in groundwater to the Willamette River. With the exception of arsenic, concentrations of dissolved metals are below relevant screening values, and both aquatic biota and human consumers of fish near the site are unlikely to experience unacceptable risks if groundwater discharges to the river.

A total of eight PAHs were detected in groundwater samples collected at the site (see Table 10). DEQ aquatic SLVs were available for five PAHs, and human health water quality criteria for consumption of aquatic organisms were also available for five PAHs. No relevant screening value was available for benzo(ghi)perylene. The concentration of chrysene in the groundwater sample collected from MW-4 in April 2003 was above the water quality criterion for fish ingestion. As discussed above, total concentrations of several metals in this sample were also elevated, and it is possible that this particular sample had an unusual number of suspended particles. Chrysene was not detected in groundwater

samples from MW-4 in subsequent sampling events, and this PAH was not detected in samples from other on-site monitoring wells (see Table 10). However, the MRLs for chrysene were above the water quality criterion for fish ingestion (see Table 10). Given that chrysene was reported only in one sample from a single groundwater monitoring well, it appears unlikely that the nature and extent of chrysene impacts to groundwater are sufficient to cause unacceptable risks to people that may ingest fish caught in the Willamette River near the site. Waterborne chrysene concentrations at the point where aquatic biota may be exposed to the chemical are expected to be substantially reduced relative to concentrations in groundwater due to natural attenuation processes and mixing with ambient river water.

Surface Water

With the exception of barium, the concentrations of metals in the small surface water features at the site are below DEQ aquatic biota SLVs and human health water quality criteria for consumption of aquatic organisms (see Table 11). Barium occurs naturally in soil and water of the region, and it is possible that barium is present at natural levels in these surface water features. Although it is unlikely that the small surface water features at the site support significant natural aquatic communities, COIs in surface water are unlikely to cause adverse effects to aquatic organisms that may visit these features.

Risk Summary

COIs reported in environmental samples at concentrations above risk-based screening concentrations for potential exposure scenarios are as follows:

- Concentrations of arsenic in almost all surface and subsurface soil samples were above USEPA Region 9 industrial soil PRGs. It is unknown whether some of the arsenic in surface soil resulted from an on-site release. However, concentrations of arsenic in soil at the site are consistent with naturally occurring concentrations in soil at other locations in the region.

- The concentration of copper in surface soil from sample location SS-9 and the concentration of lead in soil from sample location SS-21 were above their respective sediment PECs.

- Heavy-oil-range TPH concentrations were above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination in surface soil samples from SS-6 and SS-12, and in the subsurface soil sample from SB-4. No DEQ RBCs are available for heavy-oil-range TPH.

- Concentrations of benzo(a)pyrene in surface soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above both the DEQ RBC for occupational workers and the DEQ sediment bioaccumulation SLV. Also, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV at sample locations SS-15, SS-17, SS-18, and SS-20.

- Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. Also, the concentration of chrysene in the groundwater sample collected from MW-4 in April

2003 was above the water quality criterion for fish ingestion. The concentrations of arsenic in groundwater are consistent with naturally-occurring groundwater concentrations at other locations in the region.

CONCLUSIONS

With a few possible exceptions, it appears that sufficient data have been collected at the site to characterize the nature and extent of contamination and to estimate risks associated with potential exposure to site-related chemicals. Based on these preliminary risk estimates, a soil management plan appears to be necessary to prevent workers from contacting chemicals in soil in some locations and a source control measure (e.g., cap and/or stormwater management system) appears to be necessary to prevent chemicals from migrating to sediment of the Willamette River. These preliminary risk estimates are based on conservative exposure assumptions that may not reflect actual exposure conditions at the site and consequently may overestimate the actual risk to potential human and ecological receptors. In several cases, additional data collection and analysis may improve risk estimates and potentially change risk management decisions for some locations.

Available evidence suggests that it is unlikely that site-related chemicals in groundwater could migrate to surface water or sediment of the Willamette River at concentrations that could pose unacceptable risks to aquatic biota or humans that catch and consume aquatic organisms near the site. No risk management actions are necessary for groundwater, and no further investigation of groundwater is necessary at this time.

Based on preliminary risk estimates, occupational workers could experience unacceptable risks if they were to have long-term exposure to benzo(a)pyrene in surface soil near the northeastern and central parts of the site. However, in reality, workers are unlikely to constrain exposure activities to just the locations with elevated concentrations of benzo(a)pyrene. The preliminary risk estimate could be improved if it were assumed that workers move over the entire site and the 90% upper confidence limit about the sitewide mean concentration of benzo(a)pyrene in soil is used as an exposure point concentration. Because not all of the original sample results were available when this Memorandum was prepared (i.e., reporting limits for soil samples collected in August 2000), a statistical estimate of the exposure point concentration was not performed.

The concentrations of benzo(a)pyrene in surface soil samples collected at various locations over most of the site are greater than the DEQ bioaccumulation SLV. Also, copper and lead have been detected above sediment PECs in surface soil. At other sites in the Portland Harbor, these types of risk screening results have been used to infer that contaminants in soil may migrate via stormwater runoff to the Willamette River at concentrations that may pose unacceptable risks to aquatic organisms. In fact, it is unknown whether chemicals in soil at the site are actually migrating to the river at levels that could pose unacceptable risks.

It is unknown whether arsenic releases have occurred at the site, but arsenic concentrations in soil are similar to naturally occurring concentrations in the region. Given that soil at the site comprises fill from

several different locations, it may take a considerable sampling effort to characterize naturally occurring arsenic concentrations and identify locations where arsenic may be elevated above natural levels.

The costs and benefits associated with implementing a program to manage contaminants in soil based on findings of the preliminary risk evaluation should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. The scope of work for any potential additional investigations would be developed in collaboration with the DEQ. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure. Because the benefits of additional investigations are uncertain, it may be more cost-effective to manage soil based on preliminary risk assessment findings, if additional assessment costs are high.

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TABLES

Table Notes
Advanced American Construction Properties
Portland, Oregon

Shaded cells indicate concentrations above screening criteria.
-- = not applicable.
AWQC, fish ingestion = U.S. Environmental Protection Agency, National Recommended Water Quality Criteria: 2002.
B = Element was positively identified and quantitated above the instrument reporting limit, but less than the required reporting limit.
Background = Clark County 90th Percentile Value from Washington Department of Ecology, October 1994.
DEQ = Oregon Department of Environmental Quality.
DEQ Level II SLVs, aquatic = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ Level II SLVs Sediment—Bioaccumulation = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ RBCss = soil ingestion, dermal contact, and inhalation risk-based concentration from Oregon Department of Environmental Quality Risk-Based Decision Making, Appendix A, September 22, 2003.
mg/kg = milligrams per kilogram.
mg/L = milligrams per liter.
MSL = mean sea level.
µg/kg = micrograms per kilogram.
µg/L = micrograms per liter.
NA = not analyzed.
ND = not detected above laboratory reporting methods.
NV = no value is available.
PAHs = polycyclic aromatic hydrocarbons.
PEC = probable effects concentration.
PRG = preliminary remediation goal.
RBCs = risk-based concentrations.
USEPA = U.S. Environmental Protection Agency.
VOCs = volatile organic compounds.
*total metals were analyzed for the April 2003 sampling event; dissolved metals were analyzed for the July 2003 and April 2004 sampling events.
[a]>Max: The RBC is greater than the maximum amount that would be present if all of the initial air space were filled with petroleum product.
[b]>Csat: The soil RBC exceeds the limit of three-phase equilibrium partitioning. Soil concentrations exceeding Csat indicate that free product might be present.
[c]arsenic cancer endpoint.
[d]"CAL-Modified PRG."
[e]total chromium (1:6 ration Cr VI:Cr III).
[f]methyl mercury.
[g]nickel-soluble salts.
[h]Total PAHs concentrations include reporting limits for non-detect analytes.

Table 1
Groundwater Elevation Data
Advanced American Construction Properties
Portland, Oregon

Well ID	Date	Top of Casing Elevation (feet above MSL)	Depth to Water (feet)	Groundwater Elevation (feet above MSL)
MW-1	05/08/03	22.93	6.95	15.98
	07/22/03		8.17	14.76
	04/01/04		6.90	16.03
MW-2	05/08/03	31.63	19.55	12.08
	07/22/03		22.95	8.68
	04/01/04		21.43	10.20
MW-3	05/08/03	31.96	20.05	11.91
	07/24/03		23.53	8.43
	04/01/04		22.37	9.59
MW-4	05/08/03	31.56	19.70	11.86
	07/24/03		23.85	7.71
	04/01/04		22.38	9.18
MW-5	05/08/03	31.85	19.95	11.90
	07/24/03		23.06	8.79
	04/01/04		21.96	9.89
MW-6	05/08/03	30.95	11.75	19.20
	07/22/03		14.45	16.50
	04/01/04		11.76	19.19

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Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Sample Type	Sample Date	Investigation	Consultant	Analyses		
					Metals	TPH	SVOCs
SS-1 through SS-11	Surface Soil	August 2000	XPA	Jacobs	x (23)	x	x
SS-12 through SS-21	Surface Soil	August and October 2003	Unknown	GeoDesign	x (13)	x	
B-1, B-2, & MW-1 through MW-6	Subsurface Soil	March 2003	Phase II ESA	GeoDesign	x (13)	x	
SB-1 through SB-5	Subsurface Soil	August 2000	XPA	Jacobs	x (23)	x	x
MW-1 through MW-6	Groundwater	April 2003	Phase II ESA	GeoDesign	x (13)		
MW-1 through MW-6	Groundwater	July 2003 & April 2004	Unknown	GeoDesign	x (13)		
SW-1 & SW-2	Surface water	August 2000	XPA	Jacobs	x (23)		x

Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Analyses			Data Quality
	PAHs	VOCs	Butyltins	
SS-1 through SS-11		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
SS-12 through SS-21	x	x		Data quality is unknown. The data were received without an accompanying report.
B-1, B-2, & MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
SB-1 through SB-5		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
MW-1 through MW-6	x	x		Data quality is unknown. The data were received without an accompanying report.
SW-1 & SW-2		x		The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.

(23) = 23 metals were analyzed.
(13) = 13 Priority Pollutant metals were analyzed.

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg	Cobalt mg/kg	Copper mg/kg	Iron mg/kg
SS-12	8/20/2003	NA	NA	3.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	NA	NA	1.10	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	NA	NA	4.07	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	NA	NA	13.4	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	NA	NA	7.06	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	NA	NA	2.57	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	NA	NA	2.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	NA	NA	4.08	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	NA	NA	3.63	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	NA	NA	12.3	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	8,690	6.1 B	3.3	99.7	0.3 B	0.1 U	5,100	15.4	10	26.4	24,300
SS-2	8/11/2000	9,090	8.1 B	7.3	115	0.3 B	0.1 B	5,160	29.7	14.8	45.5	39,100
SS-3	8/11/2000	11,000	5.7 B	3.8	131	0.4 B	0.1 U	4,890	13.4	11.6	28.8	35,800
SS-4	8/11/2000	13,400	7.6 B	5.0	129	0.3 B	0.1 U	5,710	43.5	11	42.1	33,800
SS-5	8/10/2000	8,640	4.23 U	4.1	72.8	0.2 B	0.1 U	6,030	81.3	8.1	52.6	25,800
SS-6	8/10/2000	11,000	7.6 B	8.9	131	0.3 B	0.1 U	4,580	17	9.7	46.0	30,300
SS-7	8/10/2000	NA	0.31	12.1	NA	0.23	0.16	NA	33.3	NA	24.2	NA
SS-8	8/10/2000	5,280	9.6 B	0.9 B	43.9	0.1 B	0.1 U	4,150	8.2	16.3	12.8	38,700
SS-9	8/10/2000	9,890	7.4 B	13.3	137	0.2 B	0.1 U	15,200	28.0	11.1	270	36,200
SS-10	8/10/2000	10,500	4.2 U	2.9	112	0.3 B	0.1 U	4,460	11.6	15.5	19.2	22,600
SS-11	8/10/2000	10,900	7.6 B	7.6	113	0.3 B	0.5 B	5,120	22.7	11.7	48.2	29,200
Median				4.1								
Mean				5.9								
Screening Criteria												
Background		52,300	NV	6	NV	2	1	NV	27	NV	34	36,100
EPA Region 9 PRGs (Industrial)		100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]	1,900	41,000	100,000
Reliable Consensus-Based PEC		NV	NV	33	NV	NV	5	NV	111	NV	149	NV

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg	Potassium mg/kg	Selenium mg/kg	Silver mg/kg	Sodium mg/kg	Thallium mg/kg	Vanadium mg/kg	Zinc mg/kg
SS-12	8/20/2003	42.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	4.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	21.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	21.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	34.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	6.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	26.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	136[e]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	31.3	3,730	459	0.03	12.3	677	0.5 U	0.8 U	268	0.2 U	70.6	76.6
SS-2	8/11/2000	90.7	2,580	621	0.03	17.8	576	1.0 B	0.8 U	263	0.2 U	96.7	194
SS-3	8/11/2000	47.9	3,220	547	0.03	14.6	880	0.5 U	0.8 U	320	0.2 U	92.0	98.5
SS-4	8/11/2000	51.7	6,650	507	0.04	27.5	805	0.5 U	0.8 U	583	0.2 U	79.6	184
SS-5	8/10/2000	35.1	2,880	708	0.03	31.6	621	0.5 U	0.8 U	377	0.2 U	63.6	82.3
SS-6	8/10/2000	37.8	3,280	425	0.02	15	781	0.5 U	0.8 U	376	0.2 U	82.7	172
SS-7	8/10/2000	21.2	NA	NA	0.02 B	18.5	NA	1.0 U	0.0	NA	0.07	NA	81.5
SS-8	8/10/2000	11.3 B	1,470	470	0.01 U	7.7	545	0.5 U	0.8 U	282	0.2 U	134	60.6
SS-9	8/10/2000	56	3,810	543	0.04	16.9	856	0.5 U	0.8 U	456	0.2 U	68	458
SS-10	8/10/2000	15.5	3,560	481	0.03	13.8	563	0.9 B	0.8 U	316	0.2 U	80.4	66
SS-11	8/10/2000	70.5	3,080	430	0.09	31.8	716	0.5 U	0.8 U	506	0.2 U	91.9	219
Median													
Mean													
Screening Criteria													
Background		17	NV	1,500	0	21	NV	NV	NV	NV	NV	NV	96
EPA Region 9 PRGs (Industrial)		750	NV	19,000	62[f]	20,000[g]	NV	5,100	5,100	NV	67	7,200	100,000
Reliable Consensus-Based PEC		128	NV	NV	NV	49	NV	NV	NV	NV	NV	NV	459

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Total Petroleum Hydrocarbons by NWTPH-Dx		PAHs by EPA Method 8270-SIM				
		Diesel-Range mg/kg	Heavy Oil-Range mg/kg	Acenaphthene ug/kg	2-Methyl-naphthalene ug/kg	Acenaphthylene ug/kg	Anthracene ug/kg	Benzo(a)-anthracene ug/kg
SS-12	08/20/03	500 U	1,170	268 U	ND	268 U	268 U	268 U
SS-13	08/20/03	25 U	50 U	13.4 U	ND	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	51	66.4	26.8 U	ND	26.8 U	26.8 U	46.3
SS-15	08/20/03	25 U	50 U	64.3	ND	26.8 U	26.8	147
SS-16	08/20/03	34	164	70.9	ND	36	35.6	223
SS-17	08/20/03	25 U	50 U	57.4	ND	13.4 U	20.8	171
SS-18	08/20/03	25 U	50 U	42	ND	26.8 U	26.8 U	97.4
SS-19	10/15/03	25 U	50 U	35.1	ND	13.4 U	13.4 U	19.9
SS-20	10/15/03	25 U	50 U	23.7	ND	13.4 U	17.2	102
SS-21	10/15/03	32.3	142	48.3	ND	44.5	76.2	516
SS-1	8/11/2000	35	98 U	ND	ND	ND	ND	ND
SS-2	8/11/2000	84	250	ND	ND	ND	ND	0.65
SS-3	8/10/2000	230	260	ND	ND	ND	ND	ND
SS-4	8/10/2000	220	110	NA	NA	NA	NA	NA
SS-5	8/10/2000	28	110	ND	ND	ND	ND	ND
SS-6	08/10/00	1,400	9,800	ND	ND	ND	ND	ND
SS-7	08/09/00	62	380	110	3 J	3 J	100 J	620
SS-8	8/10/2000	26 U	100 U	ND	ND	ND	ND	ND
SS-9	08/10/00	NA	NA	ND	ND	ND	ND	0.59
SS-10	8/10/2000	NA	NA	ND	ND	ND	ND	ND
SS-11	08/10/00	NA	NA	ND	ND	ND	ND	ND
Screening Criteria								
DEQ RBCss–Occupational		70,000	NV	41,000,000[b]	NV	NV	---[a]	2,700
DEQ RBCss–Construction Worker		23,000	NV	16,000,000[b]	NV	NV	90,000,000[b]	21,000[b]
DEQ RBCss–Excavation Worker		---[a]	NV	---[a]	NV	NV	---[a]	590,000[b]
EPA Region 9 PRGs (Industrial)								
Reliable Consensus-Based PEC		NV	NV	NV	NV	NV	NV	1,050
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM					
		Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg	Benzo(k)-fluoranthene ug/kg	Chrysene ug/kg	Dibenz(a,h)-anthracene ug/kg
SS-12	08/20/03	330	303	381	277	281	268
SS-13	08/20/03	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	66.3	81.1	103	40.1	65.9	26.8 U
SS-15	08/20/03	171	181	146	147	190	45.6
SS-16	08/20/03	361	297	472	253	274	79
SS-17	08/20/03	244	254	219	192	201	56.2
SS-18	08/20/03	129	165	131	96.3	124	31.9
SS-19	10/15/03	18.6	17	13.4 U	18.3	22.1	13.4 U
SS-20	10/15/03	141	120	124	130	153	25.5
SS-21	10/15/03	692	541	583	541	631	117
SS-1	8/11/2000	ND	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.91	0.87	0.78	0.79	0.89	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND	ND
SS-7	08/09/00	470	520	290	220	ND	66
SS-8	8/10/2000	ND	ND	ND	ND	ND	ND
SS-9	08/10/00	0.79	1.10	0.54	0.92	0.83	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.34	ND	ND	0.35	ND
Screening Criteria							
DEQ RBCss–Occupational		270	2,700	NV	27,000[b]	270,000[b]	270
DEQ RBCss–Construction Worker		2,100	21,000[b]	NV	210,000[b]	2,100,000[b]	2,100
DEQ RBCss–Excavation Worker		59,000[b]	590,000[b]	NV	5,900,000[b]	59,000,000[b]	59,000[b]
EPA Region 9 PRGs (Industrial)							
Reliable Consensus-Based PEC		1,450	NV	NV	NV	1,290	NV
DEQ Level II SLV Sediment —Bioaccumulation		100	NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM				
		Dimethyl-naphthalene ug/kg	Fluoranthene ug/kg	Fluorene ug/kg	Indeno(1,2,3-cd)-pyrene ug/kg	Naphthalene ug/kg
SS-12	08/20/03	ND	337	268	282	268 U
SS-13	08/20/03	ND	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	ND	89.4	26.8 U	70.3	26.8 U
SS-15	08/20/03	ND	323	57.5	127	63.3
SS-16	08/20/03	ND	369	51	337	26.8 U
SS-17	08/20/03	ND	271	39	181	13.4 U
SS-18	08/20/03	ND	165	30.4	108	26.8 U
SS-19	10/15/03	ND	48.4	34.4	13.4 U	13.4 U
SS-20	10/15/03	ND	156	14.3	102	13.4 U
SS-21	10/15/03	ND	957	47.7	466	33.5 U
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	ND	1.4	ND	0.68	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND
SS-7	08/09/00	0.70 J	840 J	44	390	3 J
SS-8	8/10/2000	ND	0.44	ND	ND	ND
SS-9	08/10/00	ND	1.30	ND	0.64	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.59	ND	ND	ND
Screening Criteria						
DEQ RBCss–Occupational		NV	29,000,000[b]	35,000,000[b]	2,700	770,000[b]
DEQ RBCss–Construction Worker		NV	8,900,000[b]	12,000,000[b]	21,000[b]	710,000[b]
DEQ RBCss–Excavation Worker		NV	---[a]	---[a]	590,000[b]	20,000,000[b]
EPA Region 9 PRGs (Industrial)						
Reliable Consensus-Based PEC		NV	NV	NV	NV	561
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM			VOCs by EPA Method 8260B	
		Phenanthrene ug/kg	Pyrene ug/kg	Total PAHs[h] ug/kg	Acetone ug/kg	Trichloro-fluoromethane ug/kg
SS-12	08/20/03	268	391	4,726	NA	NA
SS-13	08/20/03	13.4 U	13.4 U	214.4 U	NA	NA
SS-14	08/20/03	56.6	94.8	874.6	NA	NA
SS-15	08/20/03	250	323	2,289.3	NA	NA
SS-16	08/20/03	132	497	3,514.3	NA	NA
SS-17	08/20/03	134	295	2,362.2	NA	NA
SS-18	08/20/03	84.6	177	1,462	NA	NA
SS-19	10/15/03	29.5	43.7	367.5	NA	NA
SS-20	10/15/03	60.2	172	1,367.7	NA	NA
SS-21	10/15/03	476	1,180	6,950.2	NA	NA
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.67	ND	7.64	ND	ND
SS-3	8/10/2000	ND	ND	ND	NA	NA
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	NA	NA
SS-6	08/10/00	ND	0.65	0.65	66	ND
SS-7	08/09/00	490 J	830 J	4,999	ND	ND
SS-8	8/10/2000	ND	ND	0.44	ND	ND
SS-9	08/10/00	0.52	0.9	8.13	ND	10
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.47	1.75	NA	NA
Screening Criteria						
DEQ RBCss–Occupational		NV	21,000,000[b]	NV	NV	NV
DEQ RBCss–Construction Worker		NV	6,700,000[b]	NV	NV	NV
DEQ RBCss–Excavation Worker		NV	---[a]	NV	NV	NV
EPA Region 9 PRGs (Industrial)					6,000,000	2,000,000
Reliable Consensus-Based PEC		1,170	1,520	22,280	NV	NV
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	290	NV

Table 5
Butyltins in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Tetra-n-butyltin ug/kg		Tri-n-butyltin Cation ug/kg		Di-n-butyltin Cation ug/kg		n-butyltin Cation ug/kg	
SS-1	8/11/2004	3	U	8		2		3	
SS-2	8/11/2004	3	U	120		15		12	
SS-7	8/9/2004	3	U	0.5	J	0.4	J	1	U
SS-9	8/10/2004	3	U	110		29		27	
SS-10	8/11/2004	3	U	2		0.5	J	1	U
Screening Criteria									
EPA Region 9 PRGs (Industrial)		NV		180,000		NV		NV	
Portland Harbor Apparent Baseline Concentration		NV		300		NV		NV	
DEQ Level II SLV Sediment —Bioaccumulation		NV		190		NV		NV	

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.5 U	2.42	NA	0.38	0.37 U	NA	13.2
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	8.99	2.27	NA	0.38	5.39	NA	16.4
MW-1 (8-9)	03/21/03	8-9	NA	0.5 U	1.66	NA	0.74	1.95 U	NA	22.9
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.31 U	2.31	NA	0.43 U	0.43 U	NA	14.2
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.33 U	2.91	NA	0.4 U	0.4 U	NA	13.2
MW-4 (18-19)	03/21/03	18-19	NA	0.35 U	2.67	NA	0.3	0.29 U	NA	11.3
MW-5 (22-23)	03/21/03	22-23	NA	0.4 U	1.76	NA	0.39 U	0.39 U	NA	19.2
MW-6 (13-15)	03/21/03	13-15	NA	0.33 U	1.97	NA	0.41 U	0.41 U	NA	15.9
SB-1	8/11/2000	6-8	12,500	4.2 U	3.1	111	0.3 B	0.1 U	4,420	15.6
SB-2	8/11/2000	14-16	9,470	4.39 U	3.2	74.6	0.3 B	0.1 U	3,890	11.7
SB-5	8/11/2000	18-19	10,300	4.58 U	3.3	86.6	0.3 B	0.1 U	4,100	13.6
Screening Criteria										
Background			52,300	NV	6	NV	2	1	NV	27
EPA Region 9 PRGs (Industrial)			100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Cobalt mg/kg	Copper mg/kg	Iron mg/kg	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg
B-1 (8-10)	03/24/03	8-10	NA	15.9	NA	4.73	NA	NA	0.1 U	17.9
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	17.1	NA	5.82	NA	NA	0.09 U	18.5
MW-1 (8-9)	03/21/03	8-9	NA	18.3	NA	10.5	NA	NA	0.1 U	13.6
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	35.7	NA	4.04	NA	NA	0.09 U	16.9
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	16.8	NA	2.24	NA	NA	0.09 U	17
MW-4 (18-19)	03/21/03	18-19	NA	17.5	NA	7.78	NA	NA	0.18	15.7
MW-5 (22-23)	03/21/03	22-23	NA	20	NA	5.92	NA	NA	0.1 U	23.4
MW-6 (13-15)	03/21/03	13-15	NA	18.6	NA	11.1	NA	NA	0.09 U	21.3
SB-1	8/11/2000	6-8	13.4	15.7	24,200	12.7 B	4,370	316	0.11	20
SB-2	8/11/2000	14-16	12.8	13.1	22,100	3 B	3,500	273	0.01 U	16.4
SB-5	8/11/2000	18-19	12.6	20.1	22,900	19 B	3,460	386	0.1	17.1
Screening Criteria										
Background			NV	34	36,100	17	NV	1,500	0.04	21
EPA Region 9 PRGs (Industrial)			1,900	41,000	100,000	750	NV	19,000	62[f]	20,000[g]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Potassium mg/kg	Selenium mg/kg	Silver mg/kg	Sodium mg/kg	Thallium mg/kg	Vanadium mg/kg	Zinc mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.37 U	0.50 U	NA	0.5 U	NA	62.8
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	0.31 U	0.36 U	NA	0.36 U	NA	92.4
MW-1 (8-9)	03/21/03	8-9	NA	0.32 U	0.50 U	NA	0.5 U	NA	55.8
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.43 U	0.31 U	NA	0.31 U	NA	63.6
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.4 U	0.33 U	NA	0.33 U	NA	51
MW-4 (18-19)	03/21/03	18-19	NA	0.29 U	0.35 U	NA	0.35 U	NA	52.8
MW-5 (22-23)	03/21/03	22-23	NA	0.39 U	0.40 U	NA	0.4 U	NA	58.2
MW-6 (13-15)	03/21/03	13-15	NA	0.41 U	0.33 U	NA	0.33 U	NA	52.8
SB-1	8/11/2000	6-8	522	1.1 B	0.8 U	437	0.2 U	65.2	56.5
SB-2	8/11/2000	14-16	521	0.2 U	0.9 U	293	0.2 U	56.5	46.5
SB-5	8/11/2000	18-19	565	1.2 B	0.9 U	304	0.20 U	60.4	80.1
Screening Criteria									
Background			NV	NV	NV	NV	NV	NV	96
EPA Region 9 PRGs (Industrial)			NV	5,100	5,100	NV	67	7,200	100,000

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	NWTPH-Dx Method		PAHs by USEPA Method 8270SIM				
			Diesel-Range Hydrocarbons mg/kg	Heavy-Oil-Range Hydrocarbons mg/kg	Acenaphthene ug/kg	Benzo(a)-anthracene ug/kg	Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg
B-1	03/26/03	8-10	25 U	50 U	45.3	104	114	72.8	91.6
B-1	03/26/03	17-18	25 U	50 U	40.2 U	20.4	17.1	18.5	18.6
B-2	03/24/03	7-9	25 U	50 U	26.8 U	111	138	82.6	117
MW-1	03/21/03	8-9	25 U	57.6	13.4 U	24.8	29.5	21.9	26.2
MW-1	03/21/03	14-15	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	18-20	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	23-25	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-3	03/21/03	19-20	NA	NA	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-4	03/21/03	18-19	31	66.1	15.9	43.4	59.7	35.5	62.6
MW-5	03/21/03	22-23	NA	NA	13.4 U	35.4	57.9	32.4	57.9
MW-6	03/21/03	13-15	NA	NA	26.8 U	70.2	124	85.2	149
SB-1	8/11/2000	6-8	26 U	110 U	ND	ND	ND	ND	ND
SB-2	8/11/2000	14-16	27	100 U	ND	ND	ND	ND	ND
SB-3	8/10/2000	18-20	27 U	110 U	ND	ND	ND	ND	ND
SB-4	8/10/2000	20-21	490	1,100	ND	ND	ND	ND	ND
SB-5	8/11/2000	18-19	91	260	ND	ND	ND	ND	ND
Screening Criteria									
DEQ RBCss—Construction Worker			23,000	NV	16,000,000[b]	21,000[b]	2,100	21,000[b]	NV
DEQ RBCss—Excavation Worker			--[a]	NV	--[a]	590,000[b]	59,000[b]	590,000[b]	NV
EPA Region 9 PRGs (Industrial)									

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	PAHs by USEPA Method 8270SIM							VOCs by USEPA Method 8260B
			Benzo(k)-fluoranthene ug/kg	Chrysene ug/kg	Fluoranthene ug/kg	Fluorene ug/kg	Indeno(1,2,3-cd)-pyrene ug/kg	Phenanthrene ug/kg	Pyrene ug/kg	2-Chlorotoluene ug/kg
B-1	03/26/03	8-10	71.2	139	310	26.8 U	66.9	144	327	NA
B-1	03/26/03	17-18	13.4 U	24.6	76	14.2	13.4 U	83	72.8	NA
B-2	03/24/03	7-9	89.9	139	254	26.8 U	82.3	26.8 U	293	266
MW-1	03/21/03	8-9	18.8	32.5	49.2	13.4 U	19.2	42.8	61.6	NA
MW-1	03/21/03	14-15	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	NA
MW-2	03/21/03	18-20	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	100 U
MW-2	03/21/03	23-25	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	NA
MW-3	03/21/03	19-20	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	NA
MW-4	03/21/03	18-19	41.5	55.6	51.5	14.3	43.2	27	102	NA
MW-5	03/21/03	22-23	34.8	47.3	88.8	13.4 U	38.8	38.6	137	NA
MW-6	03/21/03	13-15	71.4	98.5	137	26.8 U	100	60.7	169	100 U
SB-1	8/11/2000	6-8	ND	ND	ND	ND	ND	ND	0.36	NA
SB-2	8/11/2000	14-16	ND	ND	ND	ND	ND	ND	ND	NA
SB-3	8/10/2000	18-20	ND	ND	ND	ND	ND	ND	ND	NA
SB-4	8/10/2000	20-21	ND	ND	ND	ND	ND	ND	ND	NA
SB-5	8/11/2000	18-19	ND	ND	ND	ND	ND	ND	ND	NA
Screening Criteria										
DEQ RBCss—Construction Worker			210,000[b]	2,100,000[b]	8,900,000[b]	12,000,000[b]	21,000[b]	NV	6,700,000[b]	NV
DEQ RBCss—Excavation Worker			5,900,000[b]	59,000,000[b]	--[a]	--[a]	590,000[b]	NV	--[a]	NV
EPA Region 9 PRGs (Industrial)										560,000

Table 8
Butyltins in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Tetra-n-butyltin ug/kg	Tri-n-butyltin Cation ug/kg	Di-n-butyltin Cation ug/kg	n-butyltin Cation ug/kg
SB-5	8/11/2000	18-19	3 U	1 U	8	2
Screening Levels						
DEQ RBCss—Construction Worker			NV	NV	NV	NV
DEQ RBCss—Excavation Worker			NV	NV	NV	NV
PRG—Industrial			NV	180,000	NV	NV

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Antimony mg/L	Arsenic mg/L	Beryllium mg/L	Cadmium mg/L	Chromium mg/L	Copper mg/L	Lead mg/L
MW-1	04/15/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-2	04/15/03	0.001 U	0.00139	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-3	04/15/03	0.001 U	0.0012	0.001 U	0.001 U	0.00183	0.00218	0.00117
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00105	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-4	04/15/03	0.00101	0.0195	0.00357	0.00202	0.182	0.43500	0.692
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00123	0.00200 U	0.001 U
	04/01/04	0.001 U	0.0051	0.001 U	0.001 U	0.001 U	0.00200 U	0.001 U
MW-5	04/15/03	0.001 U	0.00286	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00114	0.002 U	0.001 U
	04/01/04	0.001 U	0.00159	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-6	04/15/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.00227	0.00173
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001	0.002 U	0.001 U
Screening Criteria								
DEQ Level II SLVs, aquatic		1.6	0.15	0.0053	0.0022	0.011 (VI)/ 0.074 (III)	0.009	0.0025
AWQC, fish ingestion		0.64	0.00014	NV	NV	NV	NV	NV

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Mercury mg/L	Nickel mg/L	Selenium mg/L	Silver mg/L	Thallium mg/L	Zinc mg/L
MW-1	04/15/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-2	04/15/03	0.0002 U	0.002 U	0.001 U	0.00138	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.00123	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-3	04/15/03	0.0002 U	0.00413	0.001 U	0.001 U	0.001 U	0.00774
	07/24/03	0.0002 U	0.002 U	0.00171	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.00821
MW-4	04/15/03	0.000973	0.139	0.00103	0.01490	0.001 U	0.63500
	07/24/03	0.000200 U	0.002 U	0.00329	0.00100 U	0.001 U	0.00500 U
	04/01/04	0.000200 U	0.002 U	0.00161	0.00100 U	0.001 U	0.00500 U
MW-5	04/15/03	0.0002 U	0.002 U	0.00119	0.001 U	0.001 U	0.005 U
	07/24/03	0.0002 U	0.002 U	0.00168	0.001 U	0.001 U	0.00758
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-6	04/15/03	0.0002 U	0.00303	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.0031	0.00105	0.001 U	0.001 U	0.00683
	04/01/04	0.0002 U	0.00399	0.001 U	0.001 U	0.001 U	0.005 U
Screening Criteria							
DEQ Level II SLVs, aquatic		0.00077 (elemental, total)	0.052	0.005	0.00012	0.04	0.12
AWQC, fish ingestion		0.0003 (methyl)	4.6	4.2	NV	0.00047	26

Table 10
Summary of Groundwater Analytical Data—PAHs
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Acenaphthene ug/L		Benzo (ghi) perylene ug/L		Chrysene ug/L		Fluoranthene ug/L		Fluorene ug/L		Naphthalene ug/L		Phenanthrene ug/L		Pyrene ug/L		Others ug/L
MW-1	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-2	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-3	04/15/03	0.490		0.1	U	0.1	U	0.795		0.1	U	0.1	U	0.117		1.11		ND
	07/24/03	1.060		0.1	U	0.1	U	1.02		0.157		0.1	U	1.400		1.48		ND
	04/01/04	0.136		0.1	U	0.1	U	0.188		0.1	U	0.1	U	0.100	U	0.293		ND
MW-4	04/15/03	0.808		0.100		0.113		0.168		0.1	U	0.135		0.134		0.649		ND
	07/24/03	1.14		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.274		ND
	04/01/04	0.675		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.178		ND
MW-5	04/15/03	0.196		0.1	U	0.1	U	0.134		0.1	U	0.1	U	0.277		0.666		ND
	07/24/03	0.725		0.1	U	0.1	U	0.269		0.1	U	0.1	U	0.693		1.03		ND
	04/01/04	0.189		0.1	U	0.1	U	0.142		0.1	U	0.1	U	0.109		0.751		ND
MW-6	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.402		0.1	U	0.1	U	0.103		0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
Screening Criteria																		
Level II, Aquatic		520		NV		NV		6.16		3.9		620		6.3		NV		NV
AWQC, fish ingestion		990		NV		0.018		140		5,300		NV		NV		4,000		NV

18

AAC001080

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Aluminum ug/L	Antimony ug/L	Arsenic ug/L	Barium ug/L	Beryllium ug/L	Cadmium ug/L	Calcium ug/L	Chromium ug/L
SW-1	42.2 B	ND	ND	19.4	ND	ND	14,700	ND
SW-2	ND	ND	ND	5.2	ND	ND	14,700	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	87	1,600	150	4	5.3	2.2	116,000	11 (IV)/ 74 (III)
AWQC, fish ingestion	NV	640	0.14	NV	NV	NV	NV	NV

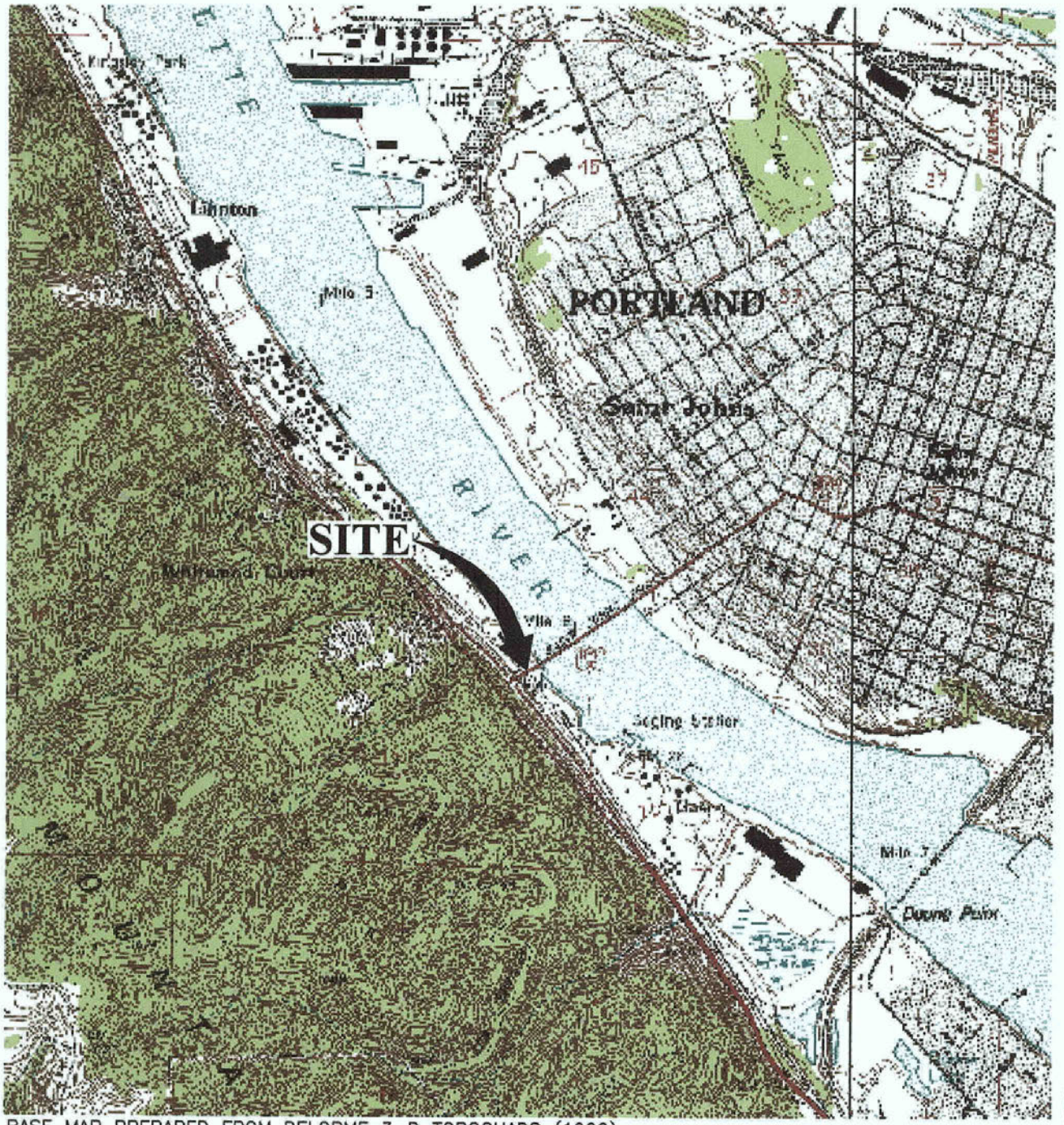
Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Cobalt ug/L	Copper ug/L	Iron ug/L	Lead ug/L	Magnesium ug/L	Manganese ug/L	Mercury ug/L	Nickel ug/L
SW-1	ND	ND	97.5	ND	4,640	16	ND	ND
SW-2	ND	ND	20.9	ND	4,640	4.3 B	ND	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	23	9	1,000	2.5	82,000	120	0.77 (elemental, total)	52
AWQC, fish ingestion	NV	NV	NV	NV	NV	NV	0.3 (methyl)	4,600

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Potassium ug/L	Selenium ug/L	Silver ug/L	Sodium ug/L	Thallium ug/L	Vanadium ug/L	Zinc
SW-1	ND	ND	ND	7,450	ND	4.9 B	4.4 B
SW-2	ND	ND	ND	5,720	ND	ND	ND
Screening Criteria							
DEQ Level II SLVs, aquatic	53,000	5	0.12	680,000	40	20	120
AWQC, fish ingestion	NV	4,200	NV	NV	6,300	NV	26,000

FIGURES



BASE MAP PREPARED FROM DELORME 3-D TOPOQUADS (1999).

SITE ADDRESS: 8444 NW ST. HELENS ROAD, PORTLAND, OREGON
NE1/4 SE 1/4 OF S11, T1N, R1W

0 2000 4000
SCALE IN FEET

Vancouver:
(360) 694-2691
Portland:
(971) 544-2139

MAUL FOSTER ALONGI INC.

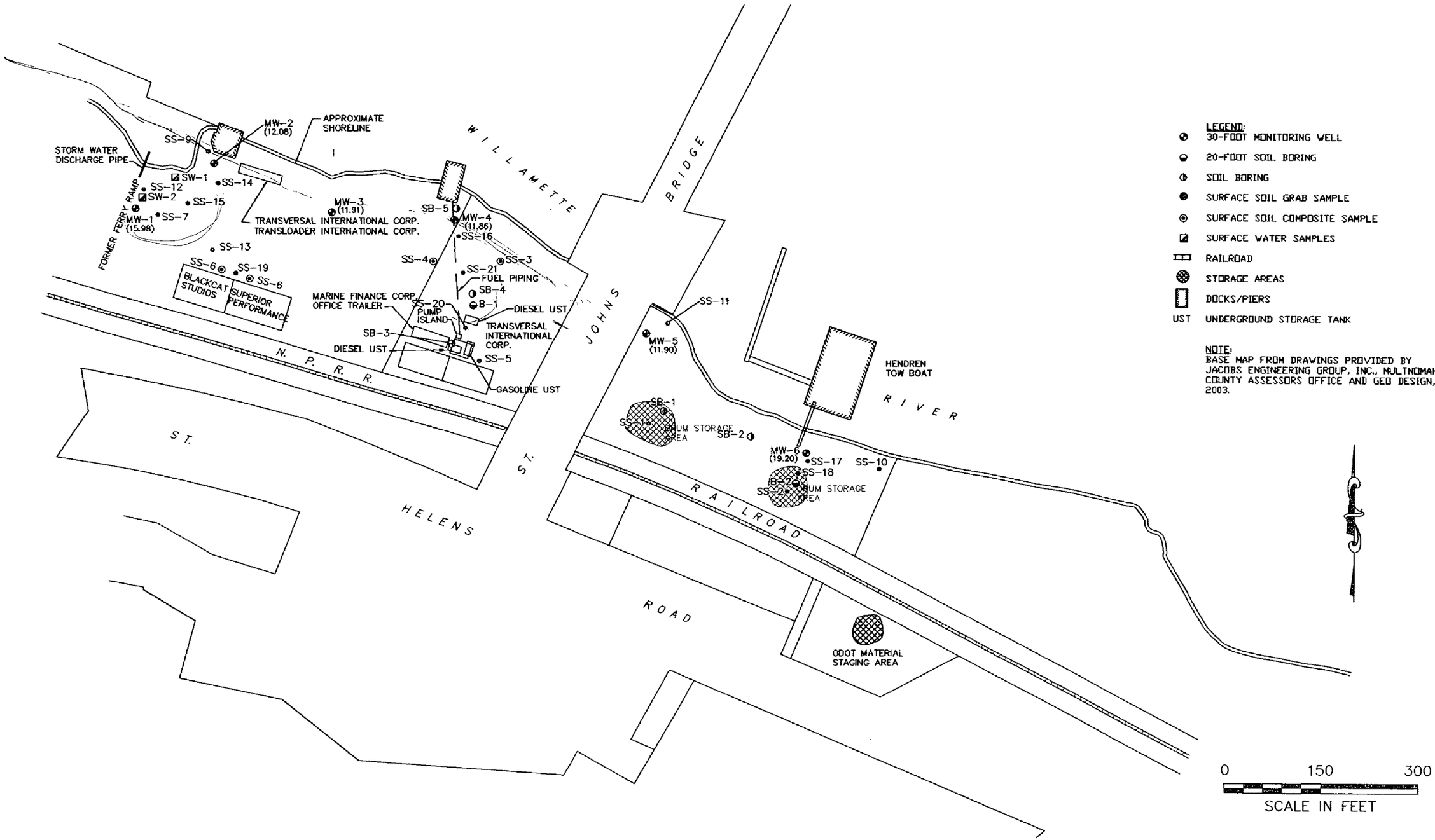
DATE 08/09/04
DWN. DLG
APPR. AGJ
REVIS.
PROJECT NO.
0100.01.01

Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

SITE LOCATION

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\SITE LOCATION MAP.DWG Last edited: AUG. 12, 2004 @ 4:14 p.m. by: dglaus Xrefs: none black/white

LAYOUT: 1



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Portland: (971) 544-2139
MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. DLG
APPR. ASJ
REVIS.
PROJECT NO.
0100.01.01

Figure 2
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
FORMER SITE FEATURES AND SAMPLE LOCATIONS

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\SITE MAP.DWG Last edited: AUG. 12, 2004 @ 4:12 p.m. by: dglaus Xrefs: site base, sample base black/white

LAYOUT: 1

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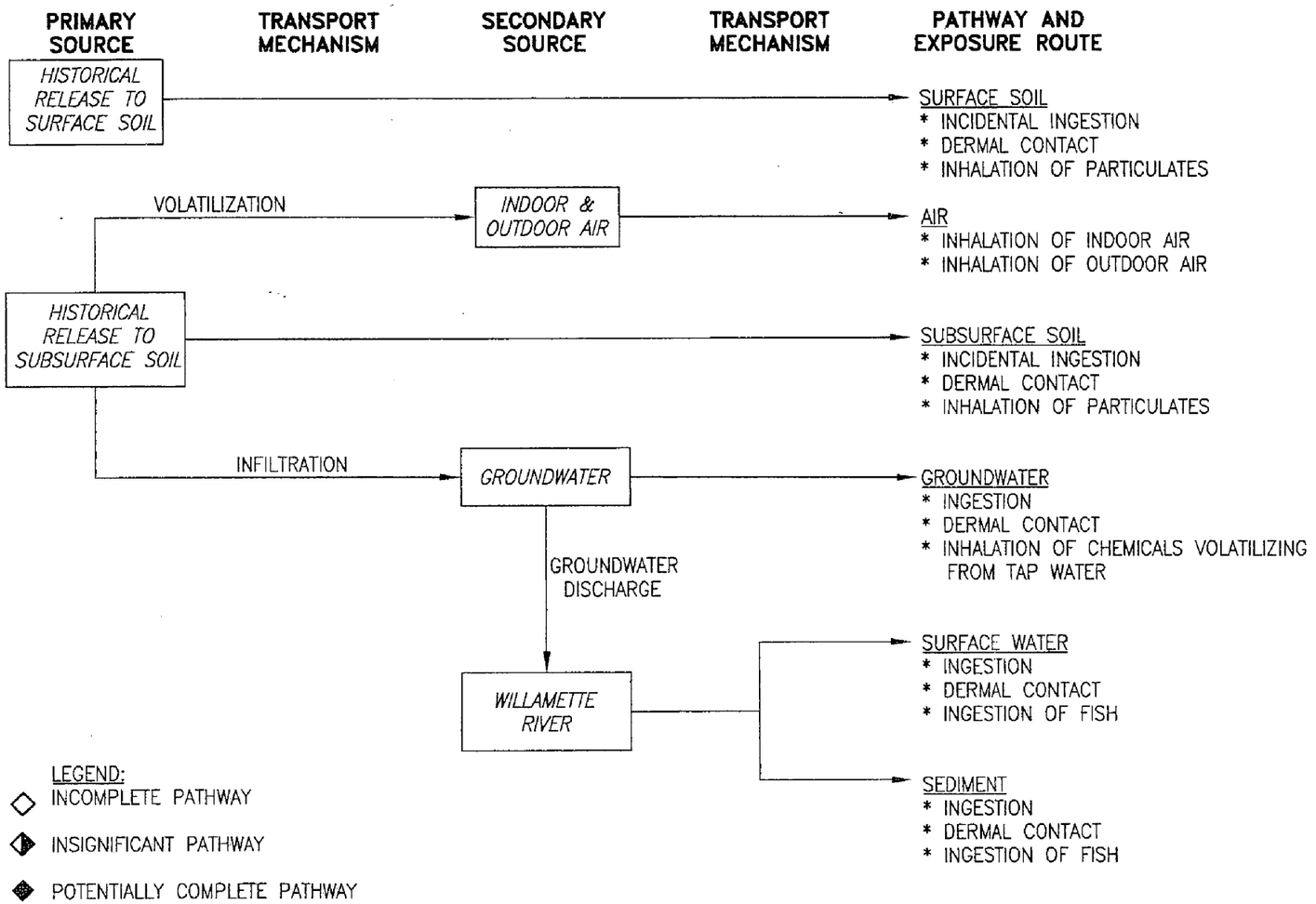
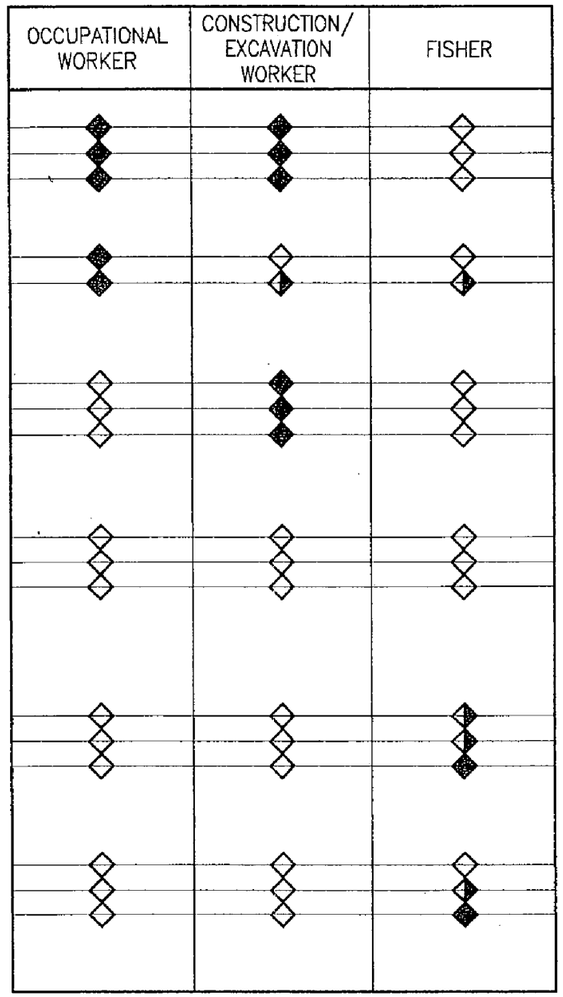


POTENTIAL HUMAN RECEPTORS



Vancouver: (360) 694-2691
Portland: (971) 544-2139
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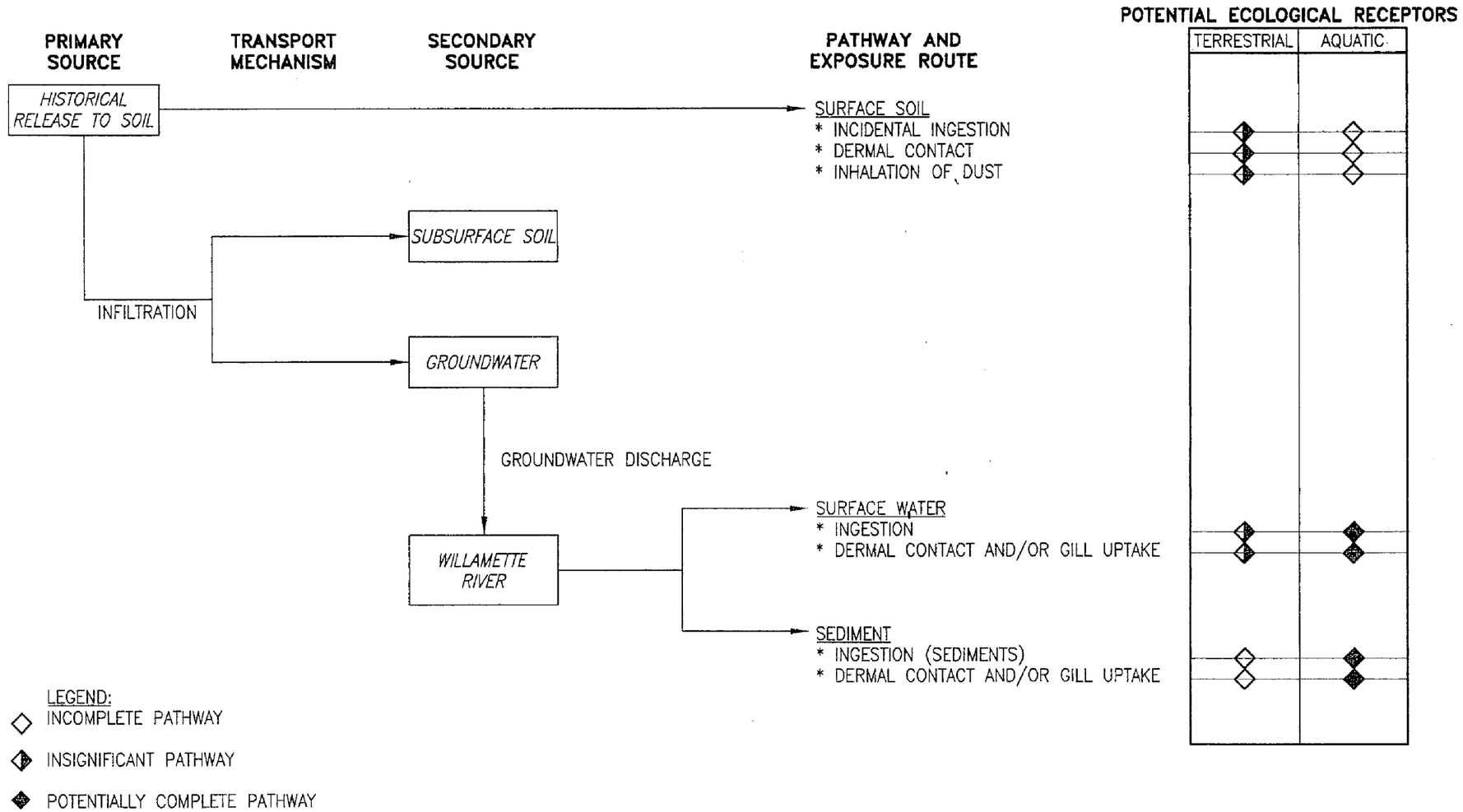
DATE	08/09/04
DWN.	AJY
APPR.	ASJ
REVIS.	
PROJECT NO.	0100.01.01

Figure 3
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL HUMAN EXPOSURE PATHWAYS

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\CONCEPTUAL SITE MODELS.DWG Last edited: AUG. 13, 2004 @ 2:39 p.m. by: ayoung Xrefs: none black/whit
LAYOUT: 1

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\CONCEPTUAL SITE MODELS.DWG Last edited: AUG. 13, 2004 @ 2:38 p.m. by: oyoung Xrefs: none black/white



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MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. AJY
APPR. ASJ
REVIS.
PROJECT NO. 0100.01.01

Figure 4
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL ECOLOGICAL EXPOSURE PATHWAYS

LAYOUT: 2

Oregon
Theodore Kulongoski, Governor

Department of Environmental Quality
Northwest Region Portland Office
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
(503) 229-5263
FAX (503) 229-6945
TTY (503) 229-5471

RECEIVED
AUG 27 2004
By AMF

August 24, 2004

Dee Burch
Advanced American Diving Service, Inc.
P.O. Box 1630
Oregon City, OR 97045

Re: Screening Level Risk Assessment for Soil and Groundwater
Marine Finance Property
Portland, Oregon

Dear Mr. Burch:

The Oregon Department of Environmental Quality (DEQ) reviewed the above-referenced memorandum prepared on your behalf by Maul, Foster, Alongi, Inc. (MFA), and dated August 13, 2004. DEQ's comments are presented below. The memorandum is accepted as written, provided DEQ's comments are incorporated by reference or into the pending source control evaluation report as appropriate.

General Comments

1. The memorandum is comprehensive and well written. DEQ concurs that the existing data are adequate to complete a source control evaluation.

2. In our meeting on August 2, Advanced American Diving Service Inc. (Advanced American) indicated that Long Painting was supposed to collect "baseline" sample data before initiating onsite operations per their lease agreement. Presumably, post-operation sampling would have been collected (or will be collected) for comparison with baseline data. Please include these data in the source control evaluation.

Specific Comments

1. Page 1, Second Paragraph.

   It is correct that in-water issues are not being addressed by DEQ as part of the Prospective Purchaser Agreement. However, the sediment data should still be discussed as appropriate during the source control evaluation to assess whether the site is a potential current or historic source of sediment contamination.

Based on the findings presented in the source control evaluation report, potential source control measures and a strategy for implementation should be proposed as needed. DEQ will review the source control evaluation and proposed source control measures and provide comments.

Following receipt of DEQ comments to the proposed source control strategy it is anticipated that Advanced American Diving Service Inc. will produce a Source Control Plan. The DEQ-approved Source Control Plan will comprise the scope of work for the Prospective Purchaser Agreement.

If you have questions please contact me at (503) 229-5587.

Sincerely,

Mark Pugh, R.G.
Project Manager
Cleanup and Emergency Response

Attachment: Draft Source Control Evaluation Criteria

cc: Anna St. John, MFA
Rod Struck, DEQ VC/PH
Charlie Landman, DEQ HQ
ECSI #2352

1.1.2 Soil-to-Sediment Screening

You should use data from soil samples at the site to screen for potential impacts to the river. Contaminants in soil can migrate to the river as a result of leaching to groundwater that flows into the river, or by being transported in eroded soil carried to the river in surface water runoff. Precipitation or flood events can transport contaminants in soil to the river via sheet flow, drainage ditches, storm water collection and discharge systems, or bank erosion or bank failure. Upland soil investigations should include characterization of surface and subsurface soil to determine the nature and extent of contamination in the vicinity of suspected source areas.

Contaminants in erodable surface soil or in riverbanks pose a potential threat to aquatic receptors and river sediment. As shown in Figure 4-2, if erodable soils are present at an upland facility and a complete pathway to the Willamette River exists, you should evaluate the need for source control. Numerical criteria have not yet been developed to evaluate the potential impacts to human health or aquatic life from contaminated soil runoff to surface water or sediment. This section describes the general approach for characterizing and screening these impacts.

You should carry out the following steps to evaluate the potential soil-to-sediment and soil-to-surface water pathways:

1. Identify potential current and historic contaminant sources;
2. Perform adequate chemical sampling in potential source areas to determine if a release of hazardous substances has occurred;
3. Evaluate subsurface soils that may represent a source of groundwater contamination at the same time that you evaluate source control measures to address groundwater migration to the river;
4. If a release has occurred, characterize surface soil (0-1 foot below ground surface) within 100 feet from a storm water catch basin or located within an area with a high probability or eroding and being transported to the Willamette River;
5. Screening soil concentrations against probable effect toxicity (PECs, PELs) screening values; and
6. Perform storm water evaluation in accordance with Section 1.1.4.

If soil concentrations exceed probable effect toxicity screening values and/or bioaccumulation screening values; perform a qualitative or quantitative weight-of-evidence evaluation. The weight of evidence determination should include the following site-specific factors:

- Extent of contaminated soil (*e.g.*, of exposed and/or erodable soil);
- Site conditions (*e.g.*, exposed soil, paved, slope);
- Soil properties (*e.g.*, soil type, compaction, erodability);
- Contaminant concentrations (exceedance of PEC);

immediate design and implementation of source control measures to prevent product releases to the Willamette River.

The following steps provide a simplified approach for evaluating potential groundwater-to-sediment and groundwater-to-surface water pathways:

1. Identify potential current and historic contaminant sources.
2. Perform adequate soil and groundwater chemical sampling for COIs to determine if a release of hazardous substances has occurred and if groundwater is currently or is likely to be impacted.
3. Evaluate surface soils that may be a source of contamination to the river in accordance with Sections 0 and 1.1.4.
4. If a release has occurred, fully define the nature and extent (horizontal and vertical) of groundwater contamination. If the groundwater discharges to or may discharge to the river, collect relevant data to characterize the discharge and to determine if in-water receptors are impacted.
5. Screen groundwater concentrations against DEQ ecological and human health screening values.[1] Initially, screening should be conducted at each groundwater monitoring well or groundwater data point.[2] Potential dilution should not be included in screening. As the HCSM is developed and revised; groundwater data from within the plume and as close to the river as possible should be used to assess potential impacts to the river.
6. If a groundwater plume has not reached the river, install monitoring wells at an appropriate distance between the source and the river to form a compliance boundary to allow detection of contaminants in adequate time to initiate source control measures. The "point of compliance" will be determined by DEQ in the Record of Decision (ROD) or Source Control Decision for the subject site. The "point of compliance" will define the location at which groundwater concentrations must be attained in groundwater from that point to the edge of the plume (*e.g.*, bank well, sediment, surface water, pore water).
7. If groundwater concentrations exceed SLVs, perform a qualitative or quantitative weight of evidence evaluation to determine if source control measures are required. Specifically, the evaluation should address the following, as appropriate:
    a. Nature and extent of groundwater plume in each affected water-bearing zone (including consideration of site hydrogeology);
    b. Potential hydraulic connection between site groundwater and surface water;

---

[1] Screening should be based on a site-specific hydrogeological conceptual site model and a risk assessment exposure conceptual site model taking into account current and future land and water use.

[2] Average concentrations or statistical derivation of exposure point concentrations should not be determined over the discharge area of the plume unless, it is agreed by DEQ that there are adequate data available to do so.

at the point of exposure in the river sediments. This evaluation should focus on characterizing the nature and extent of the groundwater discharge, understanding the chemical transport processes, and gathering exposure point data. Evaluation may include collection of groundwater and pore water data off shore from the facility during the upland RI to characterize the nature, rate, and magnitude of groundwater discharges to the Willamette River.

Methods that you can use for the additional characterization include the installation of:

- Push-probe sampling devices to collect groundwater data from beneath the river;
- Seepage meters to estimate groundwater flux to or from the river;
- Seepage meters to evaluate quality of water discharging to surface water; and
- Diffusion-based sampling devices to identify contaminated groundwater discharge points or identify preferential groundwater migration pathways.

Data from the in-water characterization of groundwater discharges should be evaluated to determine the need for source control measures. If the groundwater discharge is likely to cause an adverse effect on beneficial water uses, source control measures are required. If the data are inconclusive due to confounding factors such as in-water sediment contamination or river dynamics, the DEQ may defer the source control measures until the results of the in-water characterization effort, in-water risk assessment, or any early action characterization or cleanup activities are available to further evaluate the need for source control measures.

1.1.4 Storm Water Screening

Piped storm water discharges to surface water are fundamentally different than groundwater discharges. Groundwater discharges have the potential to exert toxic effects on the benthic community with little or no dilution. However, piped discharges of soluble contaminants are typically diluted through rapid mixing with the waters of the receiving body. At the same time, piped discharges have the potential to suspend and transport soil and catch-basin sediment into the river during storm events. Particulates settling out of storm water discharges may represent a source of contaminant loading to river sediment. Although it is unlikely that a single runoff event will present chronic risks to water column biota, continued runoff events may adversely affect water or sediment quality. DEQ environmental cleanup regulations provide a conditional exemption for permitted releases. However, cleanup rules apply to the deposition, accumulation, or migration of contaminants resulting from otherwise permitted or authorized releases.

1.1.4.1 Initial Storm Water Evaluation

Effective storm water management is a key part of pollution control, therefore, the source control evaluation process for storm water is more rigorous for sites that are currently permitted or that do not appear to have effective, well demonstrated storm water programs or plans in place. If your site does not have a demonstrated storm water

c. Proactive management of stormwater , including but not limited to BMP implementation, on-going monitoring results, routine catchbasin maintenance schedule

d. Capture and management of on-site storm water;

e. Effective catch basin design or catch basin improvements (i.e., catch basin specifically designed or modified to increase effectiveness in containing fine particulates or site specific contaminants); and

f. Storm water effluent characterization (e.g., samples should be representative of first flush and large storm events).

5. If storm water is actively managed, conduct storm water effluent sampling downstream of source area, by collecting samples within 24 hours of a significant rain event that was preceded by a period of dry weather. Sites without an effective stormwater management must conduct additional testing as described above, implement BMPs and submit an approved storm water management plan before completing the stormwater evaluation.

6. Screen storm water concentrations against a concentration equivalent to five times the acute AWQC, or directly against acute AWQC values for PBTs.

As a first step, exceedences of storm water or catch basin screening criteria will require implementation of source reduction and BMPs. BMPs and source reduction should be applied with a goal of preventing material from entering the system as well as proper maintenance of the storm water system.

Because storm water conveyances may represent preferential pathways for groundwater migration, both inside and along the outside of conveyance pipes, evaluation of the groundwater pathway may include dry weather sampling of storm water conveyances. Please refer to section 4.3.3 for a description of the groundwater screening process.

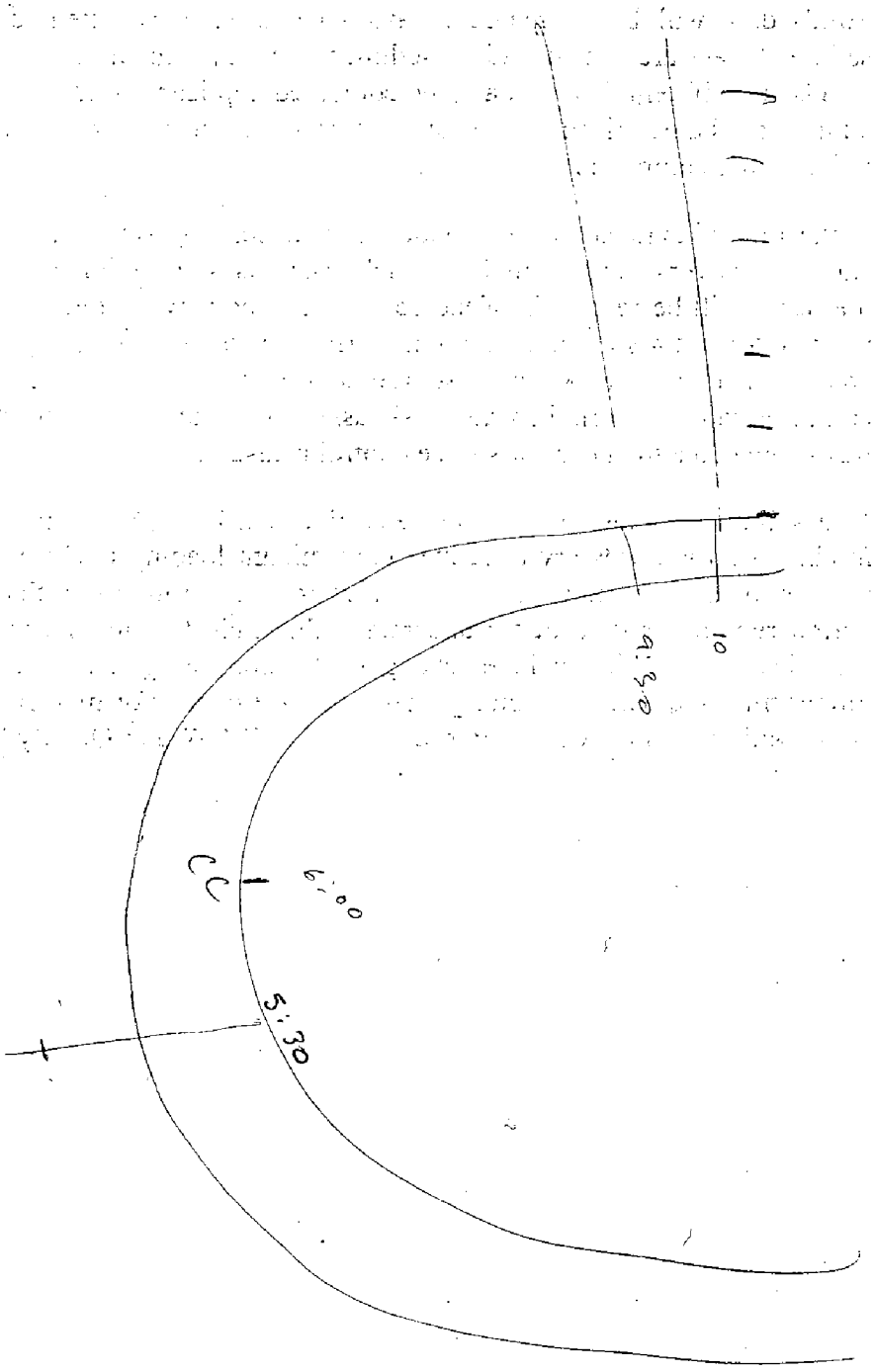
If monitoring does not demonstrate an improvement, more aggressive evaluation and source control measures such as source removal, stormwater system improvements, or storm water treatment may be required. The potential for adverse effects on beneficial water uses as a result of storm water discharges may also be measured by exceedances of ambient water quality criteria within the receiving body. Effects on sediment quality may be measured by exceedance of high toxicity criteria (PECs) in sediment collected from below the storm water discharge point (Note: an understanding of river hydrodynamics in the vicinity of the discharge will be needed to locate samples and to evaluate their representativeness). The need for more aggressive storm water investigation and source control actions should be determined using a weight-of-evidence evaluation for storm water discharges.

Include the following site-specific factors in your weight-of-evidence determination for storm water:

Solids data will be compared to available in-water sediment data. Where adequate sediment data are not available, sediment sampling in the river may also be required. Solids and effluent data will also be compared applicable screening levels to determine if additional characterization or source control measures are required prior to the in-water RI/FS being completed.

If the line of evidence determination establishes that stormwater discharge is likely to cause an adverse effect on beneficial water uses or sediment quality, source control measures will be required. If the data are inconclusive due to confounding factors such as in-water sediment contamination or river dynamics, the DEQ may require additional characterization or defer the a source control decision until the results of the in-water characterization effort, in-water risk assessment, or feasibility study are available to further evaluate the need for source control measures.

You should evaluate the data to determine if a NPDES storm water permit or permit modification is necessary to reduce contaminant loading to the Willamette River. This may involve permitting previously unpermitted storm water discharges or modifying permit requirements to better understand the flux of contaminants into the river. Such modifications could include changes to monitoring parameters, discharge limits, monitoring frequency, or timing. The issuance of new or modified permits will require coordination with the City of Portland and the DEQ Water Quality Program.



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43462/32933
INDEX OF PURCHASE OF MARINE FINANCE, INC.

Advanced American Diving / Marine Finance Property
VOLUME II

INDEX OF PURCHASE OF MARINE FINANCE, INC.
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43462/32933
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5. New Leases
6. State DSL Leases
7. Submerged Land Survey
8. Railroad Private Crossing Agreement
9. ODOT Permit (Crossing beneath St. John's Bridge)
10. Personal Property List
11. UCC Search
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19. Environmental
    a. PPA
    b. MFA Agreement
    c. GeoDesign Data
    d. MFA Data

AAC001098

Environmental

AAC001099

Carol Keddy

n: Carol Keddy
t: Wednesday, November 24, 2004 5:00 PM
To: 'scottb@aadiving.com'; 'deeb@aadiving.com'
Cc: Ed Trompke
Subject: Marine Finance Property; Our No. 32933

It appears Scott received copies directly of Anna St. John's emails this afternoon. It looks like the costs have gone up!

Have a great Thanksgiving.

Carol L. Keddy, Paralegal
Jordan Schrader PC
Direct: 503-598-5523
E-mail: carol.keddy@jordanschrader.com
on the web at www.jordanschrader.com

April Obern

From: Carol Keddy
Sent: Wednesday, November 24, 2004 4:14 PM
To: April Obern
Subject: FW: Draft Memo for Hendren Tow Boat, Marine Finance Corporation

And again, for printing and saving.
-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Wednesday, November 24, 2004 3:47 PM
To: Anna St. john; Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy
Subject: RE: Draft Memo for Hendren Tow Boat, Marine Finance Corporation

Hello Again – Please review this version of the memo and cost estimates. Sorry for the inconvenience.

> -----Original Message-----
> **From:** Anna St. john
> **Sent:** Wednesday, November 24, 2004 2:11 PM
> **To:** 'Ed Trompke'
> **Cc:** scottb@aadiving.com; Carol Keddy; Anna St. john
> **Subject:** Draft Memo for Hendren Tow Boat, Marine Finance Corporation
>
> Hi Ed –
>
> I've attached a draft memo documenting the sediment sampling and analyses. The memo also includes costs for possible additional investigation and remediation of sediment in support of filing claims against Hendren's insurance company(s). Please review and provide comments.
>
> A separate memo has been prepared for AACP's business planning purpose that documents the sediment sampling and analyses and possible sediment placement/disposal options. I will forward that information soon.
>
> Also, I'll provide a cost estimate for the sediment sampling at the Columbia Way site next week and then we can get that scheduled with AACP.
>
> Happy Thanksgiving!
>
> Anna St. John, R.G.
> Principal Hydrogeologist
> Maul Foster & Alongi, Inc.
> 3121 SW Moody Avenue, Ste. 200
> Portland, Oregon 97239
>
> Phone: 971-544-2139 or 800-896-4405 x 2113
> Fax: 971-544-2140
>
> Cellular phone: (b) (6)

Tab .
Cost Estimate for Sediment Cap
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

Remedy Components:

1 Cap sediments north of and in dock area with 2' of sand and 1' of 2"-6" river rock armor.
3 Monitoring and maintenance for 30 years.
4 Institutional controls: use controls, boundary markers.

Primary Assumptions:

1 Design includes: hydrodynamic and contaminant flux modeling for cap, HEC-RAS modeling for no-net rise analysis, and plans and specifications.
2 Permitting includes: ESA consultation, 404 Corps/DSL permit, temporary NPDES (401) permit, DSL lease negotiations support.
3 640 linear feet of silt curtain, 20 feet deep.
4 1,778 cubic yards of sand placed (1.35 tons/cubic yard).
5 889 cubic yards (1.6 tons/cubic yard) of rock armor placed.

Item	Unit Cost	Units	Quantity	Total Cost
Design and Permitting				
RD/RA Work Plan and negotiations	$20,000	LS	1	$20,000
Design site characterization (bathymetric survey [including utility and underwater debris locating], sediment delineation refinement [near surface only])	$25,000	LS	1	$25,000
Remedial Design (engineering and permitting)			1	
Construction plans and specification/permitting	$25,000	LS	1	$25,000
Plans (HASP, Construction QA Plan, Sampling and Analysis Plan)	$0	LS	1	$0
RA procurement	$10,000	LS	1	$10,000
DEQ oversight of remedial design (15% of design and permitting)	$80,000	percent	15%	$12,000
	Total Remedial Design/Permitting Cost			***$92,000***
Construction				
Mobilize equipment	$10,000	LS	1	$10,000
Water quality monitoring before, during, and after construction	$5,000	LS	1	$5,000
Acquisition and placement of silt curtain	$1	Sq Ft	12,800	$12,800
Sand cap material delivery and placement (from barge)	$10	CY	1,778	$17,780
Cap armor (rock) delivered by truck and placed from barge	$31	CY	889	$27,559
Surveying support during construction, as-built survey	$5,000	LS	1	$5,000
Construction QA	$90	HR	40	$3,600
As-built report labor	$90	HR	80	$7,200
As-built report direct costs	$1,000	LS	1	$1,000
DEQ oversight of remedial action	$90	HR	8	$720
			Total Construction Cost	***$90,659***

Tab. .

Cost Estimate for Sediment Cap
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

Item	Unit Cost	Units	Quantity	Total Cost
Monitoring and Maintenance (years 1,5,10,20,30)				
Cap inspection and reporting	$15,000	LS	1	$15,000
Cap repair	$15,000	LS	1	$15,000
DEQ post-construction oversight	$90	HR	80	$7,200
			Subtotal	$37,200
Discount Rate		percent	7.5%	
		Total Inspection and Maintenance Cost		**$91,572**
Contingency		percent	30%	*$82,269*
		TOTAL ESTIMATED PRESENT VALUE COST		**$356,501**

Table 5
Dredging and Offsite Disposal as Solid Waste
Hendren Tow Boat
Marine Finance Corporation Property

Remedy Components:

1 Remove deleterious material (I.e. solid waste).
2 Dredge sediments to depth of 5 feet below mudline. Clamshell dredger assumed.
3 Assume dewatered sediment passes "paint filter test" for liquids content. Dispose at Subtitle D Landfill as special waste after dewatering.
4 Institutional controls: use controls, boundary markers.

Primary Assumptions:

1 Design includes: hydrodynamic modeling for backfill, HEC-RAS modeling for no-net rise analysis, and plans and specifications.
2 Permitting includes: ESA consultation, 404 Corps/DSL permit, temporary NPDES (401) permit, DSL lease negotiations support.
3 12,800 square feet of silt curtain installed (640 linear feet to 20 feet).
4 4,500 cubic yards of dredging; dredge rate of 100 cubic yards/hour; one dredge operating 20 hrs/day for 2.5 days.
5 Dewatering pad 500'x500' with geomembrane liner. Sediment placed 18 inches deep, cycled once per week.
6 Dewatering treatment consists of settling, filtering and GAC.
7 Sediment porosity of .65 used for dewatering calculations.
8 Dewatered sediment density = 1.5 tons/cubic yard.

Item	Unit Cost	Units	Quantity	Total Cost
Design and Permitting				
RD/RA Work Plan and negotiations	$20,000	LS	1	$20,000
Design site characterization (bathymetric survey [including utility and underwater debris locating], sediment delineation refinement [near surface and subsurface])	$25,000	LS	1	$25,000
Remedial Design (engineering and permitting)	$25,000		1	
Construction plans and specification/permitting	$0	LS	1	$0
Plans (HASP, Construction QA Plan, Sampling and Analysis Plan)	$0	LS	1	$0
RA procurement	$10,000	LS	1	$10,000
DEQ oversight of remedial design (15% of design and permitting)	$55,000	percent	15%	$8,250
		Total Remedial Design/Permitting Cost		***$63,250***
Construction				
Access improvements	$10,000	LS	1	$10,000
Mobilize equipment	$5,000	LS	1	$5,000
Water quality monitoring before, during, and after construction	$5,000	LS	1	$5,000
Solid waste removal and disposal	$20,000	LS	1	$20,000
Silt curtain acquisition and installation	$1	SQ FT	12,800	$12,800
Sediment dredging and offloading from barge	$10	CY	4,500	$45,000
Excavated sediment dewatering/treatment	$0.03	Gallons	318,087	$9,543
Excavated sediment disposal as solid waste (including transportation)	$43.00	Ton	6,750	$290,250
Surveying support during construction, as-built survey	$5,000	LS	1	$5,000
Construction QA	$90	HR	40	$3,600
As-built report labor	$90	HR	80	$7,200
As-built report direct costs	$1,000	LS	1	$1,000
DEQ oversight of remedial action	$90	HR	8	$720
			Total Construction Cost	***$415,113***
Contingency		percent	30%	*$143,509*
		TOTAL ESTIMATED PRESENT VALUE COST		$621,871

MAUL FOSTER ALONGI INC.
ENVIRONMENTAL & ENGINEERING CONSULTANTS
3121 SW Moody Avenue, Suite 200, Portland, Oregon 97239
Phone 971.544.2139 | Fax 971.544.2140 | www.MFAinc.org

DRAFT MEMORANDUM

TO: Edward Trompke; Jordan Schrader LLC

DATE: November 24, 2004

FROM: Anna St. John, R.G.

PROJECT: 0041.02.01

RE: Sediment Investigation and Remediation Evaluation, Hendren Tow Boat Dock, Marine Finance Corporation Property, Portland, Oregon

SUBJECT TO CONFIDENTIALITY AGREEMENT
NOT ADMISSIBLE IN EVIDENCE UNDER FRE 408 AND IRE 408

At your request, Maul Foster & Alongi, Inc. (MFA) collected six additional sediment samples near the dock leased by Hendren Tow Boat (Hendren) at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, in Portland, Oregon. Hendren currently leases this dock from MFC for tugboat and marine vessel moorage. The site is located in the Portland Harbor Superfund site. The U.S. Environmental Protection Agency (USEPA) is currently conducting a remedial investigation/feasibility study (RI/FS) for sediment. The purpose of the sediment sampling was to evaluate the nature and extent of impacted sediment to estimate potential additional investigation and remediation costs.

BACKGROUND

In 1997, the USEPA conducted a study of sediments of the Lower Willamette River (Roy F. Weston, Inc., 1998[1]). As part of this study, surface and subsurface sediment samples were collected near the site (see Table 1 and Figure 1, samples SD-55C and SD-57). Concentrations of several chemicals were elevated relative to apparent baseline values for the Portland Harbor and the consensus-based probable effect concentrations (PECs) (MacDonald et al., 2000[2]). Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site. Additional sampling and analyses were recommended by the USEPA.

In January 1998, the US Coast Guard expressed concern over Hendren Tow Boat's waste-handling practices, noting in a spill report the presence of numerous drums of oily rags, antifreeze and other wastes (DEQ, 2004[3]). Based on MFA's observations in

[1] Roy F. Weston, Inc. 1998. Portland Harbor sediment investigation report. Prepared for U.S. Environmental Protection Agency, Region X, Office of Environmental Cleanup, Seattle, Washington. EPA 910/R-98-006.
[2] MacDonald, D. D., C. G. Ingersoll, and T. Berger. 2000. Development and evaluation of consensus-based sediment quality guidelines for freshwater ecosystems. Archives of Environmental Contamination and Toxicology 39:20-31.
[3] Oregon Department of Environmental Quality. 2004. Environmental site information database search for ECSI # 2352. www.deq.state.or.us. Accessed on November 24, 2004.

AAC001105

September 2004 during the sediment sampling, similar materials are still present on the dock.

As part of an expanded preliminary assessment (XPA) in 2000, Jacobs Engineering (2000[1]) collected four surface and subsurface sediment samples in the Willamette River adjacent to the site (SD-2, SD-3, SD-4, and SD-5), one from a location approximately 100 feet upriver of the site (SD-6), and one from sediment in a small upland seep (SD-1) (see Figure 1). The concentrations of a number of polycyclic aromatic hydrocarbons (PAHs) in all surface sediment samples were above the Oregon Department of Environmental Quality's (DEQ's) toxicity and bioaccumulation screening level values (SLV), including the result for the upriver sample (see Table 1).[2] Detected concentrations of PAHs in the SD-4 and SD-5 samples (collected between 0 and 5 feet below the mudline), collected downstream of the Hendren Tow Boat dock, also exceeded the concensus-based probable effect concentrations (PECs) (see Table 1). Reliable, consensus-based PECs have been demonstrated to predict the concentration of a chemical associated with adverse effects in invertebrate test organisms with a reliability greater than approximately 75 percent for a variety of freshwater systems in North America (MacDonald et al., 2000). DEQ has required additional work (e.g., chemical analyses and toxicity testing) to define the extent of SLV exceedances for other sites in the Portland Harbor area. DEQ has required remediation of sediments with concentrations exceeding the PECs and generating toxicity test "hits for other sites in the Portland Harbor area. Therefore, because concentrations exceed the PECs north of the dock near SD-4 and SD-5, sediment remediation (e.g., dredging or capping) likely will be necessary and source control measures will be required by Hendren Tow Boat to prevent future releases.

SEPTEMBER 2004 SAMPLING AND ANALYSES

MFA collected six additional sediment samples (SD-7 through SD-12) on September 28, 2004 to assess the extent of PAH impacts. Samples were collected around the dock generally in less than 17 feet of water. Figure 2 shows sample locations. Samples were collected landward of the MFC's submerged property boundary in the river (as opposed to in Oregon Division of State Land's submerged land). Samples were collected using a 2-inch-diameter, stainless-steel, 5-feet-long, core sampler equipped with 5-feet-long, new acetate liners. The sampler was attached to stainless-steel rods and manually advanced into the sediment from a skiff by Advanced American Diving personnel. Sample recovery varied from 2.2 feet to 3 feet.

---

[1] Expanded preliminary assessment data report, Marine Finance Site, Portland, Oregon. Prepared by Jacobs Engineering Group, Inc., for Oregon Department of Environmental Quality. October.

[2] It should be noted that the apparent baseline concentration of benzo(a)pyrene in Portland Harbor is 500 micrograms per kilogram (µg/kg) (USEPA, 1998), so observations of the chemical above the SLV of 100 µg/kg should not be unexpected.

The cores were stored upright on ice and transported to Specialty Analytical (SA) in Tualatin, Oregon. The cores were composited for analysis at SA on September 29. Because benzo(a)pyrene concentrations in historical samples exceeded relevant screening levels, the samples were analyzed for PAHs by USEPA Method 8270SIM. The samples were also analyzed for petroleum hydrocarbons (NWTPH-Dx and NWTPH-Gx) for characterizing the material for possible upland placement or offsite disposal.

Material varied from clayey silt to sandy silt. Petroleum-like odors and a sheen were detected in sediment in cores SD-7 through SD-10. Table 1 summarizes PAH concentrations. Table 2 summarizes petroleum hydrocarbon concentrations. Table 3 summarizes inorganic parameters. Attachment A contains field sampling data sheets. Attachment B contains a laboratory analytical report. Attachment C contains a quality assurance/quality control review of the data.

To assess whether additional investigation , laboratory analyses, and possible remediation were necessary, MFA screened the data against the apparent Portland Harbor sediment baseline values, the DEQ's SLVs, and MacDonald et. al.'s concensus-based PECs (MacDonald et al., 2000). Most of the PAH concentrations exceeded the baseline values. PAH concentrations in SD-7, SD-8, and SD-12 did not exceed the PECs (see Table 1). Selected PAH concentrations in samples from SD-9 through SD-11 exceeded the PECs; DEQ and/or USEPA likely will require additional investigation and analyses (toxicity tests) near these locations to delineate the extent of the impacts for possible remediation (e.g., capping or dredging). Figure 1 shows the estimated extent of sediment that may require remediation based on PEC exceedances; sediment north of and inside the existing dock area likely will require remediation.

CONTAMINANT SOURCES

PAHs are constituents in petroleum products including diesel and oil. Regarding the source of the PAHs in sediment near Hendren Tow Boat, it is likely that current and/or past releases from over-water operations (fueling, vessel maintenance) on or near the dock are the sources as opposed to storm water runoff or soil erosion from the upland part of the site. For example, concentrations of PAHs in the surface soil samples collected closest to the Hendren Tow Boat dock (SS-17, SS-18, and SS-2) are not substantially higher than concentrations in soil at other locations near the shore, whereas sediment concentrations near and north (downstream) of the dock are elevated relative to upstream and downstream locations.

PROJECTED INVESTIGATION AND REMEDIAL ACTION COSTS

Based on current and historical data, MFA has assumed that up to five feet of sediment north of and inside the dock is impacted above the PECs. DEQ and/or USEPA will

most likely require additional sampling and analyses to evaluate the extent of the impacts and also toxicity to and bioaccumulation potential for aquatic receptors. Additional work likely would be performed under DEQ oversight as part of a Voluntary Agreement or possibly a Consent Order. Additional investigation likely would include additional sampling for chemical and toxicity analyses. Based on previous MFA experience, additional sampling, analyses, and reporting and negotiations with the DEQ may cost up to $50,000. After additional investigation, DEQ likely will require performance of baseline human health and ecological risk assessments to identify potential exposure pathways and receptors and to quantify the possible risk associated with the contaminated sediment. Based on previous MFA experience, preparation of risk assessment reports will cost up to $50,000.

Approximately 4,500 cubic yards of material (or 24,000 square feet) likely will require some form of remediation. Likely remedial alternatives include dredging or capping or some combination of the technologies. Table 4 summarizes the elements of and estimated cost to cap the area in and north of the dock. Approximately 24,000 square feet of sediment in and north of the dock will require management. The sediment cap remedial alternative includes the following components:

- Define the sediment management area (SMA) through further sediment sampling (near surface) and analysis, and a preconstruction bathymetric survey.
- Characterize sediment engineering properties (done in conjunction with SMA delineation refinement).
- Mobilize, coordinate and prepare land-based facilities.
- Remove in-water objects and debris.
- Perform monitoring before, during, and after construction.
- Cover parts of the SMA with a minimum 2-foot-thick engineered sand cap.
- Place 1 foot of 2- to 6-inch, rounded, river rock armor on cap to minimize erosion.
- Implement institutional controls (e.g., deed restrictions).
- Place anchored marker buoys around the cap and signage on the riverbank to warn passing watercraft of cap location.
- Perform long-term inspections, maintenance, and reporting.

The estimated cost is approximately $357,000.

Alternatively, treatment of contaminated sediment may include dredging. Table 5 summarizes the elements of and estimated cost to dredge the area in and north of the dock. This remedial alternative includes the following components:

- Refine delineation of the SMA through further sediment sampling (near surface and subsurface) and analysis, and a preconstruction bathymetric survey.
- Mobilize, coordinate, and prepare land-based facilities.
- Remove in-water objects and debris.
- Conduct monitoring before, during, and after construction.
- Perform clamshell or hydraulic dredging from a barge to remove sediment exceeding PECs throughout the SMA. For the purposes of this cost estimate, the assumed depth is 5 feet below the current bottom surface. This equates to approximately 4,500 cubic yards of sediment removed.
- Perform on-site (upland) dewatering of dredge spoils.
- Perform three-stage treatment for water generated from sediment dewatering and for a portion of surface water within sheet pile containment (settling, filtration, and carbon treatment), followed by discharge to the Willamette River.
- Transport dewatered sediment to RCRA Subtitle D landfill.
- Implement institutional controls to ensure backfill and bank integrity (e.g., deed restrictions).
- Perform long-term inspections, maintenance, and reporting.

The estimated cost is approximately $622,000. In the unlikely event that the material was classified as special waste ($64 per ton versus $43 per ton for disposal), the estimated cost would increase to $806,000 (see Table 6).

The estimated project cost range to complete the sediment investigation and remediation process near Hendren Tow Boat is between $457,000 and $906,000. This cost range is based on existing sediment data, and investigation and remediation costs and requirements at other sites in the Portland Harbor.

If you have any questions about the analysis or the findings, please call me at 971-544-2139.

Attachments: Tables 1 through 7
Figures 1 and 2
Field Sampling Data Sheets
Laboratory Analytical Reports
Data Quality Assurance/Quality Control Review

April Obern

From: Carol Keddy

Sent: Wednesday, November 24, 2004 2:31 PM

To: April Obern

Subject: FW: Draft Memo for Hendren Tow Boat, Marine Finance Corporation

Please print for the file and save all of these documents in ProLaw under Advanced American Diving/Marine Finance; our no. 32933. Thanks.

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DRAFT MEMORANDUM

TO: Edward Trompke; Jordan Schrader LLC DATE: November 24, 2004

FROM: Anna St. John, R.G. PROJECT: 0041.02.01

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[2] It should be noted that the apparent baseline concentration of benzo(a)pyrene in Portland Harbor is 500 micrograms per kilogram (µg/kg) (USEPA, 1998), so observations of the chemical above the SLV of 100 µg/kg should not be unexpected.

The cores were stored upright on ice and transported to Specialty Analytical (SA) in Tualatin, Oregon. The cores were composited for analysis at SA on September 29. Because benzo(a)pyrene concentrations in historical samples exceeded relevant screening levels, the samples were analyzed for PAHs by USEPA Method 8270SIM. The samples were also analyzed for petroleum hydrocarbons (NWTPH-Dx and NWTPH-Gx) for characterizing the material for possible upland placement or offsite disposal.

Material varied from clayey silt to sandy silt. Petroleum-like odors and a sheen were detected in sediment in cores SD-7 through SD-10. Table 1 summarizes PAH concentrations. Table 2 summarizes petroleum hydrocarbon concentrations. Table 3 summarizes inorganic parameters. Attachment A contains field sampling data sheets. Attachment B contains a laboratory analytical report. Attachment C contains a quality assurance/quality control review of the data.

To assess whether additional investigation , laboratory analyses, and possible remediation were necessary, MFA screened the data against the apparent Portland Harbor sediment baseline values, the DEQ's SLVs, and MacDonald et. al.'s concensus-based PECs (MacDonald et al., 2000). Most of the PAH concentrations exceeded the baseline values. PAH concentrations in SD-7, SD-8, and SD-12 did not exceed the PECs (see Table 1). Selected PAH concentrations in samples from SD-9 through SD-11 exceeded the PECs; DEQ and/or USEPA likely will require additional investigation and analyses (toxicity tests) near these locations to delineate the extent of the impacts for possible remediation (e.g., capping or dredging). Figure 1 shows the estimated extent of sediment that may require remediation based on PEC exceedances; sediment north of and inside the existing dock area likely will require remediation.

CONTAMINANT SOURCES

PAHs are constituents in petroleum products including diesel and oil. Regarding the source of the PAHs in sediment near Hendren Tow Boat, it is likely that current and/or past releases from over-water operations (fueling, vessel maintenance) on or near the dock are the sources as opposed to storm water runoff or soil erosion from the upland part of the site. For example, concentrations of PAHs in the surface soil samples collected closest to the Hendren Tow Boat dock (SS-17, SS-18, and SS-2) are not substantially higher than concentrations in soil at other locations near the shore, whereas sediment concentrations near and north (downstream) of the dock are elevated relative to upstream and downstream locations.

PROJECTED INVESTIGATION AND REMEDIAL ACTION COSTS

Based on current and historical data, MFA has assumed that up to five feet of sediment north of and inside the dock is impacted above the PECs. DEQ and/or USEPA will

most likely require additional sampling and analyses to evaluate the extent of the impacts and also toxicity to and bioaccumulation potential for aquatic receptors. Additional work likely would be performed under DEQ oversight as part of a Voluntary Agreement or possibly a Consent Order. Additional investigation likely would include additional sampling for chemical and toxicity analyses. Based on previous MFA experience, additional sampling, analyses, and reporting and negotiations with the DEQ may cost up to $50,000. After additional investigation, DEQ likely will require performance of baseline human health and ecological risk assessments to identify potential exposure pathways and receptors and to quantify the possible risk associated with the contaminated sediment. Based on previous MFA experience, preparation of risk assessment reports will cost up to $50,000.

Approximately 4,500 cubic yards of material likely will require some form of remediation. Likely remedial alternatives include dredging or capping or some combination of the technologies. Table 4 summarizes the elements of and estimated cost to cap the area in and north of the dock. Approximately 24,000 square feet of sediment in and north of the dock will require management. The sediment cap remedial alternative includes the following components:

- Define the sediment management area (SMA) through further sediment sampling (near surface) and analysis, and a preconstruction bathymetric survey.
- Characterize sediment engineering properties (done in conjunction with SMA delineation refinement).
- Mobilize, coordinate and prepare land-based facilities.
- Remove in-water objects and debris.
- Perform monitoring before, during, and after construction.
- Cover parts of the SMA with a minimum 2-foot-thick engineered sand cap.
- Place 1 foot of 2- to 6-inch, rounded, river rock armor on cap to minimize erosion.
- Implement institutional controls (e.g., deed restrictions).
- Place anchored marker buoys around the cap and signage on the riverbank to warn passing watercraft of cap location.
- Perform long-term inspections, maintenance, and reporting.

The estimated cost is approximately $357,000.

Alternatively, treatment of contaminated sediment may include dredging. Table 5 summarizes the elements of and estimated cost to dredge the area in and north of the dock. This remedial alternative includes the following components:

- Refine delineation of the SMA through further sediment sampling (near surface and subsurface) and analysis, and a preconstruction bathymetric survey.
- Mobilize, coordinate, and prepare land-based facilities.
- Remove in-water objects and debris.
- Conduct monitoring before, during, and after construction.
- Perform clamshell or hydraulic dredging from a barge to remove sediment exceeding PECs throughout the SMA. For the purposes of this cost estimate, the assumed depth is 5 feet below the current bottom surface. This equates to approximately 4,500 cubic yards of sediment removed.
- Perform on-site (upland) dewatering of dredge spoils.
- Perform three-stage treatment for water generated from sediment dewatering and for a portion of surface water within sheet pile containment (settling, filtration, and carbon treatment), followed by discharge to the Willamette River.
- Transport dewatered sediment to RCRA Subtitle D landfill.
- Implement institutional controls to ensure backfill and bank integrity (e.g., deed restrictions).
- Perform long-term inspections, maintenance, and reporting.

The estimated cost is approximately $481,000.

The project cost range to complete the sediment investigation and remediation process near Hendren Tow Boat is between $457,000 and $581,000. This cost range is based on existing sediment data, and investigation and remediation requirements at other sites in the Portland Harbor.

If you have any questions about the analysis or the findings, please call me at 971-544-2139.

Attachments: Tables 1 through 5
Figures 1 and 2

Table 4
Cost Estimate for Sediment Cap
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

Remedy Components:

1 Cap sediments north of and in dock area with 2' of sand and 1' of 2"-6" river rock armor.
3 Monitoring and maintenance for 30 years.
4 Institutional controls: use controls, boundary markers.

Primary Assumptions:

1 Design includes: hydrodynamic and contaminant flux modeling for cap, HEC-RAS modeling for no-net rise analysis, and plans and specifications.
2 Permitting includes: ESA consultation, 404 Corps/DSL permit, temporary NPDES (401) permit, DSL lease negotiations support.
3 640 linear feet of silt curtain, 20 feet deep.
4 1,778 cubic yards of sand placed (1.35 tons/cubic yard).
5 889 cubic yards (1.6 tons/cubic yard) of rock armor placed.

Item	Unit Cost	Units	Quantity	Total Cost
Design and Permitting				
RD/RA Work Plan and negotiations	$20,000	LS	1	$20,000
Design site characterization (bathymetric survey [including utility and underwater debris locating], sediment delineation refinement [near surface only])	$25,000	LS	1	$25,000
Remedial Design (engineering and permitting)			1	
Construction plans and specification/permitting	$25,000	LS	1	$25,000
Plans (HASP, Construction QA Plan, Sampling and Analysis Plan)	$0	LS	1	$0
RA procurement	$10,000	LS	1	$10,000
DEQ oversight of remedial design (15% of design and permitting)	$80,000	percent	15%	$12,000
	Total Remedial Design/Permitting Cost			***$92,000***
Construction				
Mobilize equipment	$10,000	LS	1	$10,000
Water quality monitoring before, during, and after construction	$5,000	LS	1	$5,000
Acquisition and placement of silt curtain	$1	Sq Ft	12,800	$12,800
Sand cap material delivery and placement (from barge)	$10	CY	1,778	$17,780
Cap armor (rock) delivered by truck and placed from barge	$31	CY	889	$27,559
Surveying support during construction, as-built survey	$5,000	LS	1	$5,000
Construction QA	$90	HR	40	$3,600
As-built report labor	$90	HR	80	$7,200
As-built report direct costs	$1,000	LS	1	$1,000
DEQ oversight of remedial action	$90	HR	8	$720
		Total Construction Cost		***$90,659***

Table 4

Cost Estimate for Sediment Cap
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

Item	Unit Cost	Units	Quantity	Total Cost
Monitoring and Maintenance (years 1,5,10,20,30)				
Cap inspection and reporting	$15,000	LS	1	$15,000
Cap repair	$15,000	LS	1	$15,000
DEQ post-construction oversight	$90	HR	80	$7,200
			Subtotal	$37,200
Discount Rate		percent	7.5%	
			Total Inspection and Maintenance Cost	**$91,572**
Contingency		percent	30%	*$82,269*
			TOTAL ESTIMATED PRESENT VALUE COST	**$356,501**

DRAFT

Cost Estimate for Sediment Alternative 5
ZRZ Realty Company
Zidell Waterfront Property

Remedy Components:

1 Remove deleterious material (i.e. solid waste).
2 Dredge sediments to depth of 5 feet below mudline. Clamshell dredger assumed.
3 Assume dewatered sediment passes "paint filter test" for liquids content. Dispose at Subtitle D Landfill as special waste after dewatering.
4 Institutional controls: use controls, boundary markers.

Primary Assumptions:

1 Design includes: hydrodynamic modeling for backfill, HEC-RAS modeling for no-net rise analysis, and plans and specifications.
2 Permitting includes: ESA consultation, 404 Corps/DSL permit, temporary NPDES (401) permit, DSL lease negotiations support.
3 12,800 square feet of silt curtain installed (640 linear feet to 20 feet).
4 4,500 cubic yards of dredging; dredge rate of 100 cubic yards/hour; one dredge operating 20 hrs/day for 2.5 days.
5 Dewatering pad 500'x500' with geomembrane liner. Sediment placed 18 inches deep, cycled once per week.
6 Dewatering treatment consists of settling, filtering and GAC.
7 Sediment porosity of .65 used for dewatering calculations.
8 Dewatered sediment density = 1.5 tons/cubic yard.

Item	Unit Cost	Units	Quantity	Total Cost
Design and Permitting				
RD/RA Work Plan and negotiations	$20,000	LS	1	$20,000
esign site characterization (bathymetric survey [including utility and underwater debris locating], sediment delineation refinement [near surface and subsurface])	$25,000	LS	1	$25,000
Remedial Design (engineering and permitting)	$25,000		1	
Construction plans and specification/permitting	$0	LS	1	$0
Plans (HASP, Construction QA Plan, Sampling and Analysis Plan)	$0	LS	1	$0
RA procurement	$10,000	LS	1	$10,000
DEQ oversight of remedial design (15% of design and permitting)	$55,000	percent	15%	$8,250
		Total Remedial Design/Permitting Cost		***$63,250***
Construction				
Access improvements	$10,000	LS	1	$10,000
Mobilize equipment	$5,000	LS	1	$5,000
Water quality monitoring before, during, and after construction	$5,000	LS	1	$5,000
Solid waste removal and disposal	$20,000	LS	1	$20,000
Silt curtain acquisition and installation	$1	SQ FT	12,800	$12,800
Sediment dredging and offloading from barge	$10	CY	4,500	$45,000
Excavated sediment dewatering/treatment	$0.03	Gallons	318,087	$9,543
Excavated sediment disposal as special waste (including transportation)	$27.00	Ton	6,750	$182,250
Surveying support during construction, as-built survey	$5,000	LS	1	$5,000
Construction QA	$90	HR	40	$3,600
As-built report labor	$90	HR	80	$7,200
As-built report direct costs	$1,000	LS	1	$1,000
DEQ oversight of remedial action	$90	HR	8	$720
			Total Construction Cost	***$307,113***
Contingency		percent	30%	*$111,109*
			TOTAL ESTIMATED PRESENT VALUE COST	**$481,471**

Table
General Chemistry
Hendren Tow Boat
Marine Finance Corporation Property

Station	Sample ID	Date Collected	Units	Total Organic Carbon	Total Solids (%)	Volatile Solids (%)
SD-7	SD-7	28-Sep-04	mg/kg	22000	55.7	7.54
SD-8	SD-8	28-Sep-04	mg/kg	15200	54.6	6.44
SD-9	SD-9	28-Sep-04	mg/kg	17200	62.6	6.82
SD-10	SD-10	28-Sep-04	mg/kg	21400	54.9	10.7
SD-11	SD-11	28-Sep-04	mg/kg	13100	61.4	6.25
SD-12	SD-12	28-Sep-04	mg/kg	13200	58.3	5.9

Table
Polycyclic Aromatic Hydrocarbons In Sediment
Hendren Tow Boat
Marine Finance Corporation Property

Station	Sample ID	Date Collected	Depths	Units	Acenaphthene	Acenaphthylene	Anthracene	Benz(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene
Apparent Portland Harbor Baseline Values for Sediment				ug/kg	180	60	150	360	500	225
Consensus-Based PEC				ug/kg	NA	NA	845	1,050	1,450	NA
DEQ RBC (Direct Contact for Occupational Worker)				ug/kg	41,000,000	NA	NA	2,700	270	2,700
USEPA Region 9 PRG (Industrial)				ug/kg	2.90E+07	NA	1.00E+08	2.10E+03	2.10E+02	2.10E+03
SD-1	SD-1	8/9/2000	0-0.98'	ug/kg	29	6 J	29 J	120	120	170 J
SD-2S	SD-2S	8/8/2000	0-0.98'	ug/kg	50	40 J	38 J	100	*100*	110 J
SD-3S	SD-3S	8/8/2000	0-0.98'	ug/kg	94	33 J	53 J	110	*110*	**120 J**
SD-4S	SD-4S	8/8/2000	0-0.98'	ug/kg	200	280 J	280	**2000**	***2000***	*2200*
SD-4D	SD-4D	8/8/2000	0.98-2.95'	ug/kg	270	270 J	170 J	**1600**	***1600***	1900
SD-5S	SD-5S	8/8/2000	0-0.98'	ug/kg	1500	100 J	820	***6800***	***6800***	*6400*
SD-5D	SD-5D	8/8/2000	0.98-2.95'	ug/kg	18000	600	**25000**	***30000***	***30000***	*25000*
SD-6S	SD-6S	8/8/2000	0-0.98'	ug/kg	83	42 J	46 J	130	*130*	130 J
SD-6D	SD-6D	8/8/2000	0.98-2.95'	ug/kg	10 J	10 J	10 J	100 J	*100 J*	100 J
SD-7	SD-7	09/28/04	0-5'	ug/kg	146	112	190	828	*1230*	1160
SD-8	SD-8	09/28/04	0-5'	ug/kg	59.5	57.1	78.9	404	*613*	633
SD-9	SD-9	09/28/04	0-5'	ug/kg	1600	298	**1620**	***4130***	***6590***	*5860*
SD-10	SD-10	09/28/04	0-5'	ug/kg	4540	509	**10800**	***9850***	***14600***	*11700*
SD-11	SD-11	09/28/04	0-5'	ug/kg	690	171	373	**1110**	***2110***	1750
SD-12	SD-12	09/28/04	0-5'	ug/kg	72.8	45.5	81.9	474	*586*	834
SD-55	SD-55-C	10/05/97	0.98-2.95'	ug/kg	7900	610	**6200**	***8100***	***11000***	*8000*
SD-57	SD-57	9/28/1997	0-0.3281'	ug/kg	110	19 U	210	160	*230*	170
SD-57	SD-57	10/16/1997	0.98-2.95'	ug/kg	410	87	290	950	*1200 D*	1200

Table
Polycyclic Aromatic Hydrocarbons In Sediment
Hendren Tow Boat
Marine Finance Corporation Property

Station	Sample ID	Date Collected	Depths	Units	Benzo(g,h,i)-perylene	Benzo(k)-fluoranthene	Chrysene	Dibenzo-anthracene	Fluoranthene	Fluorene
Apparent Portland Harbor Baseline Values for Sediment				ug/kg	250	225	425	125	600	125
Consensus-Based PEC				ug/kg	NA	NA	1,290	NA	1,290	536
DEQ RBC (Direct Contact for Occupational Worker)				ug/kg	NA	27,000	270,000	270	29,000,000	35,000,000
USEPA Region 9 PRG (Industrial)				ug/kg	NA	2.10E+04	2.00E+05	NA	2.20E+07	2.60E+07
SD-1	SD-1	8/9/2000	0-0.98'	ug/kg	44	55	140	10 J	230 J	16
SD-2S	SD-2S	8/8/2000	0-0.98'	ug/kg	56	38	120	10 J	180 J	46
SD-3S	SD-3S	8/8/2000	0-0.98'	ug/kg	99	41	130	20 J	250 J	55
SD-4S	SD-4S	8/8/2000	0-0.98'	ug/kg	1700	221	**2300**	97	**4100**	310
SD-4D	SD-4D	8/8/2000	0.98-2.95'	ug/kg	300	210	**2100**	58	**4100**	370
SD-5S	SD-5S	8/8/2000	0-0.98'	ug/kg	5700	2400	**7200**	*400 J*	**1700**	**1600**
SD-5D	SD-5D	8/8/2000	0.98-2.95'	ug/kg	25000	7900	**34000**	*1900*	**100000**	**16000**
SD-6S	SD-6S	8/8/2000	0-0.98'	ug/kg	110	44	130	20 J	210 J	35
SD-6D	SD-6D	8/8/2000	0.98-2.95'	ug/kg	200 J	60 J	100 J	ND	360 J	8 J
SD-7	SD-7	09/28/04	0-5'	ug/kg	789	368	762	167	**1630**	137
SD-8	SD-8	09/28/04	0-5'	ug/kg	369	202	363	83.8	811	47.4
SD-9	SD-9	09/28/04	0-5'	ug/kg	4700	1360	**4080**	*656*	**14100**	**1330**
SD-10	SD-10	09/28/04	0-5'	ug/kg	9780	3510	**7810**	*1150*	**33100**	**4930**
SD-11	SD-11	09/28/04	0-5'	ug/kg	1760	544	1060	208	**4260**	518
SD-12	SD-12	09/28/04	0-5'	ug/kg	433	272	495	126	943	54.6
SD-55	SD-55-C	10/05/97	0.98-2.95'	ug/kg	9800	6800	**9300**	*1400 N*	**33000 D**	**6700**
SD-57	SD-57	9/28/1997	0-0.3281'	ug/kg	170	170	220	45	410	110
SD-57	SD-57	10/16/1997	0.98-2.95'	ug/kg	1800 D	1000	**1400**	200	**4200 D**	130

Table
Polycyclic Aromatic Hydrocarbons In Sediment
Hendren Tow Boat
Marine Finance Corporation Property

Station	Sample ID	Date Collected	Depths	Units	Indeno(1,2,3-c,d)-pyrene	Naphthalene	Phenanthrene	Pyrene	Total PAH's
Apparent Portland Harbor Baseline Values for Sediment				ug/kg	225	200	700	700	NA
Consensus-Based PEC				ug/kg	NA	561	1,170	1,520	22,800
DEQ RBC (Direct Contact for Occupational Worker)				ug/kg	2,700	770,000	NA	21,000,000	NA
USEPA Region 9 PRG (Industrial)				ug/kg	2.10E+03	1.90E+05	NA	2.90E+07	NA
SD-1	SD-1	8/9/2000	0-0.98'	ug/kg	58	4 J	130 J	220 J	1381 J
SD-2S	SD-2S	8/8/2000	0-0.98'	ug/kg	63	29 J	120 J	200 J	1300 J
SD-3S	SD-3S	8/8/2000	0-0.98'	ug/kg	100	18 J	180 J	260 J	1673 J
SD-4S	SD-4S	8/8/2000	0-0.98'	ug/kg	**1600**	140 J	**2000**	**4100**	**23528 J**
SD-4D	SD-4D	8/8/2000	0.98-2.95'	ug/kg	**340**	99 J	**2300**	**3900**	19587 J
SD-5S	SD-5S	8/8/2000	0-0.98'	ug/kg	*5600*	300 J	**15000**	**21000**	**83320 J**
SD-5D	SD-5D	8/8/2000	0.98-2.95'	ug/kg	*21000*	**1200**	**120000**	**130000**	**585600 J**
SD-6S	SD-6S	8/8/2000	0-0.98'	ug/kg	100	19 J	150 J	240 J	1619 J
SD-6D	SD-6D	8/8/2000	0.98-2.95'	ug/kg	100 J	10 J	82 J	450 J	1700 J
SD-7	SD-7	09/28/04	0-5'	ug/kg	639	150	826	**1680**	10814
SD-8	SD-8	09/28/04	0-5'	ug/kg	304	53.4	304	832	5215
SD-9	SD-9	09/28/04	0-5'	ug/kg	*3480*	**989**	**13500**	**15800**	**80093**
SD-10	SD-10	09/28/04	0-5'	ug/kg	*6800*	**835**	**34900**	**41700**	**196514**
SD-11	SD-11	09/28/04	0-5'	ug/kg	1220	560	**3510**	**4950**	**24794**
SD-12	SD-12	09/28/04	0-5'	ug/kg	374	77.4	394	885	6148
SD-55	SD-55-C	10/05/97	0.98-2.95'	ug/kg	***8900***	**2000**	**46000 D**	**40000 D**	**205710**
SD-57	SD-57	9/28/1997	0-0.3281'	ug/kg	140	62	440	370	3026.5
SD-57	SD-57	10/16/1997	0.98-2.95'	ug/kg	1400	230	**2300 D**	**5600 D**	22397

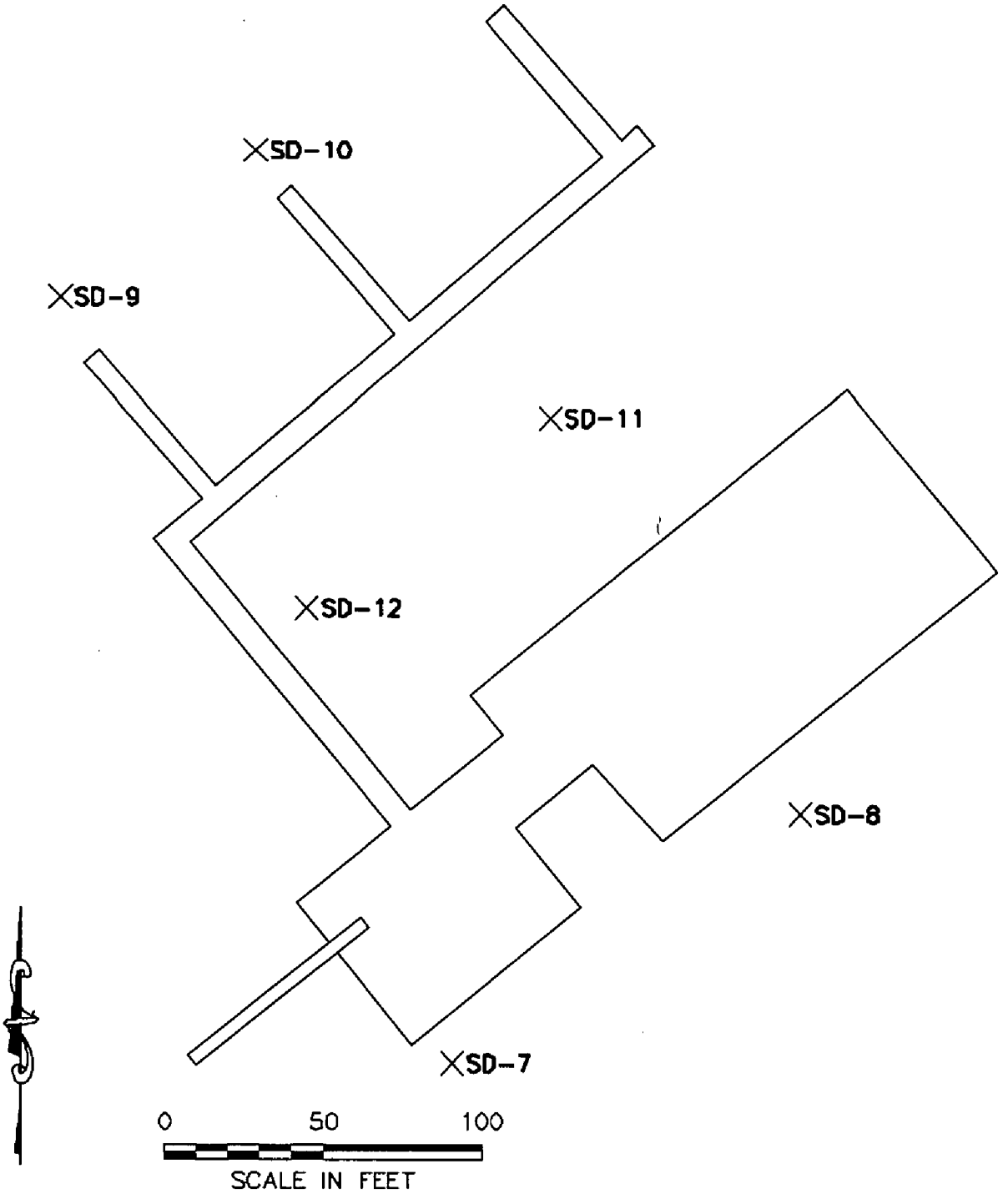
April Obern

From: Carol Keddy
Sent: Wednesday, November 24, 2004 2:51 PM
To: April Obern
Subject: FW: Draft Memo for Hendren Tow Boat, Marine Finance Corporation

Here are some more to print for the file and save to the Advanced American/Marine Finance; 32933 directory.
-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Wednesday, November 24, 2004 2:44 PM
To: Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy; Anna St. john
Subject: RE: Draft Memo for Hendren Tow Boat, Marine Finance Corporation

Ed - Here are the figures.

> -----Original Message-----
> **From:** Anna St. john
> **Sent:** Wednesday, November 24, 2004 2:11 PM
> **To:** 'Ed Trompke'
> **Cc:** scottb@aadiving.com; Carol Keddy; Anna St. john
> **Subject:** Draft Memo for Hendren Tow Boat, Marine Finance Corporation
>
> Hi Ed –
>
> I've attached a draft memo documenting the sediment sampling and analyses. The memo also includes costs for possible additional investigation and remediation of sediment in support of filing claims against Hendren's insurance company(s). Please review and provide comments.
>
> A separate memo has been prepared for AACP's business planning purpose that documents the sediment sampling and analyses and possible sediment placement/disposal options. I will forward that information soon.
>
> Also, I'll provide a cost estimate for the sediment sampling at the Columbia Way site next week and then we can get that scheduled with AACP.
>
> Happy Thanksgiving!
>
> Anna St. John, R.G.
> Principal Hydrogeologist
> Maul Foster & Alongi, Inc.
> 3121 SW Moody Avenue, Ste. 200
> Portland, Oregon 97239
>
> Phone: 971-544-2139 or 800-896-4405 x 2113
> Fax: 971-544-2140
>
> Cellular phone: (b) (6)



Vancouver:
(360) 694-2691
Portland:
(971) 544-2139

MAUL FOSTER ALONGI INC.

DATE 11/16/04
DWN. AJY
APPR.
REVIS.
PROJECT NO.
0041.02.01

Fiugre 2
HENDREN TOW BOAT
PORTLAND OREGON

SEDIMENT SAMPLE LOCATIONS, SEPTEMBER 2004

File: G:\000x_\041.02_HENDREN TOW BOAT\01\DOCK.DWG Last edited: NOV. _, 2004 @ 2:39 p.m. black/white

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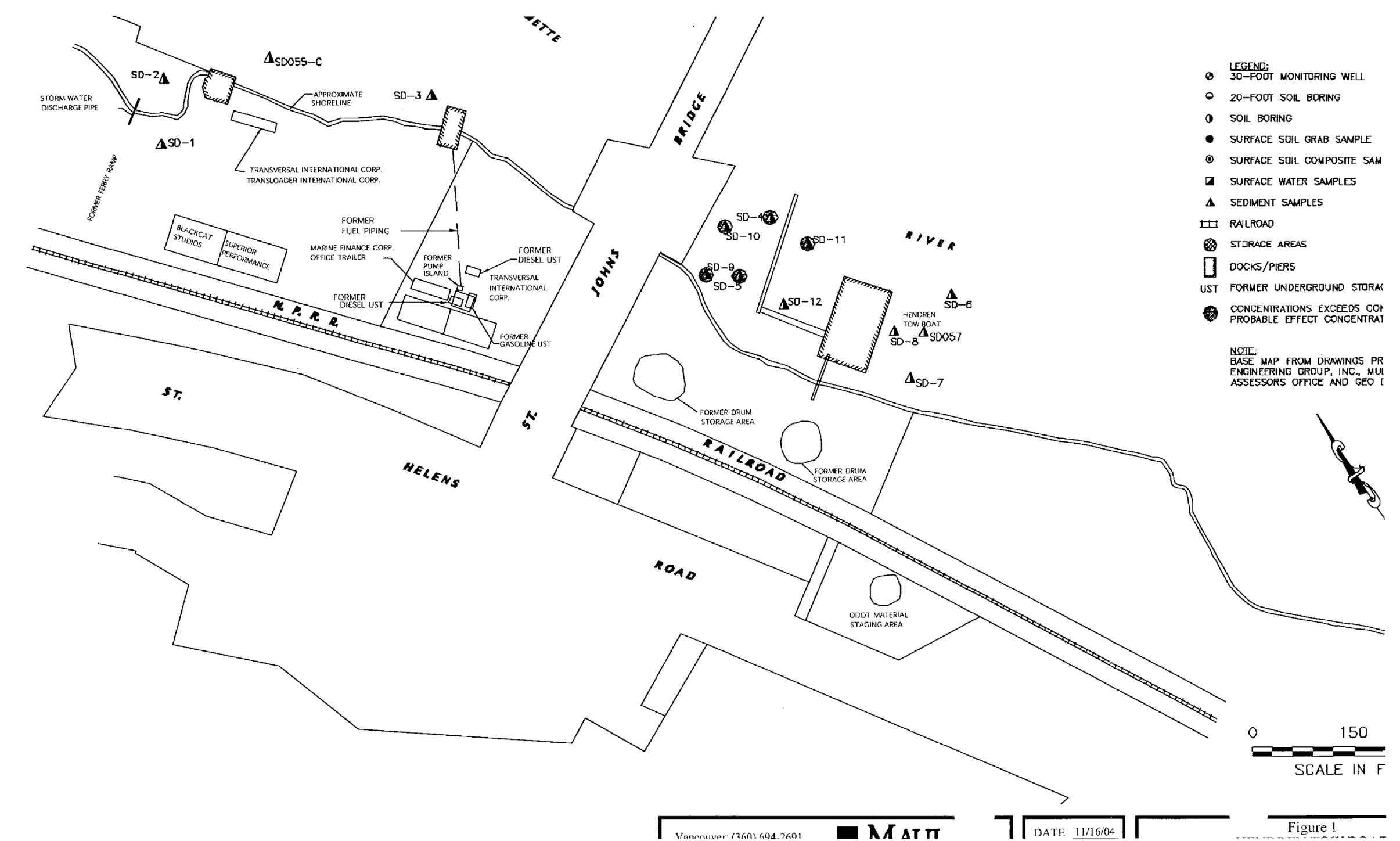

Vancouver: (360) 694-2691

DATE 11/16/04

Figure 1

AAC001127

AA Diving / Marine Invasive Environmental Section of file & notebook

Carol Keddy

Anna St. john [astjohn@mfainc.org]

Sent: Friday, October 22, 2004 4:29 PM

To: Ed Trompke

Cc: scottb@aadiving.com; Carol Keddy

Subject: RE: Hendren Sediment Data - Preliminary Evaluation

That's correct. It would be much less.

-----Original Message-----
From: Ed Trompke [mailto:Ed.Trompke@jordanschrader.com]
Sent: Friday, October 22, 2004 4:00 PM
To: Anna St. john; Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy
Subject: RE: Hendren Sediment Data - Preliminary Evaluation

Thanks. We'll wait for your report, but it sounds like the volume of material that may have to be disposed of by hauling away to a facility will not be anywhere near the worst case that we discussed.

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Friday, October 22, 2004 3:50 PM
To: Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy; Anna St. john
Subject: Hendren Sediment Data - Preliminary Evaluation

Hi Ed: I have attached the preliminary sediment results. We are currently generating a sample location map. All of the samples were collected north and south of the current dock structures and inside the U shaped dock structure in less than 20 feet of water. We collected samples from the upper 5 feet of sediment, but only had 2 feet of recovery, likely due to the fine-grained and soft nature of the sediment. The material generally consisted of sandy silt. Based on a preliminary screening of the data against the USEPA Preliminary Remediation Goals (risk-based concentrations) for industrial workers coming into direct contact with soil, the benzo(a)pyrene concentrations exceed the PRGs in all samples, so we would have some difficulty convincing DEQ that we'd like to place it onsite because it would pose a risk to occupational workers and likely construction workers too. Sediment concentrations in SD9 and SD10 also exceed sediment screening levels in the area north of the dock and south of the St Johns bridge suggesting that some form of remediation may be necessary for sediment in that area in the future. I'll have a memorandum for you to review next week. Call me with any questions/comments.

Anna St. John, R.G.
Principal Hydrogeologist
Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Ste. 200
Portland, Oregon 97239

Phone: 971-544-2139 or 800-896-4405 x 2113
Fax: 971-544-2140

Cellular phone: (b) (6)

PLEASE DO NOT read, copy, or disseminate this communication unless you are the intended addressee. This e-mail communication may contain confidential

and/or privileged information intended only for the addressee. If you have received this communication in error, please call me immediately at 50[illegible]-7070. Also, please notify me immediately via e-mail that you have received the communication in error. Thank you.

Carol Keddy

Ed Trompke
Sent: Friday, October 22, 2004 4:00 PM
To: 'Anna St. john'; Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy
Subject: RE: Hendren Sediment Data - Preliminary Evaluation

Thanks. We'll wait for your report, but it sounds like the volume of material that may have to be disposed of by hauling away to a facility will not be anywhere near the worst case that we discussed.

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Friday, October 22, 2004 3:50 PM
To: Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy; Anna St. john
Subject: Hendren Sediment Data - Preliminary Evaluation

Hi Ed: I have attached the preliminary sediment results. We are currently generating a sample location map. All of the samples were collected north and south of the current dock structures and inside the U shaped dock structure in less than 20 feet of water. We collected samples from the upper 5 feet of sediment, but only had 2 feet of recovery, likely due to the fine-grained and soft nature of the sediment. The material generally consisted of sandy silt. Based on a preliminary screening of the data against the USEPA Preliminary Remediation Goals (risk-based concentrations) for industrial workers coming into direct contact with soil, the benzo(a)pyrene concentrations exceed the PRGs in all samples, so we would have some difficulty convincing DEQ that we'd like to place it onsite because it would pose a risk to occupational workers and likely construction workers too. Sediment concentrations in SD9 and SD10 also exceed sediment screening levels in the area north of the dock and south of the St Johns bridge suggesting that some form of remediation may be necessary for sediment in that area in the future. I'll have a memorandum for you to review next week. Call me with any questions/comments.

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Cellular phone: (b) (6)

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-01 **Collection Date:** 9/28/2004 10:18:00 AM
Client Sample ID: SD-7 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	57.0	25.2	A1	mg/Kg-dry	1	10/5/2004
Lube Oil	165	84.0	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	102	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	ND	4.20		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	99.4	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	86.7	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Acenaphthylene	66.7	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Anthracene	113	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benz(a)anthracene	493	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(a)pyrene	734	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(b)fluoranthene	693	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(g,h,i)perylene	469	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(k)fluoranthene	219	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Chrysene	453	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Dibenz(a,h)anthracene	99.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Fluoranthene	973	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Fluorene	81.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Indeno(1,2,3-cd)pyrene	380	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Naphthalene	89.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Phenanthrene	491	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Pyrene	1000	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Surr: 2-Fluorobiphenyl	35.5	42.6-128	S	%REC	1	10/5/2004 6:17:00 PM
Surr: Nitrobenzene-d5	47.3	21.7-155		%REC	1	10/5/2004 6:17:00 PM
Surr: p-Terphenyl-d14	81.9	44.9-155		%REC	1	10/5/2004 6:17:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	55.7			%-wt	1	10/11/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	7.54	1.00		%-wt	1	10/11/2004
Volatile Solids (% of Total Sample)	4.20	1.00		%-wt	1	10/11/2004

AAC001131

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi
Project: Hendren Sediment Sampling / 0100.01.01
Lab Order: 0409129

Lab ID: 0409129-02
Client Sample ID: SD-8
Collection Date: 9/28/2004 10:52:00 AM
Matrix: SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	ND	27.3		mg/Kg-dry	1	10/5/2004
Lube Oil	114	91.1	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	75.4	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	ND	4.55		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	105	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	32.7	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Acenaphthylene	31.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Anthracene	43.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benz(a)anthracene	222	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(a)pyrene	337	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(b)fluoranthene	347	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(g,h,i)perylene	203	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(k)fluoranthene	111	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Chrysene	199	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Dibenz(a,h)anthracene	46.0	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Fluoranthene	445	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Fluorene	26.0	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Indeno(1,2,3-cd)pyrene	167	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Naphthalene	29.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Phenanthrene	167	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Pyrene	457	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Surr: 2-Fluorobiphenyl	28.6	42.6-128	S	%REC	1	10/5/2004 7:50:00 PM
Surr: Nitrobenzene-d5	49.4	21.7-155		%REC	1	10/5/2004 7:50:00 PM
Surr: p-Terphenyl-d14	68.3	44.9-155		%REC	1	10/5/2004 7:50:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	54.6			%-wt	1	10/11/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.44	1.00		%-wt	1	10/11/2004
Volatile Solids (% of Total Sample)	3.51	1.00		%-wt	1	10/11/2004

AAC001132

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi
Project: Hendren Sediment Sampling / 0100.01.01
Lab Order: 0409129

Lab ID: 0409129-03
Client Sample ID: SD-9
Collection Date: 9/28/2004 11:10:00 AM
Matrix: SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	171	25.0	A1	mg/Kg-dry	1	10/5/2004
Lube Oil	296	83.2	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	86.1	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	39.8	4.16		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	113	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	963	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Acenaphthylene	179	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Anthracene	975	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Benz(a)anthracene	2480	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(a)pyrene	3960	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(b)fluoranthene	3520	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(g,h,i)perylene	2830	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(k)fluoranthene	819	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Chrysene	2450	133		µg/Kg	20	10/5/2004 8:21:00 PM
Dibenz(a,h)anthracene	394	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Fluoranthene	8490	133		µg/Kg	20	10/5/2004 8:21:00 PM
Fluorene	800	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Indeno(1,2,3-cd)pyrene	2090	133		µg/Kg	20	10/5/2004 8:21:00 PM
Naphthalene	595	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Phenanthrene	8110	133		µg/Kg	20	10/5/2004 8:21:00 PM
Pyrene	9490	133		µg/Kg	20	10/5/2004 8:21:00 PM
Surr: 2-Fluorobiphenyl	69.3	42.6-128		%REC	1	10/5/2004 3:10:00 PM
Surr: Nitrobenzene-d5	73.9	21.7-155		%REC	1	10/5/2004 3:10:00 PM
Surr: p-Terphenyl-d14	107	44.9-155		%REC	1	10/5/2004 3:10:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	62.6	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.82	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	4.27	1.00		%-wt	1	10/7/2004

AAC001133

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-04 **Collection Date:** 9/28/2004 12:24:00 PM
Client Sample ID: SD-10 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	335	23.6		mg/Kg-dry	1	10/5/2004
Lube Oil	389	78.7		mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	96.4	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	65.3	3.94		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	111	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	2880	133		µg/Kg	20	10/5/2004 8:52:00 PM
Acenaphthylene	323	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Anthracene	6840	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benz(a)anthracene	6250	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(a)pyrene	9270	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(b)fluoranthene	7430	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(g,h,i)perylene	6210	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(k)fluoranthene	2230	133		µg/Kg	20	10/5/2004 8:52:00 PM
Chrysene	4960	133		µg/Kg	20	10/5/2004 8:52:00 PM
Dibenz(a,h)anthracene	729	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Fluoranthene	21000	133		µg/Kg	20	10/5/2004 8:52:00 PM
Fluorene	3130	133		µg/Kg	20	10/5/2004 8:52:00 PM
Indeno(1,2,3-cd)pyrene	4320	133		µg/Kg	20	10/5/2004 8:52:00 PM
Naphthalene	530	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Phenanthrene	22200	133		µg/Kg	20	10/5/2004 8:52:00 PM
Pyrene	26500	133		µg/Kg	20	10/5/2004 8:52:00 PM
Surr: 2-Fluorobiphenyl	67.9	42.6-128		%REC	1	10/5/2004 3:41:00 PM
Surr: Nitrobenzene-d5	69.7	21.7-155		%REC	1	10/5/2004 3:41:00 PM
Surr: p-Terphenyl-d14	119	44.9-155		%REC	1	10/5/2004 3:41:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	54.9	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	10.7	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	5.88	1.00		%-wt	1	10/7/2004

AAC001134

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi
Project: Hendren Sediment Sampling / 0100.01.01
Lab Order: 0409129

Lab ID: 0409129-05
Client Sample ID: SD-11
Collection Date: 9/28/2004 12:46:00 PM
Matrix: SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	128	24.5		mg/Kg-dry	1	10/5/2004
Lube Oil	257	81.8		mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	105	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	29.9	4.09		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	107	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	421	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Acenaphthylene	105	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Anthracene	228	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benz(a)anthracene	679	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(a)pyrene	1290	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(b)fluoranthene	1070	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(g,h,i)perylene	1080	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(k)fluoranthene	333	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Chrysene	651	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Dibenz(a,h)anthracene	127	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Fluoranthene	2600	133		µg/Kg	20	10/5/2004 9:24:00 PM
Fluorene	317	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Indeno(1,2,3-cd)pyrene	747	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Naphthalene	342	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Phenanthrene	2150	133		µg/Kg	20	10/5/2004 9:24:00 PM
Pyrene	3030	133		µg/Kg	20	10/5/2004 9:24:00 PM
Surr: 2-Fluorobiphenyl	58.9	42.6-128		%REC	1	10/5/2004 4:12:00 PM
Surr: Nitrobenzene-d5	61.6	21.7-155		%REC	1	10/5/2004 4:12:00 PM
Surr: p-Terphenyl-d14	88.9	44.9-155		%REC	1	10/5/2004 4:12:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	61.4	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.25	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	3.84	1.00		%-wt	1	10/7/2004

AAC001135

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-06 **Collection Date:** 9/28/2004 1:01:00 PM
Client Sample ID: SD-12 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	ND	25.6		mg/Kg-dry	1	10/11/2004
Lube Oil	ND	85.3		mg/Kg-dry	1	10/11/2004
Surr: o-Terphenyl	65.7	50-150		%REC	1	10/11/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	7.94	4.27		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	98.9	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	42.7	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Acenaphthylene	26.7	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Anthracene	48.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benz(a)anthracene	278	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(a)pyrene	343	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(b)fluoranthene	489	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(g,h,i)perylene	254	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(k)fluoranthene	159	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Chrysene	290	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Dibenz(a,h)anthracene	74.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Fluoranthene	553	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Fluorene	32.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Indeno(1,2,3-cd)pyrene	219	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Naphthalene	45.3	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Phenanthrene	231	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Pyrene	519	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Surr: 2-Fluorobiphenyl	59.7	42.6-128		%REC	1	10/5/2004 4:43:00 PM
Surr: Nitrobenzene-d5	57.9	21.7-155		%REC	1	10/5/2004 4:43:00 PM
Surr: p-Terphenyl-d14	92.8	44.9-155		%REC	1	10/5/2004 4:43:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	58.3	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	5.90	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	3.44	1.00		%-wt	1	10/7/2004

AAC001136

JORDAN SCHRADER
ATTORNEYS AT LAW

FILE COPY

October 7, 2004

Anna St. John
Maul Foster Alongi
3121 SW Moody Avenue Ste 200
Portland OR 97201

Re: Advanced American Construction Properties, LLC
Our File No. 43462-32933

Dear Anna:

Enclosed, pursuant to your discussion this morning with Carol Keddy, is the executed Scope of Work for the sampling being performed on the Hendren area of the property.

We understand the results of the testing should be available by the end of next week.

Thank you for your assistance in this matter.

Sincerely,

JORDAN SCHRADER PC

Edward H. Trompke

Enclosure

cc: Advanced American Construction Properties, LLC

EDWARD H. TROMPKE

Admitted In:
Oregon

Direct Dial
(503) 598-5532

E-mail
ed.trompke@jordanschrader.com

2003 100 BEST COMPANIES TO WORK FOR

September 29, 2004

Mr. Edward Trompke
Jordan Schrader, LLC
P.O. Box 230669
Portland, Oregon 97281

Re: Scope of Work and Cost Estimate for Sediment Sampling near Hendren Tow Boat, Marine Finance Corporation Property, Portland, Oregon

Dear Mr. Trompke:

At your request, Maul Foster & Alongi, Inc. (MFA) has prepared this scope of work and cost estimate to sample sediment near the Hendren Tow Boat's (Hendren) operations at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon. The sampling was conducted on September 28, 2004. The work was verbally authorized by you on September 27, 2004. The purpose of the sampling is to determine sediment chemistry for evaluation of possible reuse or disposal options for material generated as part of future maintenance dredging in this part of the site.

SCOPE OF WORK

Task 1 – Sampling Oversight

Six sediment cores were collected around Hendren's dock on September 28, 2004. Advanced American Construction Properties (AACP) provided a boat and sampling equipment. AACP used a 5-foot-long core sampler (lined with new acetate liners) to collect the samples.

It took one day to perform the sampling. The following tasks were included:

- Mobilized equipment to the site
- Located samples and the Hendren dock with AACP's differential global positioning system (DGPS)
- Collected cores and transported them to the laboratory

- Coordinated analyses with the laboratory
- Prepared boring logs

During Jacobs Engineering's 2000 *Expanded Preliminary Assessment*, sediment (between 0 feet and 3 feet below the mudline) was analyzed for metals, semivolatile organic compounds, polychlorinated biphenyls, petroleum hydrocarbons, and organotins. Because concentrations of some polycyclic aromatic hydrocarbons (PAHs) exceeded the U.S. Army Corps of Engineers (COE) screening levels (SLs) for dredged materials in the 1998 *Dredged Material Evaluation Framework for the Columbia River Management Area* or 2002 USEPA Region 9 preliminary remediation goals (PRGs) based on direct contact with soil in an industrial setting, MFA assumed that additional PAH and petroleum hydrocarbon data were necessary to determine the possible volume and suitability of future dredged material for in-water disposal or upland placement. In addition, grain size, total solids, total volatile solids, total organic carbon data was required per the COE's guidance. MFA composited each core and analyzed six sediment samples for the following: grain size, total solids, total volatile solids, total organic carbon, PAHs, and petroleum hydrocarbons (NWTPH-Dx and –Gx). Sediment analytical costs are summarized on Table 1 under Task 1.

Task 2 – Prepare Memorandum

MFA will prepare a memorandum that summarizes and evaluates sediment chemistry. Data will be validated according to USEPA protocols and screened against state or federal screening criteria and guidelines. Using DGPS coordinates measured during sampling, MFA will generate a map showing sample locations relative to the Hendren dock. Supporting information will be submitted in attachments.

To evaluate possible reuse and placement options, the data will be compared to the 2002 PRGs and COE SLs. In most cases, the PRGs for chemicals are higher than the SLs. If concentrations are less than the SLs, unconfined aquatic placement may be appropriate. If concentrations exceed the SLs, other placement options may be required. If concentrations in sediment do not exceed the PRGs, your client may consider reuse of the dredge spoils as subgrade fill in the upland part of the MFC property.

MFA estimates 32 hours to complete this task. This task also includes one meeting with you to discuss the findings of the sediment investigation and evaluation of reuse or disposal options for future dredged material.

BUDGET

As stated previously, MFA conducted the sampling activities on September 28, 2004. MFA's estimated budget to perform the proposed work is $7,360 (see Table). Approximately $3,550 of the total project cost is for laboratory analyses. MFA bills for time and materials, consistent with the attached schedule of charges. Charges for work that is not part of the proposed scope of work are not included in the budget estimate.

The estimated cost and proposed scope of work are based on information available to MFA at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. If the scope of work is modified because of project findings or unexpected field conditions, MFA will prepare separate change orders for your review and approval.

SCHEDULE

MFA will begin work immediately after receiving authorization to proceed. This proposal is valid for 30 days.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. Please call if you have questions.

MFA appreciates the opportunity to assist Jordan Schrader, LLC with this project.

Sincerely,

Maul Foster & Alongi, Inc.

Thomas Foster
Managing Director

Anna St. John, R.G.
Principal Hydrogeologist

Attachments: Estimated Budget
Schedule of Charges
Equipment Schedule

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges,", and forms an express part of the Contract, as evidenced by my signature below:

Jordan Schrader, LLC

By _____ **Date** 10-7-04

Name E. ANDREW JORDAN **Title** PRESIDENT
(please print)

Table 1
Cost Estimate for Sediment Sampling and Analyses
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

Task	Maul Foster & Alongi, Inc.			Analytical Services	Total
	Hours	Labor	Direct		
1 Sediment Sampling Oversight	10	$1,250	$100	$3,550	$4,900
2 Prepare Memorandum	24	$2,360	$100	$0	$2,460
Total	34	$3,610	$200	$3,550	$7,360
Total Estimated Cost $7,360					

CONFIDENTIAL

September 29, 2004

Mr. Edward Trompke
Jordan Schrader, LLC
P.O. Box 230669
Portland, Oregon 97281

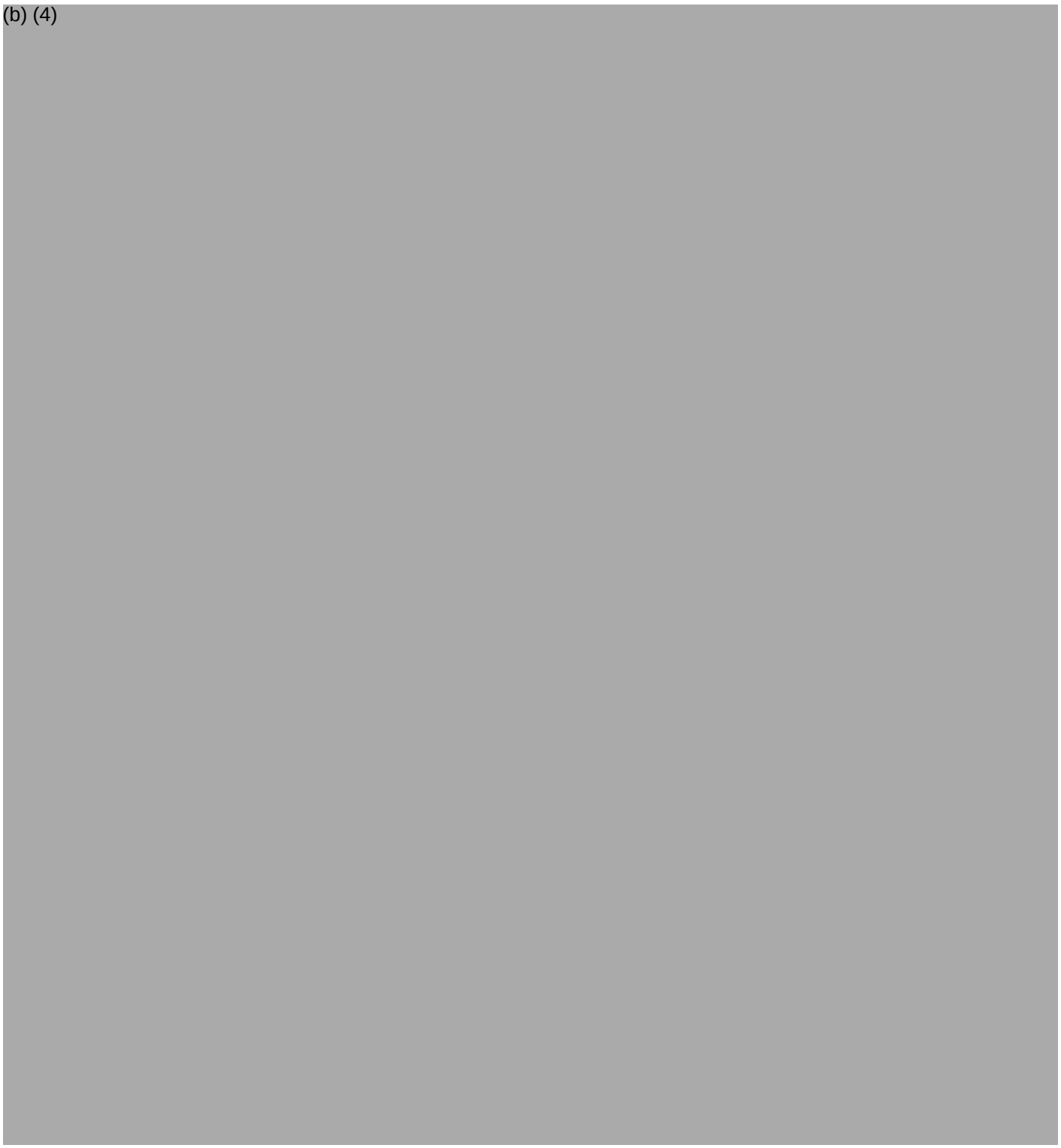
Re: Scope of Work and Cost Estimate for Sediment Sampling near Hendren Tow Boat, Marine Finance Corporation Property, Portland, Oregon

Dear Mr. Trompke:

(b) (4)

AAC001143

(b) (4)



(b) (4)

MFA appreciates the opportunity to assist Jordan Schrader, LLC with this project.

Sincerely,

Maul Foster & Alongi, Inc.

Thomas Foster
Managing Director

Anna St. John, R.G.
Principal Hydrogeologist

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Schedule of Charges
Equipment Schedule

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Jordan Schrader, LLC

By _____ **Date** 10-7-04

Name E. ANDREW JORDAN **Title** PRESIDENT
(please print)

Table 1
Cost Estimate for Sediment Sampling and Analyses
Hendren Tow Boat
Marine Finance Corporation Property
Portland, Oregon

(b) (4)

Carol Keddy

From: Scott Burgess [Scottb@aadiving.com]
Sent: Thursday, October 07, 2004 2:37 PM
To: Carol Keddy
Subject: RE: Core Sampling in Hendren area; AAC/Marine Finance; Our File No. 32933

Carol:

We agree to pay for the testing and oversight of the core sampling conducted by Maul, Foster & Alongi in the area of Hendren Towboat Co. in the amount not to exceed $7,360.

Scott A. Burgess, General Manager
Advanced American Construction, Inc.
Advanced American Diving Service, Inc.
M. Cutter Company
415 S. McLoughlin Boulevard
(P.O. Box 1630)
Oregon City, OR 97045
Tel: (503) 650-8207
Fax: (503) 650-8230
www.aadiving.com

-----Original Message-----
From: Carol Keddy [mailto:Carol.Keddy@jordanschrader.com]
Sent: Thursday, October 07, 2004 12:22 PM
To: Scott Burgess
Cc: Dee Burch; Ed Trompke
Subject: Core Sampling in Hendren area; AAC/Marine Finance; Our File No. 32933

Hi Scott

Ed spoke with Dee, who indicated that the price quoted by MFA ($7,360) for the core sampling in the Hendren area being performed in our name for privilege purposes was acceptable. Could you please send us a reply email for the file confirming your agreement to pay for the specified testing. Attached for your information is a copy of the confidential scope of work and cost estimate from MFA.

I spoke with Anna St. John, who indicated that the sampling had been performed and the test results should be available by the end of next week.

Thanks,

<<17151.pdf>>

Carol L. Keddy, Paralegal

Jordan Schrader PC

Direct: 503-598-5523

E-mail: carol.keddy@jordanschrader.com

on the web at www.jordanschrader.com

MAUL FOSTER ALONGI INC.
ENVIRONMENTAL & ENGINEERING CONSULTANTS
3121 SW Moody Avenue, Suite 200, Portland, Oregon 97239
Phone 971.544.2139 | Fax 971.544.2140 | www.MFAinc.org

MEMORANDUM

TO: Mark Pugh: Oregon Department of Environmental Quality
DATE: August 13, 2004

FROM: Jeffrey Peterson, PhD; Anna St. John, RG; and Madi Novak
PROJECT: 0100.01.01

RE: Screening-Level Risk Evaluation for Soil and Groundwater, Marine Finance Corporation Property, Portland, Oregon

On behalf of Advanced American Construction Properties, LLC (AACP), Maul Foster and Alongi, Inc. (MFA) has prepared this Technical Memorandum (Memorandum) summarizing results of previous environmental investigations performed at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon (see Figure 1). AACP is currently negotiating a Prospective Purchaser's Agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, this Memorandum evaluates existing site assessment data and identifies environmental media, locations, and chemicals that may require further investigation to define risks that contaminants may pose to human health and the environment. The elements for the Memorandum were discussed with the DEQ during a meeting on August 2, 2004, and outlined in an August 2, 2004, technical memorandum. DEQ approved the elements of the Memorandum via electronic mail on August 3, 2004.

This Memorandum evaluates only contaminants that have been detected in soil and groundwater of the upland part of the site. It is our understanding that potential sediment contamination in the adjacent Willamette River will be addressed separately, and the PPA for the property will focus on the upland part of the site.

Based on the results of the preliminary risk screening, MFA recommends that the costs and benefits associated with implementing a program to manage contaminants in soil should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure (e.g., capping of nearshore soil). Because the benefits of additional investigations are uncertain, MFA asserts that it is more protective and cost-effective to manage soil based on preliminary risk assessment findings, instead of performing additional assessment.

BACKGROUND

This section provides a brief description of background information such as site setting, site history, and current and reasonably likely future beneficial uses of land and water. The background information provides the conceptual foundation for the risk evaluation. More detailed descriptions of relevant background information are presented in the Phase One Environmental Assessment Report (PBS Environmental [PBSE], 1993), the Preliminary Assessment and Expanded Preliminary Assessment Work Plan (Jacobs Engineering Group, Inc. [Jacobs], 2000a), the Expanded Preliminary Assessment

Data Report (XPA) (Jacobs, 2000b), and the Phase II Environmental Site Assessment (Phase II ESA) (GeoDesign, Inc. [GeoDesign], 2003).

Site Description

The MFC site includes approximately 7.46 acres of land along the west bank of the Willamette River in Portland, Oregon (see Figure 1). The St. Johns Bridge passes over the site, and approximately two-thirds of the property is located north of the bridge (see Figure 2). The property is flat to gently sloping toward the river. The site is located in section 11, township 1N, range 1W, Willamette Meridian.

Presently the site is used for temporary equipment storage for painting of the St. Johns bridge and tug boat moorage and operations. Structures at the site include two metal Quonset huts, a wood-frame modular office building, a small trailer house, a small wooden shed, and a floating-home builder's dock, as well as a gangway and docks leased by a tug boat company, Hendren Tow Boat. The actively used areas of the site have limited vegetative cover and consist mostly of gravel. A riprap-armored embankment is located adjacent to the river.

Site History

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since the 1920s or earlier, the site has been used by various marine construction and tow boat/barge companies (PBSE, 1993). Metal salvage operations occurred at the site in the 1980s and 1990s. Also, three underground storage tanks (USTs) were removed from the site in 1988. These USTs were used to store diesel and gasoline, and may have been used to supply fuel to river vessels.

Previous Investigations

In 1997, the U.S. Environmental Protection Agency (USEPA) conducted a study of sediments of the Lower Willamette River (USEPA, 1998). As part of this study, a subsurface sediment sample was collected adjacent to the subject site, and surface sediment samples were collected both upstream and downstream of the site. Concentrations of several chemicals were elevated above apparent baseline values for the Portland Harbor in the sediment sample collected adjacent to the site. Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site.

In August 2000, Jacobs (a contractor for the DEQ) began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, 13 soil samples, and two surface water samples. Samples were collected at locations where contaminants may have been released, based on information regarding historical site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and butyltins.

Jacobs (2000b) reported that TPH was detected in surface soil at most sample locations. Also, Jacobs noted that concentrations of several metals were elevated above natural background levels in soil at several locations. Two VOCs were detected in surface soil samples, but none was detected in subsurface soil. Several SVOCs were detected in both surface and subsurface soil. PCBs were not detected in any soil sample. Tri-n-butyltin (TBT) was observed in soil at several locations. Also, several chemicals were detected in groundwater grab samples at concentrations above the respective USEPA Region 9 Preliminary Remediation Goals (PRGs) for tap water (Jacobs, 2000b).

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland part of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately six locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately ten locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign began a phased investigation of soil and groundwater to address the assessment tasks identified by the DEQ.

The Phase II ESA report presented analytical results of subsurface soil samples and the first round of groundwater monitoring (GeoDesign, 2003). It was reported that diesel- and heavy-oil-range hydrocarbons were detected in two of the eight subsurface soil samples analyzed. Reported concentrations were below the DEQ's Level 1 Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs; and 2-chlorotoluene was detected in one of the samples. Eleven subsurface soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), and several PAHs were detected in soil samples. Of the metals analyzed in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG (GeoDesign, 2003).

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. The initial groundwater monitoring event was performed in April 2003 (GeoDesign, 2003). The highest detected concentration of total arsenic in groundwater was above the tap water PRG, and the highest total lead concentration in groundwater was above a potentially applicable DEQ Risk-Based Concentration (RBC). Several PAHs were detected at concentrations below potentially relevant RBCs and PRGs. VOCs were not detected in groundwater samples (GeoDesign, 2003).

GeoDesign conducted additional groundwater sampling events in July 2003 and April 2004. Also, surface soil samples were collected in August 2003. These additional soil and groundwater sample results were not included in a report, but are presented and evaluated in this Memorandum.

Chemicals of Interest

Based on findings of the above investigations, the chemicals of interest (COIs) in soil include metals, TPH, PAHs, VOCs, and butyltins. COIs for groundwater include metals and PAHs.

Geology and Hydrogeology

The geology of the region is characterized generally by a broad structural depression or basin bordered by the Cascade Mountains on the east and the Coast Range Mountains on the west (Jacobs, 2000b). Geologic formations in the basin are also folded and dissected by a number of northwest-trending faults. The Tualatin Mountains form a northwest-trending anticlinal ridge that is faulted along its eastern flank by the Portland Hills fault. The Willamette River flows along the base of the eastern side of the Tualatin Mountains. A number of additional faults are located approximately parallel or perpendicular to the Portland Hills fault and are mapped along or near the Tualatin Mountains. An inferred graben is identified immediately southeast of the site.

The site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material appears to be present from ground surface to approximately 18 to 23 feet below ground surface (bgs). Wood chips were noted in at least two boreholes at the contact between presumed fill and native material (Jacobs, 2000b). Also, aerial photographs from 1938 and 1940 and from 1961 and 1972 indicate that a significant amount of fill material was added to the site during both of these periods (Jacobs 2000a).

Terrace deposits unconformably overlie alluvium of the Willamette River basin. These deposits are of Pleistocene age and are composed of indistinguishable, unconsolidated, stratified sand and silt. The terrace deposits at the site are approximately 10 feet thick, while the alluvium deposits are known to have a maximum thickness of 100 feet. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale Formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale Formation ranges from zero to more than 1,100 feet.

Groundwater is approximately 7 to 24 feet bgs, depending on location and season based on static water-levels measured in on-site monitoring wells (Table 1). In May 2003, the hydraulic gradient was east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (GeoDesign, 2003).

Beneficial Uses of Land and Water

One of the first steps in risk assessment is identification of the mechanisms by which human and ecological receptors may be exposed to site-related chemicals. In order to define relevant exposure pathways, it is important to understand how land and water are used at a site and how they are likely to be used in the future. The current and reasonably likely future beneficial uses of land and water at and near the site are discussed below.

The site currently is used to support commercial and industrial operations, and has been used as a commercial/industrial property since at least the 1920s (PBSE, 1993). No residences are present on the site, and with the possible exception of a private dwelling located on the site in the 1930s, the site has

not been used to support residential developments in the recent past. Riverfront properties near the site are used for industrial purposes. Land west of St. Helens road near the site is a mix of residential, commercial, industrial, and recreational properties (Jacobs, 2000a).

It is likely that the property will continue to be used for commercial and industrial purposes in the foreseeable future. The site has been used historically and is used currently for commercial and industrial purposes, and neighboring riverfront properties also are used for these purposes. In addition, the prospective purchaser (AACP) is planning to use the site for commercial/industrial purposes. It is unlikely that the site will support residences in the foreseeable future.

Groundwater beneath the site is not being used as a source of drinking water (Jacobs, 2000a). On-site facilities are currently supplied with municipal water. It appears that the site has been supplied with municipal water since the 1920s (PBSE, 1993).

Based on water use information in Jacobs (2000a), 52 water wells are located within a 1-square-mile area around the site. Three of these wells were identified as water supply wells, and one of the water supply wells was listed as abandoned. The two wells that are presumed to be active are located upgradient of the site. Results of the well search indicate that groundwater near the site is not being used for irrigation, industrial, engineering, or livestock-watering purposes. Also, there is no trend to indicate that consumptive uses of groundwater are increasing near the site.

Shallow groundwater at the site may discharge to the Willamette River. The Willamette River supports a number of highly valued aquatic organisms, and groundwater contributions to aquatic habitats in the river is an important beneficial use. Current surface water uses of the Willamette River in the region include aesthetic quality, recreation (including recreational and subsistence fishing), transportation, wetlands, fishing and hunting, and fish and wildlife habitat (including anadromous fish passage).

In summary, it appears unlikely that shallow groundwater at the site will be used as a water supply source for domestic, agricultural, or industrial purposes in the foreseeable future. Municipal water is reliable and relatively inexpensive, and is likely to remain the sole water source for the site in the near future. The most important beneficial use of groundwater at the site appears to be possible discharge to the Willamette River.

Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary CSM is to identify potential pathways by which human and ecological receptors may be exposed to site-related chemicals. The processes by which these receptors may be impacted by site-related chemicals are then investigated and evaluated. Potential exposure scenarios that involve human receptors are presented in Figure 3, and those involving ecological receptors are presented in Figure 4. The CSM for the site is discussed below.

Concentrations of several metals in surface soil samples appear to be elevated above background levels (Jacobs, 2000b). Metals may have been released on the surface as a result of historical metal salvage operations at the site.

Based on visual observations of stained surface soil and the results of TPH analyses, it appears that surface releases of petroleum products have occurred at the site. There also have been documented subsurface releases of petroleum products from the former USTs (Jacobs, 2000a).

The primary mechanisms that affect transport and fate of released petroleum products include leaching to groundwater, volatilization from soil or groundwater to air, advection and dispersion in groundwater, sorption to the soil matrix, and natural degradation processes. Similar processes structure the fate of metals in the environment, although volatilization is insignificant for most metals. Also, the fate of metals in soil and groundwater can be strongly determined by reduction/oxidation conditions and pH. The relative importance of these various processes in structuring the dynamics of contaminant fate and transport vary, depending on the chemical and physical properties of a released contaminant. The properties of soil and the dynamics of groundwater flow also shape contaminant fate and transport.

Precipitation that falls on the site can percolate through the vadose zone, and it is possible that chemicals with relatively high solubility may leach from soil to pore water. Also, when the water table rises and interacts with chemicals sorbed to soil, some may partition into groundwater. Once in groundwater, dissolved contaminants may be transported by diffusion and advection in groundwater horizontally away from the original source. Dispersion, retardation, and biodegradation may act to reduce dissolved concentrations of chemicals in groundwater downgradient of the source area.

Some volatile contaminants that are either adsorbed to soil or dissolved in groundwater may volatilize to soil pore spaces. Chemical vapors in pore spaces may eventually migrate through the soil matrix and enter outdoor air. Once in outdoor air, mixing with ambient air is expected to reduce airborne chemical concentrations rapidly and substantially. If buildings are located over soil or groundwater that has been contaminated with volatile chemicals, it is possible that vapors may eventually enter indoor air by penetrating cracks in a building floor or foundation.

Petroleum hydrocarbons and metals have been detected in surface soil (less than 3 feet bgs) at several locations. It is assumed that workers (occupational, construction, and excavation) can have direct contact with chemicals in surface soil. Direct contact exposure routes include incidental soil ingestion, inhalation of vapors or particulates, and dermal contact with soil.

The vadose zone is the relatively unsaturated layer of soil that lies above the water table. Soil at or below the water table is assumed to be saturated. Over most of the site, the lower extent of the vadose zone is at least 12 feet bgs (see Table 1). It is assumed that there are three pathways by which on-site workers could have direct or indirect exposure to chemicals found in subsurface vadose zone soil. First, it is assumed that volatile chemicals in the vadose zone could migrate through the soil matrix and enter outdoor air where they could then be inhaled by outdoor workers. Also, vapors from chemicals in the vadose zone could possibly migrate to the foundation of a building, penetrate the building through cracks in the foundation, and enter indoor air where they could then be inhaled by indoor workers.

Finally, it is assumed that construction and excavation workers could expose and contact chemicals in subsurface soil. However, it should be noted that very few volatile chemicals have been detected in soil, and most COIs for the site do not have properties that would allow for significant vapor phase migration to indoor or outdoor air.

Groundwater at the site is not used for drinking purposes. It is assumed that on-site workers could be exposed to volatile hydrocarbons that migrate from groundwater to indoor or outdoor air. Because the depth to groundwater over most of the site is below the depth of most excavations (approximately 10 feet bgs), it is unlikely that potential future excavations at the site would extend to groundwater. Also, in the unlikely event that an excavation were developed below the water table, Occupational Safety and Health Administration rules require that excavations be dewatered before worker entry. As a result, it is unlikely that future excavation workers could have substantial direct contact with chemicals in groundwater.

The DEQ soil RBCs and USEPA Region 9 PRGs for the leaching to groundwater pathway do not appear to be relevant compliance conditions for the site. These soil screening values are estimated using models that simulate partitioning of chemicals from soil to groundwater, and they are designed to protect groundwater that is used for drinking purposes. As mentioned previously, shallow groundwater is not used for drinking purposes at the site. Also, empirical data regarding groundwater quality are available to evaluate risks associated with exposure to impacted groundwater. As a result, model estimates that predict chemical concentrations in groundwater are not necessary for the risk evaluation because actual groundwater quality data can be used for this purpose.

It is unlikely that terrestrial ecological receptors could have significant exposure to site-related chemicals in soil. The site is an active commercial/industrial facility with no significant terrestrial ecological habitats. Also, it is unlikely that the site will be developed to support natural habitats in the future. Commercial and industrial activities at the site are expected to limit wildlife foraging activities that could lead to exposure to chemicals in soil.

Stormwater runoff and other processes could possibly transport chemicals in surface soil to the adjacent Willamette River where particles could eventually settle as sediment. Sediment-dwelling biota could then contact chemicals in sediment. Also, waterborne chemicals in groundwater could be transported to the Willamette River. If shallow groundwater discharges to the river, sediment-dwelling biota could be exposed to chemicals in sediment pore water. Upon groundwater discharge to the river, mixing with ambient surface water is expected to substantially reduce waterborne concentrations of site-related chemicals. However, it is possible that relatively pelagic aquatic species could be exposed to chemicals in surface water of the river.

In summary, the primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface soil.

- Commercial/Industrial workers may have indirect exposure to volatile chemicals that migrate from soil or groundwater to indoor or outdoor air.
- Excavation and construction workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface and subsurface soil.
- Sediment-dwelling biota may contact chemicals that migrate from soil via overland flow to sediment of the Willamette River.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.

SCREENING LEVEL RISK ASSESSMENT

To identify media and contaminants that may require additional investigation, a screening-level risk evaluation was performed. Available analytical results from upland soil, groundwater, and surface water samples were assembled into tables. These results were compared to relevant risk-based screening concentrations for the above exposure scenarios. Screening assessment methods and findings are described below.

Data Evaluation

Analytical results used in this screening level risk evaluation were from the following sources: the XPA (Jacobs, 2000b), the Phase II ESA (GeoDesign, 2003), and supplemental surface soil and groundwater data from GeoDesign that had not been included in a written report. The previously unreported data included results of groundwater sampling events performed in July 2003 and April 2004 and results of surface soil samples collected in August 2003. The sources for sample results are summarized in Table 2. The analytical program for each sample and comments on data quality are also included in Table 2.

Soil and groundwater samples were collected from locations that have the potential to be impacted by contaminants of interest (e.g., a former drum storage area, a former warehouse, near former USTs, in areas where soil staining was noted, and downgradient areas). Surface water samples were collected from a seep pool and stand pipe downgradient of potentially impacted areas. Groundwater samples were collected from wells installed close to the shoreline to assess shallow groundwater contaminants potentially discharging to the Willamette River. Sample locations are depicted in Figure 2. In general, soils were analyzed for TPH, VOCs, PAHs, metals, and butyltins, and water samples were analyzed for VOCs, SVOCs, and metals.

Groundwater samples collected in April 2003 were analyzed for total metals. Samples collected in July 2003 and April 2003 were analyzed for dissolved metals.

The receipt and reduction of the analytical data for each source are described below.

- Phase II ESA and supplemental surface soil and groundwater data were received as data table summaries in electronic worksheets from GeoDesign. MFA updated the presentation of the data (e.g., changed ND<0.500 to 0.500 U) but did not change any values or qualifiers. The data include detections and reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

- XPA data were received as data table summaries generated by Jacobs in hardcopy format. The data were entered into an electronic worksheet by MFA. The data table summaries did not include reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

The quality of the data either is unknown or has not been verified by MFA. Table 2 elaborates on the status of data quality for each group of samples.

Risk Screening Methods

Concentrations of COIs in soil, groundwater, and surface water are compared with relevant risk-based screening concentrations for each potential exposure scenario. The risk-based screening values are conservative estimates of threshold concentrations for adverse effects, given long-term exposure to ontaminated environmental media. Various risk-based screening values have been calculated using .rget risk levels that are consistent with DEQ's acceptable risk levels. If concentrations of a COI are below the relevant risk-based screening value for a particular exposure scenario, it is inferred that the chemical will not pose unacceptable risks to the target receptor. If concentrations of a COI are greater than a relevant risk-based screening value, it is inferred that the chemical has the potential to pose unacceptable risks and should be further evaluated.

Soil

To evaluate potential risks that workers might experience if they were exposed to metals or TBT in surface and subsurface soil, concentrations of these COIs were compared to USEPA Region 9 PRGs protective of industrial workers (USEPA, 2002a). The USEPA PRGs for carcinogens have a target risk level of one in a million (10^{-6}) excess cancer risk, and the target risk level for noncarcinogens is a hazard quotient of one. These PRGs consider incidental soil ingestion, inhalation of windborne soil particulates, and dermal contact with soil. Most metals are not volatile at ambient temperatures, and volatilization to indoor and outdoor air are considered insignificant exposure pathways. The PRGs for metals are presented in Tables 3 and 6, and the PRG for TBT is presented in Tables 5 and 8.

Based on site history and descriptions of soil sampling locations (Jacobs, 2000a; GeoDesign, 2003), it is likely that most of the detected TPH and PAHs originated from petroleum releases. Therefore, generic RBCs from the DEQ's Risk-Based Decision Making for the Remediation of Petroleum-Contaminated Sites (DEQ, 2003) were used to evaluate TPH and PAHs in soil.

DEQ RBCs for TPH and PAHs in surface and subsurface soil are presented in Tables 4 and 7, spectively. The RBCs for occupational, construction, and excavation workers are based direct contact

exposure routes such as incidental soil ingestion, inhalation of vapors or particulates, and dermal contact. Most of the petroleum constituents detected in soil at the site do not have chemical and physical properties that would cause them to volatilize and migrate in the vapor phase to indoor or outdoor air under natural conditions. Because these COIs cannot pose unacceptable risks through these indirect exposure scenarios (i.e., vapor migration), no generic RBCs have been listed by the DEQ (2003), and the pathways are not included in Tables 4 and 7.

No DEQ RBCs were available for the three VOCs detected in either surface or subsurface soil. Concentrations of these VOCs were compared with USEPA Region 9 industrial worker PRGs for soil (Tables 4 and 7).

To evaluate the potential for COIs in soil to migrate to Willamette River sediment at levels that may pose unacceptable risks to sediment-dwelling biota, concentrations in surface soil were compared with probable effect concentrations (PECs) for sediment (Tables 2 and 4). Comparison of soil concentrations to sediment PECs has been used to evaluate the potential for soil to impact sediment at other sites in Portland Harbor. A PEC is the concentration of a chemical in sediment that is associated with adverse effects in sediment toxicity tests. For a variety of reasons, some PECs are better predictors of chemical toxicity than others (MacDonald et al., 2000). For the purposes of this evaluation, only consensus-based PECs that were classified as reliable indicators of sediment toxicity (see MacDonald et al., 2000; Ingersoll et al., 2000) were used as soil screening values. Unlike many other PECs, reliable consensus-based PECs have been demonstrated to correctly predict the toxicity of chemicals in over 75 percent of the sediment samples evaluated (see MacDonald et al., 2000; Ingersoll et al., 2000).

PAHs are the primary soil COIs that could migrate to sediment and potentially bioaccumulate in the aquatic food chain. In general, PAHs are metabolized by vertebrates (i.e., fish, birds, mammals) and tend not to accumulate in tissues. However, some PAHs can bioaccumulate from sediment into tissues of some aquatic invertebrates, and fish or other consumers of aquatic biota may contact PAHs through their diets. Consistent with the approach used at other sites, DEQ screening level values (SLVs) for bioaccumulative PAHs in sediment were also used to evaluate the soil-to-sediment migration pathway (Table 4). The only PAH in soil for which a sediment bioaccumulation SLV was available was benzo(a)pyrene (DEQ, 2001).

The process for evaluating the linkages between concentrations of COIs in soil and potential risks that chemicals may pose to aquatic biota exposed to sediment is conservative and involves several sources of uncertainty. A number of factors are expected to reduce concentrations of COIs as they migrate in stormwater runoff from soil to sediment (e.g., mixing with ambient soil or sediment). Also, the media containing a COI may affect chemical toxicity. For example, the toxicity of sediment to benthic invertebrates is largely a function of the concentrations of chemicals in sediment pore water. Many benthic organisms receive a substantial portion of their total exposure through gill uptake of COIs that have partitioned into sediment pore water. A similar process is unlikely to be an important indicator of the toxicity of chemicals in soil (e.g., chemical partitioning into the voids in a soil matrix).

No reliable PEC was available for TBT. To evaluate whether TBT in surface soil can migrate to the Willamette River at unacceptable levels, soil concentrations were compared to the apparent baseline

concentration of TBT in sediment of the Lower Willamette River (USEPA, 1998). Surface soil concentrations were also compared to the DEQ bioaccumulation SLV for TBT in sediment (DEQ, 2001).

Groundwater

It is unlikely that human or ecological receptors can directly contact site-related COIs in groundwater. However, if COIs were to migrate in groundwater and discharge to the Willamette river, benthic organisms could contact these chemicals in sediment pore water at the groundwater/surface water interface, and other aquatic organisms could contact COIs in surface water. Also, it is assumed that if COIs were to migrate to surface water, they could bioaccumulate in fish tissues, and recreational fishers could contact these chemicals if they consumed fish harvested near the site.

To evaluate COIs in groundwater, it was assumed that aquatic organisms (including harvestable fish) would have long-term exposure to concentrations observed in groundwater. As a result, concentrations of COIs in groundwater were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Groundwater screening values for metals are presented in Table 9, and those for organic COIs are presented in Table 10.

For a variety of reasons, the groundwater risk evaluation is conservative and is likely to overestimate potential risks. First, concentrations of site-related contaminants in groundwater are expected to attenuate along the flow path from the chemical source to the Willamette River. If shallow groundwater discharges to the Willamette River, concentrations at the discharge boundary are expected to be lower than those measured in upland monitoring wells. Also, mixing with ambient water of the river either at or below the sediment/water interface is expected to cause a substantial decline in waterborne concentrations of COIs. As a result, actual human or aquatic receptors are likely to experience COI concentrations well below those observed in groundwater.

Surface Water

As reported in the XPA (Jacobs, 2000b), a surface water sample was collected from each of two small surface water features at the site. No VOCs or SVOCs were reported above method reporting limits (MRLs) in surface water samples (Jacobs, 2000b). However, several metals were detected in surface water. For the purposes of this risk screening evaluation, it is assumed that aquatic organisms (including harvestable fish) would have long-term exposure to metals observed in surface water. Concentrations of metals in surface water samples were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Surface water screening values for metals are presented in Table 11.

Results

Results of the screening level risk evaluation for surface soil, subsurface soil, and groundwater are discussed below.

Surface Soil

As shown in Table 3, USEPA Region 9 industrial soil PRGs were available for 19 of the 23 chemicals evaluated in surface soil. With the exception of arsenic, concentrations of all metals in surface soil were below relevant PRGs. With the possible exception of arsenic, concentrations of metals in surface soil are not expected to pose unacceptable risks to human health.

Arsenic concentrations in 19 of the 21 surface soil samples were above the USEPA industrial soil PRG (Table 2). However, naturally occurring concentrations of arsenic in soil over much of western North America are above this PRG (USEPA, 2002a). The median concentration of arsenic in the 21 surface soil samples collected at the site is 4.1 milligrams per kilogram (mg/kg) (see Table 3). As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), the median concentration of arsenic in surface soil at the site is within the range of naturally occurring arsenic in soil at other locations in the region. Much of the soil at the site comprises fill material that may have been brought in from several different locations. It is possible that natural arsenic levels in fill material can differ depending on source location. Because of the heterogeneous nature of soil at the site, it may require a relatively large set of soil data to characterize "natural" levels of arsenic in surface soil with sufficient accuracy to distinguish potential anthropogenic arsenic contributions from natural levels.

Overall, there is little evidence to suggest that metals in surface soil may migrate to the Willamette River at concentrations that may pose unacceptable risks to sediment-dwelling biota. The concentration of copper in soil from sample location SS-9 was 270 mg/kg and above the reliable consensus-based PEC of 149 mg/kg for copper (see Table 3). Also, the concentration of lead in soil from sample location SS-21 was 136 mg/kg, which is slightly above the PEC of 128 mg/kg (see Table 3).

The concentrations of diesel-range petroleum hydrocarbons in surface soil are below generic RBCs for TPH as diesel (see Table 4). Also, TPH concentrations are below the estimated residual saturation concentration (a level that may indicate the presence of mobile product) of 10,000 mg/kg (DEQ, 2003). Although no attempt was made to formally score the site using DEQ's Soil Matrix standards, it is most likely that the Level 2 Soil Matrix Cleanup Levels would be applicable. The Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination is 500 mg/kg. The concentration of TPH as diesel in the soil from sample location SS-6 was above this soil matrix concentration, and heavy-oil-range TPH concentrations in soil samples from SS-6 and SS-12 exceeded the soil matrix level.

The composition of heavy oil petroleum products is variable, and the DEQ has not developed generic RBCs for heavy-oil-range petroleum hydrocarbon mixtures (DEQ, 2003). Instead, at sites requiring a risk evaluation for heavy-oil-range hydrocarbons, site-specific RBCs may be developed using TPH fraction data. The composition of the petroleum product can be characterized using the method for determining extractable petroleum hydrocarbon fractions, and with these composition data, a product-specific RBC can be developed (DEQ, 2003). The lack of heavy-oil-range hydrocarbon fraction information is a data gap for the site. However, the generic RBCs for TPH as diesel assume a fresh diesel formulation (DEQ, 2003), and fresh diesel is likely to be more toxic than most heavy-oil-range petroleum products. The heavy-oil-range TPH concentrations are below generic RBCs for diesel.

Eighteen PAHs were detected surface soil samples collected at the site (see Table 4). DEQ RBCs were available for 13 PAHs. With the exception of benzo(a)pyrene, the maximum detected concentrations of all PAHs in surface soil were below relevant DEQ RBCs (see Table 4). Concentrations of benzo(a)pyrene in soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above the DEQ RBC for occupational workers.

Reliable consensus-based PECs were available for six of the 18 PAHs detected in surface soil (see Table 4). The maximum detected concentrations of all PAHs were below relevant PECs. However, PAHs almost always occur in soil and sediment as a complex mixture of covarying compounds. To evaluate the toxicity of PAH mixtures, the mixture is often expressed as the sum of the concentrations of individual PAHs (total PAHs), and sediment toxicity is predicted based on comparisons with sediment quality guidelines for total PAHs (MacDonald et al., 2000). As shown in Table 4, concentrations of total PAHs in all surface soil samples were below the reliable consensus-based PEC. Therefore, it is inferred that PAHs in surface soil are unlikely to migrate to sediment of the Willamette River at concentrations that may cause adverse effects to sediment-dwelling biota.

If PAHs in soil were to migrate to sediment, some of these chemicals could accumulate in the tissues of benthic invertebrates. Fish that prey on these invertebrates could ingest PAHs that have accumulated in tissues of prey organisms. Of the PAHs detected in soil at the site, a DEQ bioaccumulation SLV was available for only benzo(a)pyrene. Concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV of 100 micrograms per kilogram (µg/kg) at the following surface soil sample locations: SS-7, SS-12, SS-15, SS-16, SS-17, SS-18, SS-20, and SS-21 (see Table 4).

Two VOCs (acetone and trichlorofluoromethane) were detected in surface soil at the site (see Table 4). Acetone was reported in soil from SS-6 at a concentration of 66 µg/kg, and the concentration of trichlorofluoromethane in the sample from SS-9 was 10 µg/kg. The USEPA Region 9 industrial soil PRGs for acetone and trichlorofluoromethane are 6,000 mg/kg and 2,000 mg/kg, respectively (USEPA, 2002a). Because concentrations of both VOCs are several orders of magnitude below PRGs, it is inferred that VOCs in soil are unlikely to pose unacceptable risks to on-site workers.

Butyltins were detected in several surface soil samples (see Table 5). Butyltins are likely associated with fill material dredged from the Willamette River. The maximum detected concentration of TBT in surface soil was 120 µg/kg. The USEPA Region 9 industrial soil PRG for tributyltin oxide is 180 mg/kg (USEPA, 2002a). Because the maximum detected concentration of TBT is several orders of magnitude below the PRG, the chemical is not expected to pose unacceptable risks to on-site workers. Although no reliable PEC is available for TBT, the apparent baseline concentration of TBT in sediment of the Lower Willamette River is approximately 300 µg/kg (USEPA, 1998). Also, the DEQ bioaccumulation SLV for TBT in sediment is 190 µg/kg (DEQ, 2001). The maximum detected concentration of TBT in soil is below both of these values, and it is unlikely that TBT in soil can migrate to sediment of the Willamette River at concentrations that may pose unacceptable risks to aquatic biota.

Subsurface Soil

As with surface soil, USEPA Region 9 PRGs were available for 19 of the 23 chemicals evaluated in subsurface soil (see Table 6). Again, only arsenic was detected in subsurface soil at concentrations above the soil PRG (see Table 6). Concentrations of arsenic in subsurface soil appear to be consistent with naturally occurring arsenic levels in soil of the region. As a result, it is unlikely that concentrations of metals in subsurface soil could pose unacceptable risks to potential human receptors at the site.

The maximum detected concentration of diesel-range petroleum hydrocarbons in subsurface soil (490 mg/kg) is below relevant generic RBCs (see Table 7). Heavy-oil-range petroleum hydrocarbons were detected in subsurface soil from sample location SB-4 at a concentration of 1,100 mg/kg, and this concentration is above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination of 500 mg/kg (see Table 7). As discussed previously, no generic RBCs are available for heavy-oil-range petroleum hydrocarbon mixtures.

A total of 12 PAHs were detected in subsurface soil at the site (see Table 7). DEQ RBCs were available for ten of these PAHs. Concentrations of all PAHs in subsurface soil were below relevant DEQ RBCs (see Table 7). As a result, PAHs in subsurface soil are unlikely to pose unacceptable risks to potential human receptors.

2-Chlorotoluene was detected in subsurface soil from sample location B-2 at a concentration of 266 µg/kg (see Table 7). The USEPA Region 9 industrial soil PRG for o-chlorotoluene (a synonym for 2-chlorotoluene) is 560 mg/kg (USEPA, 2002a). Because the detected concentration of 2-chlorotoluene is several orders of magnitude lower than the PRG, it is unlikely that VOCs in subsurface soil could pose unacceptable risks to on-site workers.

Butyltins were detected at relatively low levels in soil from sample location SB-5, but the concentration of TBT in this sample was below the MRL and below the soil PRG (see Table 8). No PRGs were available for the butyltins that were detected in the sample (USEPA, 2002a).

Groundwater

The six on-site groundwater monitoring wells were sampled on three occasions: April 2003, July 2003, and April 2004. Shallow groundwater elevations in western Oregon are typically highest near the end of the seasonal rainy period in the spring, and lowest in the fall, following the summer drought. Groundwater elevations at the site appear to be consistent with this general pattern (see Table 1), and it appears that at least one sampling event has been performed during general periods of seasonal high and low groundwater elevations.

Groundwater samples collected during the first monitoring event (April 2003) were analyzed for total metals, and samples from the second and third events (July 2003 and April 2004) were analyzed for dissolved metals. As mentioned previously, the receptors most likely to eventually contact site-related metals in groundwater would be benthic or aquatic organisms in sediment or surface water of the Willamette River. The primary route of exposure for aquatic organisms is gill uptake of dissolved

metals, and as a result, ambient water quality criteria have been established for the dissolved form of metals (USEPA, 2002b). Presumably it was recognized that dissolved metals concentrations in groundwater would be more appropriate for evaluating potential risks to aquatic biota, and this consideration led to the change in metals analyses after the first sampling event.

As shown in Table 9, twelve metals were detected in groundwater in either the total or dissolved phase. DEQ aquatic biota SLVs were available for all of these metals, and USEPA human health water quality criteria for consumption of aquatic organisms were available for six of the detected metals.

Concentrations of total arsenic in groundwater samples collected in April 2003 from monitoring wells MW-2, MW-3, MW-4, and MW-5 were above the USEPA water quality criterion for fish ingestion (see Table 9). It appears that a substantial portion of the arsenic detected in these groundwater samples was associated with particulates because subsequent concentrations of dissolved arsenic in these monitoring wells were much lower. Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. However, the MRL was also above this water quality criterion (see Table 9).

It appears unlikely that significant site-related arsenic is leaching to shallow groundwater. As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), arsenic levels in groundwater at the site are consistent with naturally occurring groundwater concentrations at other locations in the region. Also, GeoDesign submitted the surface soil sample from SS-15 (the sample with the highest concentration of arsenic in soil at the site) for analysis of leachable arsenic using USEPA Method 1311/6000/7000 Series, and the result was a nondetection with a reporting limit of 0.1 mg/L.

Concentrations of total chromium, copper, lead, mercury, silver, and zinc in the groundwater sample collected from MW-4 in April 2003 were above relevant DEQ SLVs (see Table 9). Also, the concentration of total silver in the sample collected during the same monitoring event from MW-2 was above the DEQ SLV. Dissolved concentrations of each of these metals were below relevant DEQ SLVs in groundwater samples collected in July 2003 and April 2004 from all monitoring wells. However, it should be noted that the MRL for waterborne silver was above the DEQ SLV. It is most likely that concentrations of total metals exceeded DEQ SLVs due to particulates in the groundwater samples (GeoDesign, 2003). The dissolved form of these metals is bioavailable to aquatic biota and is the form most likely to migrate in groundwater to the Willamette River. With the exception of arsenic, concentrations of dissolved metals are below relevant screening values, and both aquatic biota and human consumers of fish near the site are unlikely to experience unacceptable risks if groundwater discharges to the river.

A total of eight PAHs were detected in groundwater samples collected at the site (see Table 10). DEQ aquatic SLVs were available for five PAHs, and human health water quality criteria for consumption of aquatic organisms were also available for five PAHs. No relevant screening value was available for benzo(ghi)perylene. The concentration of chrysene in the groundwater sample collected from MW-4 in April 2003 was above the water quality criterion for fish ingestion. As discussed above, total concentrations of several metals in this sample were also elevated, and it is possible that this particular sample had an unusual number of suspended particles. Chrysene was not detected in groundwater

samples from MW-4 in subsequent sampling events, and this PAH was not detected in samples from other on-site monitoring wells (see Table 10). However, the MRLs for chrysene were above the water quality criterion for fish ingestion (see Table 10). Given that chrysene was reported only in one sample from a single groundwater monitoring well, it appears unlikely that the nature and extent of chrysene impacts to groundwater are sufficient to cause unacceptable risks to people that may ingest fish caught in the Willamette River near the site. Waterborne chrysene concentrations at the point where aquatic biota may be exposed to the chemical are expected to be substantially reduced relative to concentrations in groundwater due to natural attenuation processes and mixing with ambient river water.

Surface Water

With the exception of barium, the concentrations of metals in the small surface water features at the site are below DEQ aquatic biota SLVs and human health water quality criteria for consumption of aquatic organisms (see Table 11). Barium occurs naturally in soil and water of the region, and it is possible that barium is present at natural levels in these surface water features. Although it is unlikely that the small surface water features at the site support significant natural aquatic communities, COIs in surface water are unlikely to cause adverse effects to aquatic organisms that may visit these features.

Risk Summary

COIs reported in environmental samples at concentrations above risk-based screening concentrations for potential exposure scenarios are as follows:

- Concentrations of arsenic in almost all surface and subsurface soil samples were above USEPA Region 9 industrial soil PRGs. It is unknown whether some of the arsenic in surface soil resulted from an on-site release. However, concentrations of arsenic in soil at the site are consistent with naturally occurring concentrations in soil at other locations in the region.

- The concentration of copper in surface soil from sample location SS-9 and the concentration of lead in soil from sample location SS-21 were above their respective sediment PECs.

- Heavy-oil-range TPH concentrations were above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination in surface soil samples from SS-6 and SS-12, and in the subsurface soil sample from SB-4. No DEQ RBCs are available for heavy-oil-range TPH.

- Concentrations of benzo(a)pyrene in surface soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above both the DEQ RBC for occupational workers and the DEQ sediment bioaccumulation SLV. Also, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV at sample locations SS-15, SS-17, SS-18, and SS-20.

- Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. Also, the concentration of chrysene in the groundwater sample collected from MW-4 in April

2003 was above the water quality criterion for fish ingestion. The concentrations of arsenic in groundwater are consistent with naturally-occurring groundwater concentrations at other locations in the region.

CONCLUSIONS

With a few possible exceptions, it appears that sufficient data have been collected at the site to characterize the nature and extent of contamination and to estimate risks associated with potential exposure to site-related chemicals. Based on these preliminary risk estimates, a soil management plan appears to be necessary to prevent workers from contacting chemicals in soil in some locations and a source control measure (e.g., cap and/or stormwater management system) appears to be necessary to prevent chemicals from migrating to sediment of the Willamette River. These preliminary risk estimates are based on conservative exposure assumptions that may not reflect actual exposure conditions at the site and consequently may overestimate the actual risk to potential human and ecological receptors. In several cases, additional data collection and analysis may improve risk estimates and potentially change risk management decisions for some locations.

Available evidence suggests that it is unlikely that site-related chemicals in groundwater could migrate to surface water or sediment of the Willamette River at concentrations that could pose unacceptable risks to aquatic biota or humans that catch and consume aquatic organisms near the site. No risk management actions are necessary for groundwater, and no further investigation of groundwater is necessary at this time.

Based on preliminary risk estimates, occupational workers could experience unacceptable risks if they were to have long-term exposure to benzo(a)pyrene in surface soil near the northeastern and central parts of the site. However, in reality, workers are unlikely to constrain exposure activities to just the locations with elevated concentrations of benzo(a)pyrene. The preliminary risk estimate could be improved if it were assumed that workers move over the entire site and the 90% upper confidence limit about the sitewide mean concentration of benzo(a)pyrene in soil is used as an exposure point concentration. Because not all of the original sample results were available when this Memorandum was prepared (i.e., reporting limits for soil samples collected in August 2000), a statistical estimate of the exposure point concentration was not performed.

The concentrations of benzo(a)pyrene in surface soil samples collected at various locations over most of the site are greater than the DEQ bioaccumulation SLV. Also, copper and lead have been detected above sediment PECs in surface soil. At other sites in the Portland Harbor, these types of risk screening results have been used to infer that contaminants in soil may migrate via stormwater runoff to the Willamette River at concentrations that may pose unacceptable risks to aquatic organisms. In fact, it is unknown whether chemicals in soil at the site are actually migrating to the river at levels that could pose unacceptable risks.

It is unknown whether arsenic releases have occurred at the site, but arsenic concentrations in soil are similar to naturally occurring concentrations in the region. Given that soil at the site comprises fill from

several different locations, it may take a considerable sampling effort to characterize naturally occurring arsenic concentrations and identify locations where arsenic may be elevated above natural levels.

The costs and benefits associated with implementing a program to manage contaminants in soil based on findings of the preliminary risk evaluation should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. The scope of work for any potential additional investigations would be developed in collaboration with the DEQ. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure. Because the benefits of additional investigations are uncertain, it may be more cost-effective to manage soil based on preliminary risk assessment findings, if additional assessment costs are high.

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TABLES

Table Notes
Advanced American Construction Properties
Portland, Oregon

Shaded cells indicate concentrations above screening criteria.
-- = not applicable.
AWQC, fish ingestion = U.S. Environmental Protection Agency, National Recommended Water Quality Criteria: 2002.
B = Element was positively identified and quantitated above the instrument reporting limit, but less than the required reporting limit.
Background = Clark County 90th Percentile Value from Washington Department of Ecology, October 1994.
DEQ = Oregon Department of Environmental Quality.
DEQ Level II SLVs, aquatic = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ Level II SLVs Sediment—Bioaccumulation = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ RBCss = soil ingestion, dermal contact, and inhalation risk-based concentration from Oregon Department of Environmental Quality Risk-Based Decision Making, Appendix A, September 22, 2003.
mg/kg = milligrams per kilogram.
mg/L = milligrams per liter.
MSL = mean sea level.
µg/kg = micrograms per kilogram.
µg/L = micrograms per liter.
NA = not analyzed.
ND = not detected above laboratory reporting methods.
NV = no value is available.
PAHs = polycyclic aromatic hydrocarbons.
PEC = probable effects concentration.
PRG = preliminary remediation goal.
RBCs = risk-based concentrations.
USEPA = U.S. Environmental Protection Agency.
VOCs = volatile organic compounds.
*total metals were analyzed for the April 2003 sampling event; dissolved metals were analyzed for the July 2003 and April 2004 sampling events.
[a]>Max: The RBC is greater than the maximum amount that would be present if all of the initial air space were filled with petroleum product.
[b]>Csat: The soil RBC exceeds the limit of three-phase equilibrium partitioning. Soil concentrations exceeding Csat indicate that free product might be present.
[c]arsenic cancer endpoint.
[d]"CAL-Modified PRG."
[e]total chromium (1:6 ration Cr VI:Cr III).
[f]methyl mercury.
[g]nickel-soluble salts.
[h]Total PAHs concentrations include reporting limits for non-detect analytes.

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Table 1
Groundwater Elevation Data
Advanced American Construction Properties
Portland, Oregon

Well ID	Date	Top of Casing Elevation (feet above MSL)	Depth to Water (feet)	Groundwater Elevation (feet above MSL)
MW-1	05/08/03	22.93	6.95	15.98
	07/22/03		8.17	14.76
	04/01/04		6.90	16.03
MW-2	05/08/03	31.63	19.55	12.08
	07/22/03		22.95	8.68
	04/01/04		21.43	10.20
MW-3	05/08/03	31.96	20.05	11.91
	07/24/03		23.53	8.43
	04/01/04		22.37	9.59
MW-4	05/08/03	31.56	19.70	11.86
	07/24/03		23.85	7.71
	04/01/04		22.38	9.18
MW-5	05/08/03	31.85	19.95	11.90
	07/24/03		23.06	8.79
	04/01/04		21.96	9.89
MW-6	05/08/03	30.95	11.75	19.20
	07/22/03		14.45	16.50
	04/01/04		11.76	19.19

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Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Sample Type	Sample Date	Investigation	Consultant	Analyses		
					Metals	TPH	SVOCs
SS-1 through SS-11	Surface Soil	August 2000	XPA	Jacobs	x (23)	x	x
SS-12 through SS-21	Surface Soil	August and October 2003	Unknown	GeoDesign	x (13)	x	
B-1, B-2, & MW-1 through MW-6	Subsurface Soil	March 2003	Phase II ESA	GeoDesign	x (13)	x	
SB-1 through SB-5	Subsurface Soil	August 2000	XPA	Jacobs	x (23)	x	x
MW-1 through MW-6	Groundwater	April 2003	Phase II ESA	GeoDesign	x (13)		
MW-1 through MW-6	Groundwater	July 2003 & April 2004	Unknown	GeoDesign	x (13)		
SW-1 & SW-2	Surface water	August 2000	XPA	Jacobs	x (23)		x

Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Analyses			Data Quality
	PAHs	VOCs	Butyltins	
SS-1 through SS-11		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
SS-12 through SS-21	x	x		Data quality is unknown. The data were received without an accompanying report.
B-1, B-2, & MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
SB-1 through SB-5		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
MW-1 through MW-6	x	x		Data quality is unknown. The data were received without an accompanying report.
SW-1 & SW-2		x		The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.

(23) = 23 metals were analyzed.
(13) = 13 Priority Pollutant metals were analyzed.

AAC001172

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg	Cobalt mg/kg	Copper mg/kg	Iron mg/kg
SS-12	8/20/2003	NA	NA	3.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	NA	NA	1.10	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	NA	NA	4.07	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	NA	NA	13.4	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	NA	NA	7.06	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	NA	NA	2.57	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	NA	NA	2.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	NA	NA	4.08	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	NA	NA	3.63	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	NA	NA	12.3	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	8,690	6.1 B	3.3	99.7	0.3 B	0.1 U	5,100	15.4	10	26.4	24,300
SS-2	8/11/2000	9,090	8.1 B	7.3	115	0.3 B	0.1 B	5,160	29.7	14.8	45.5	39,100
SS-3	8/11/2000	11,000	5.7 B	3.8	131	0.4 B	0.1 U	4,890	13.4	11.6	28.8	35,800
SS-4	8/11/2000	13,400	7.6 B	5.0	129	0.3 B	0.1 U	5,710	43.5	11	42.1	33,800
SS-5	8/10/2000	8,640	4.23 U	4.1	72.8	0.2 B	0.1 U	6,030	81.3	8.1	52.6	25,800
SS-6	8/10/2000	11,000	7.6 B	8.9	131	0.3 B	0.1 U	4,580	17	9.7	46.0	30,300
SS-7	8/10/2000	NA	0.31	12.1	NA	0.23	0.16	NA	33.3	NA	24.2	NA
SS-8	8/10/2000	5,280	9.6 B	0.9 B	43.9	0.1 B	0.1 U	4,150	8.2	16.3	12.8	38,700
SS-9	8/10/2000	9,890	7.4 B	13.3	137	0.2 B	0.1 U	15,200	28.0	11.1	270	36,200
SS-10	8/10/2000	10,500	4.2 U	2.9	112	0.3 B	0.1 U	4,460	11.6	15.5	19.2	22,600
SS-11	8/10/2000	10,900	7.6 B	7.6	113	0.3 B	0.5 B	5,120	22.7	11.7	48.2	29,200
Median				4.1								
Mean				5.9								
Screening Criteria												
Background		52,300	NV	6	NV	2	1	NV	27	NV	34	36,100
EPA Region 9 PRGs (Industrial)		100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]	1,900	41,000	100,000
Reliable Consensus-Based PEC		NV	NV	33	NV	NV	5	NV	111	NV	149	NV

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg	Potassium mg/kg	Selenium mg/kg	Silver mg/kg	Sodium mg/kg	Thallium mg/kg	Vanadium mg/kg	Zinc mg/kg
SS-12	8/20/2003	42.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	4.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	21.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	21.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	34.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	6.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	26.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	136	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	31.3	3,730	459	0.03	12.3	677	0.5 U	0.8 U	268	0.2 U	70.6	76.6
SS-2	8/11/2000	90.7	2,580	621	0.03	17.8	576	1.0 B	0.8 U	263	0.2 U	96.7	194
SS-3	8/11/2000	47.9	3,220	547	0.03	14.6	880	0.5 U	0.8 U	320	0.2 U	92.0	98.5
SS-4	8/11/2000	51.7	6,650	507	0.04	27.5	805	0.5 U	0.8 U	583	0.2 U	79.6	184
SS-5	8/10/2000	35.1	2,880	708	0.03	31.6	621	0.5 U	0.8 U	377	0.2 U	63.6	82.3
SS-6	8/10/2000	37.8	3,280	425	0.02	15	781	0.5 U	0.8 U	376	0.2 U	82.7	172
SS-7	8/10/2000	21.2	NA	NA	0.02 B	18.5	NA	1.0 U	0.0	NA	0.07	NA	81.5
SS-8	8/10/2000	11.3 B	1,470	470	0.01 U	7.7	545	0.5 U	0.8 U	282	0.2 U	134	60.6
SS-9	8/10/2000	56	3,810	543	0.04	16.9	856	0.5 U	0.8 U	456	0.2 U	68	458
SS-10	8/10/2000	15.5	3,560	481	0.03	13.8	563	0.9 B	0.8 U	316	0.2 U	80.4	66
SS-11	8/10/2000	70.5	3,080	430	0.09	31.8	716	0.5 U	0.8 U	506	0.2 U	91.9	219
Median													
Mean													
Screening Criteria													
Background		17	NV	1,500	0	21	NV	NV	NV	NV	NV	NV	96
EPA Region 9 PRGs (Industrial)		750	NV	19,000	62[f]	20,000[g]	NV	5,100	5,100	NV	67	7,200	100,000
Reliable Consensus-Based PEC		128	NV	NV	NV	49	NV	NV	NV	NV	NV	NV	459

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Total Petroleum Hydrocarbons by NWTPH-Dx		PAHs by EPA Method 8270-SIM				
		Diesel-Range mg/kg	Heavy Oil-Range mg/kg	Acenaphthene ug/kg	2-Methyl-naphthalene ug/kg	Acenaphthylene ug/kg	Anthracene ug/kg	Benzo(a)-anthracene ug/kg
SS-12	08/20/03	500 U	1,170	268 U	ND	268 U	268 U	268 U
SS-13	08/20/03	25 U	50 U	13.4 U	ND	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	51	66.4	26.8 U	ND	26.8 U	26.8 U	46.3
SS-15	08/20/03	25 U	50 U	64.3	ND	26.8 U	26.8	147
SS-16	08/20/03	34	164	70.9	ND	36	35.6	223
SS-17	08/20/03	25 U	50 U	57.4	ND	13.4 U	20.8	171
SS-18	08/20/03	25 U	50 U	42	ND	26.8 U	26.8 U	97.4
SS-19	10/15/03	25 U	50 U	35.1	ND	13.4 U	13.4 U	19.9
SS-20	10/15/03	25 U	50 U	23.7	ND	13.4 U	17.2	102
SS-21	10/15/03	32.3	142	48.3	ND	44.5	76.2	516
SS-1	8/11/2000	35	98 U	ND	ND	ND	ND	ND
SS-2	8/11/2000	84	250	ND	ND	ND	ND	0.65
SS-3	8/10/2000	230	260	ND	ND	ND	ND	ND
SS-4	8/10/2000	220	110	NA	NA	NA	NA	NA
SS-5	8/10/2000	28	110	ND	ND	ND	ND	ND
SS-6	08/10/00	1,400	9,800	ND	ND	ND	ND	ND
SS-7	08/09/00	62	380	110	3 J	3 J	100 J	620
SS-8	8/10/2000	26 U	100 U	ND	ND	ND	ND	ND
SS-9	08/10/00	NA	NA	ND	ND	ND	ND	0.59
SS-10	8/10/2000	NA	NA	ND	ND	ND	ND	ND
SS-11	08/10/00	NA	NA	ND	ND	ND	ND	ND
Screening Criteria								
DEQ RBCss–Occupational		70,000	NV	41,000,000[b]	NV	NV	---[a]	2,700
DEQ RBCss–Construction Worker		23,000	NV	16,000,000[b]	NV	NV	90,000,000[b]	21,000[b]
DEQ RBCss–Excavation Worker		---[a]	NV	---[a]	NV	NV	---[a]	590,000[b]
EPA Region 9 PRGs (Industrial) Reliable Consensus-Based PEC		NV	NV	NV	NV	NV	NV	1,050
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM					
		Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg	Benzo(k)-fluoranthene ug/kg	Chrysene ug/kg	Dibenz(a,h)-anthracene ug/kg
SS-12	08/20/03	330	303	381	277	281	268
SS-13	08/20/03	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	66.3	81.1	103	40.1	65.9	26.8 U
SS-15	08/20/03	171	181	146	147	190	45.6
SS-16	08/20/03	361	297	472	253	274	79
SS-17	08/20/03	244	254	219	192	201	56.2
SS-18	08/20/03	129	165	131	96.3	124	31.9
SS-19	10/15/03	18.6	17	13.4 U	18.3	22.1	13.4 U
SS-20	10/15/03	141	120	124	130	153	25.5
SS-21	10/15/03	692	541	583	541	631	117
SS-1	8/11/2000	ND	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.91	0.87	0.78	0.79	0.89	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND	ND
SS-7	08/09/00	470	520	290	220	ND	66
SS-8	8/10/2000	ND	ND	ND	ND	ND	ND
SS-9	08/10/00	0.79	1.10	0.54	0.92	0.83	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.34	ND	ND	0.35	ND
Screening Criteria							
DEQ RBCss–Occupational		270	2,700	NV	27,000[b]	270,000[b]	270
DEQ RBCss–Construction Worker		2,100	21,000[b]	NV	210,000[b]	2,100,000[b]	2,100
DEQ RBCss–Excavation Worker		59,000[b]	590,000[b]	NV	5,900,000[b]	59,000,000[b]	59,000[b]
EPA Region 9 PRGs (Industrial)							
Reliable Consensus-Based PEC		1,450	NV	NV	NV	1,290	NV
DEQ Level II SLV Sediment —Bioaccumulation		100	NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM				
		Dimethyl-naphthalene ug/kg	Fluoranthene ug/kg	Fluorene ug/kg	Indeno(1,2,3-cd)-pyrene ug/kg	Naphthalene ug/kg
SS-12	08/20/03	ND	337	268	282	268 U
SS-13	08/20/03	ND	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	ND	89.4	26.8 U	70.3	26.8 U
SS-15	08/20/03	ND	323	57.5	127	63.3
SS-16	08/20/03	ND	369	51	337	26.8 U
SS-17	08/20/03	ND	271	39	181	13.4 U
SS-18	08/20/03	ND	165	30.4	108	26.8 U
SS-19	10/15/03	ND	48.4	34.4	13.4 U	13.4 U
SS-20	10/15/03	ND	156	14.3	102	13.4 U
SS-21	10/15/03	ND	957	47.7	466	33.5 U
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	ND	1.4	ND	0.68	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND
SS-7	08/09/00	0.70 J	840 J	44	390	3 J
SS-8	8/10/2000	ND	0.44	ND	ND	ND
SS-9	08/10/00	ND	1.30	ND	0.64	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.59	ND	ND	ND
Screening Criteria						
DEQ RBCss–Occupational		NV	29,000,000[b]	35,000,000[b]	2,700	770,000[b]
DEQ RBCss–Construction Worker		NV	8,900,000[b]	12,000,000[b]	21,000[b]	710,000[b]
DEQ RBCss–Excavation Worker		NV	---[a]	---[a]	590,000[b]	20,000,000[b]
EPA Region 9 PRGs (Industrial)		NV	NV	NV	NV	561
Reliable Consensus-Based PEC						
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM			VOCs by EPA Method 8260B	
		Phenanthrene ug/kg	Pyrene ug/kg	Total PAHs[h] ug/kg	Acetone ug/kg	Trichloro-fluoromethane ug/kg
SS-12	08/20/03	268	391	4,726	NA	NA
SS-13	08/20/03	13.4 U	13.4 U	214.4 U	NA	NA
SS-14	08/20/03	56.6	94.8	874.6	NA	NA
SS-15	08/20/03	250	323	2,289.3	NA	NA
SS-16	08/20/03	132	497	3,514.3	NA	NA
SS-17	08/20/03	134	295	2,362.2	NA	NA
SS-18	08/20/03	84.6	177	1,462	NA	NA
SS-19	10/15/03	29.5	43.7	367.5	NA	NA
SS-20	10/15/03	60.2	172	1,367.7	NA	NA
SS-21	10/15/03	476	1,180	6,950.2	NA	NA
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.67	ND	7.64	ND	ND
SS-3	8/10/2000	ND	ND	ND	NA	NA
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	NA	NA
SS-6	08/10/00	ND	0.65	0.65	66	ND
SS-7	08/09/00	490 J	830 J	4,999	ND	ND
SS-8	8/10/2000	ND	ND	0.44	ND	ND
SS-9	08/10/00	0.52	0.9	8.13	ND	10
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.47	1.75	NA	NA
Screening Criteria						
DEQ RBCss–Occupational		NV	21,000,000[b]	NV	NV	NV
DEQ RBCss–Construction Worker		NV	6,700,000[b]	NV	NV	NV
DEQ RBCss–Excavation Worker		NV	---[a]	NV	NV	NV
EPA Region 9 PRGs (Industrial)					6,000,000	2,000,000
Reliable Consensus-Based PEC		1,170	1,520	22,280	NV	NV
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	290	NV

Table 5
Butyltins in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Tetra-n-butyltin ug/kg		Tri-n-butyltin Cation ug/kg		Di-n-butyltin Cation ug/kg		n-butyltin Cation ug/kg	
SS-1	8/11/2004	3	U	8		2		3	
SS-2	8/11/2004	3	U	120		15		12	
SS-7	8/9/2004	3	U	0.5	J	0.4	J	1	U
SS-9	8/10/2004	3	U	110		29		27	
SS-10	8/11/2004	3	U	2		0.5	J	1	U
Screening Criteria									
EPA Region 9 PRGs (Industrial)		NV		180,000		NV		NV	
Portland Harbor Apparent Baseline Concentration		NV		300		NV		NV	
DEQ Level II SLV Sediment —Bioaccumulation		NV		190		NV		NV	

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.5 U	2.42	NA	0.38	0.37 U	NA	13.2
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	8.99	2.27	NA	0.38	5.39	NA	16.4
MW-1 (8-9)	03/21/03	8-9	NA	0.5 U	1.66	NA	0.74	1.95 U	NA	22.9
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.31 U	2.31	NA	0.43 U	0.43 U	NA	14.2
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.33 U	2.91	NA	0.4 U	0.4 U	NA	13.2
MW-4 (18-19)	03/21/03	18-19	NA	0.35 U	2.67	NA	0.3	0.29 U	NA	11.3
MW-5 (22-23)	03/21/03	22-23	NA	0.4 U	1.76	NA	0.39 U	0.39 U	NA	19.2
MW-6 (13-15)	03/21/03	13-15	NA	0.33 U	1.97	NA	0.41 U	0.41 U	NA	15.9
SB-1	8/11/2000	6-8	12,500	4.2 U	3.1	111	0.3 B	0.1 U	4,420	15.6
SB-2	8/11/2000	14-16	9,470	4.39 U	3.2	74.6	0.3 B	0.1 U	3,890	11.7
SB-5	8/11/2000	18-19	10,300	4.58 U	3.3	86.6	0.3 B	0.1 U	4,100	13.6
Screening Criteria										
Background			52,300	NV	6	NV	2	1	NV	27
EPA Region 9 PRGs (Industrial)			100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Cobalt mg/kg	Copper mg/kg	Iron mg/kg	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg
B-1 (8-10)	03/24/03	8-10	NA	15.9	NA	4.73	NA	NA	0.1 U	17.9
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	17.1	NA	5.82	NA	NA	0.09 U	18.5
MW-1 (8-9)	03/21/03	8-9	NA	18.3	NA	10.5	NA	NA	0.1 U	13.6
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	35.7	NA	4.04	NA	NA	0.09 U	16.9
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	16.8	NA	2.24	NA	NA	0.09 U	17
MW-4 (18-19)	03/21/03	18-19	NA	17.5	NA	7.78	NA	NA	0.18	15.7
MW-5 (22-23)	03/21/03	22-23	NA	20	NA	5.92	NA	NA	0.1 U	23.4
MW-6 (13-15)	03/21/03	13-15	NA	18.6	NA	11.1	NA	NA	0.09 U	21.3
SB-1	8/11/2000	6-8	13.4	15.7	24,200	12.7 B	4,370	316	0.11	20
SB-2	8/11/2000	14-16	12.8	13.1	22,100	3 B	3,500	273	0.01 U	16.4
SB-5	8/11/2000	18-19	12.6	20.1	22,900	19 B	3,460	386	0.1	17.1
Screening Criteria										
Background			NV	34	36,100	17	NV	1,500	0.04	21
EPA Region 9 PRGs (Industrial)			1,900	41,000	100,000	750	NV	19,000	62[f]	20,000[g]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Potassium mg/kg	Selenium mg/kg	Silver mg/kg	Sodium mg/kg	Thallium mg/kg	Vanadium mg/kg	Zinc mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.37 U	0.50 U	NA	0.5 U	NA	62.8
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	0.31 U	0.36 U	NA	0.36 U	NA	92.4
MW-1 (8-9)	03/21/03	8-9	NA	0.32 U	0.50 U	NA	0.5 U	NA	55.8
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.43 U	0.31 U	NA	0.31 U	NA	63.6
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.4 U	0.33 U	NA	0.33 U	NA	51
MW-4 (18-19)	03/21/03	18-19	NA	0.29 U	0.35 U	NA	0.35 U	NA	52.8
MW-5 (22-23)	03/21/03	22-23	NA	0.39 U	0.40 U	NA	0.4 U	NA	58.2
MW-6 (13-15)	03/21/03	13-15	NA	0.41 U	0.33 U	NA	0.33 U	NA	52.8
SB-1	8/11/2000	6-8	522	1.1 B	0.8 U	437	0.2 U	65.2	56.5
SB-2	8/11/2000	14-16	521	0.2 U	0.9 U	293	0.2 U	56.5	46.5
SB-5	8/11/2000	18-19	565	1.2 B	0.9 U	304	0.20 U	60.4	80.1
Screening Criteria									
Background			NV	NV	NV	NV	NV	NV	96
EPA Region 9 PRGs (Industrial)			NV	5,100	5,100	NV	67	7,200	100,000

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	NWTPH-Dx Method		PAHs by USEPA Method 8270SIM				
			Diesel-Range Hydrocarbons mg/kg	Heavy-Oil-Range Hydrocarbons mg/kg	Acenaphthene ug/kg	Benzo(a)-anthracene ug/kg	Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg
B-1	03/26/03	8-10	25 U	50 U	45.3	104	114	72.8	91.6
B-1	03/26/03	17-18	25 U	50 U	40.2 U	20.4	17.1	18.5	18.6
B-2	03/24/03	7-9	25 U	50 U	26.8 U	111	138	82.6	117
MW-1	03/21/03	8-9	25 U	57.6	13.4 U	24.8	29.5	21.9	26.2
MW-1	03/21/03	14-15	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	18-20	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	23-25	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-3	03/21/03	19-20	NA	NA	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-4	03/21/03	18-19	31	66.1	15.9	43.4	59.7	35.5	62.6
MW-5	03/21/03	22-23	NA	NA	13.4 U	35.4	57.9	32.4	57.9
MW-6	03/21/03	13-15	NA	NA	26.8 U	70.2	124	85.2	149
SB-1	8/11/2000	6-8	26 U	110 U	ND	ND	ND	ND	ND
SB-2	8/11/2000	14-16	27	100 U	ND	ND	ND	ND	ND
SB-3	8/10/2000	18-20	27 U	110 U	ND	ND	ND	ND	ND
SB-4	8/10/2000	20-21	490	1,100	ND	ND	ND	ND	ND
SB-5	8/11/2000	18-19	91	260	ND	ND	ND	ND	ND
Screening Criteria									
DEQ RBCss—Construction Worker			23,000	NV	16,000,000[b]	21,000[b]	2,100	21,000[b]	NV
DEQ RBCss—Excavation Worker			--[a]	NV	--[a]	590,000[b]	59,000[b]	590,000[b]	NV
EPA Region 9 PRGs (Industrial)									

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	PAHs by USEPA Method 8270SIM												VOCs by USEPA Method 8260B	
			Benzo(k)-fluoranthene ug/kg		Chrysene ug/kg		Fluoranthene ug/kg		Fluorene ug/kg		Indeno(1,2,3-cd)-pyrene ug/kg		Phenanthrene ug/kg		Pyrene ug/kg		2-Chlorotoluene ug/kg	
B-1	03/26/03	8-10	71.2		139		310		26.8	U	66.9		144		327		NA	
B-1	03/26/03	17-18	13.4	U	24.6		76		14.2		13.4	U	83		72.8		NA	
B-2	03/24/03	7-9	89.9		139		254		26.8	U	82.3		26.8	U	293		266	
MW-1	03/21/03	8-9	18.8		32.5		49.2		13.4	U	19.2		42.8		61.6		NA	
MW-1	03/21/03	14-15	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-2	03/21/03	18-20	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	100	U
MW-2	03/21/03	23-25	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-3	03/21/03	19-20	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-4	03/21/03	18-19	41.5		55.6		51.5		14.3		43.2		27		102		NA	
MW-5	03/21/03	22-23	34.8		47.3		88.8		13.4	U	38.8		38.6		137		NA	
MW-6	03/21/03	13-15	71.4		98.5		137		26.8	U	100		60.7		169		100	U
SB-1	8/11/2000	6-8	ND		ND		ND		ND		ND		ND		0.36		NA	
SB-2	8/11/2000	14-16	ND		ND		ND		ND		ND		ND		ND		NA	
SB-3	8/10/2000	18-20	ND		ND		ND		ND		ND		ND		ND		NA	
SB-4	8/10/2000	20-21	ND		ND		ND		ND		ND		ND		ND		NA	
SB-5	8/11/2000	18-19	ND		ND		ND		ND		ND		ND		ND		NA	
Screening Criteria																		
DEQ RBCss—Construction Worker			210,000[b]		2,100,000[b]		8,900,000[b]		12,000,000[b]		21,000[b]		NV		6,700,000[b]		NV	
DEQ RBCss—Excavation Worker			5,900,000[b]		59,000,000[b]		--[a]		--[a]		590,000[b]		NV		--[a]		NV	
EPA Region 9 PRGs (Industrial)																	560,000	

Table 8
Butyltins in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Tetra-n-butyltin ug/kg	Tri-n-butyltin Cation ug/kg	Di-n-butyltin Cation ug/kg	n-butyltin Cation ug/kg
SB-5	8/11/2000	18-19	3 U	1 U	8	2
Screening Levels						
DEQ RBCss—Construction Worker			NV	NV	NV	NV
DEQ RBCss—Excavation Worker			NV	NV	NV	NV
PRG—Industrial			NV	180,000	NV	NV

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Antimony mg/L	Arsenic mg/L	Beryllium mg/L	Cadmium mg/L	Chromium mg/L	Copper mg/L	Lead mg/L
MW-1	04/15/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-2	04/15/03	0.001 U	0.00139	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-3	04/15/03	0.001 U	0.0012	0.001 U	0.001 U	0.00183	0.00218	0.00117
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00105	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-4	04/15/03	0.00101	0.0195	0.00357	0.00202	0.182	0.43500	0.692
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00123	0.00200 U	0.001 U
	04/01/04	0.001 U	0.0051	0.001 U	0.001 U	0.001 U	0.00200 U	0.001 U
MW-5	04/15/03	0.001 U	0.00286	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00114	0.002 U	0.001 U
	04/01/04	0.001 U	0.00159	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-6	04/15/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.00227	0.00173
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001	0.002 U	0.001 U
Screening Criteria								
DEQ Level II SLVs, aquatic		1.6	0.15	0.0053	0.0022	0.011 (IV)/ 0.074 (III)	0.009	0.0025
AWQC, fish ingestion		0.64	0.00014	NV	NV	NV	NV	NV

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Mercury mg/L	Nickel mg/L	Selenium mg/L	Silver mg/L	Thallium mg/L	Zinc mg/L
MW-1	04/15/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-2	04/15/03	0.0002 U	0.002 U	0.001 U	0.00138	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.00123	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-3	04/15/03	0.0002 U	0.00413	0.001 U	0.001 U	0.001 U	0.00774
	07/24/03	0.0002 U	0.002 U	0.00171	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.00821
MW-4	04/15/03	0.000973	0.139	0.00103	0.01490	0.001 U	0.63500
	07/24/03	0.000200 U	0.002 U	0.00329	0.00100 U	0.001 U	0.00500 U
	04/01/04	0.000200 U	0.002 U	0.00161	0.00100 U	0.001 U	0.00500 U
MW-5	04/15/03	0.0002 U	0.002 U	0.00119	0.001 U	0.001 U	0.005 U
	07/24/03	0.0002 U	0.002 U	0.00168	0.001 U	0.001 U	0.00758
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-6	04/15/03	0.0002 U	0.00303	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.0031	0.00105	0.001 U	0.001 U	0.00683
	04/01/04	0.0002 U	0.00399	0.001 U	0.001 U	0.001 U	0.005 U
Screening Criteria							
DEQ Level II SLVs, aquatic		0.00077 (elemental, total)	0.052	0.005	0.00012	0.04	0.12
AWQC, fish ingestion		0.0003 (methyl)	4.6	4.2	NV	0.00047	26

Table 10
Summary of Groundwater Analytical Data—PAHs
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Acenaphthene ug/L		Benzo (ghi) perylene ug/L		Chrysene ug/L		Fluoranthene ug/L		Fluorene ug/L		Naphthalene ug/L		Phenanthrene ug/L		Pyrene ug/L		Others ug/L
MW-1	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-2	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-3	04/15/03	0.490		0.1	U	0.1	U	0.795		0.1	U	0.1	U	0.117		1.11		ND
	07/24/03	1.060		0.1	U	0.1	U	1.02		0.157		0.1	U	1.400		1.48		ND
	04/01/04	0.136		0.1	U	0.1	U	0.188		0.1	U	0.1	U	0.100	U	0.293		ND
MW-4	04/15/03	0.808		0.100		0.113		0.168		0.1	U	0.135		0.134		0.649		ND
	07/24/03	1.14		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.274		ND
	04/01/04	0.675		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.178		ND
MW-5	04/15/03	0.196		0.1	U	0.1	U	0.134		0.1	U	0.1	U	0.277		0.666		ND
	07/24/03	0.725		0.1	U	0.1	U	0.269		0.1	U	0.1	U	0.693		1.03		ND
	04/01/04	0.189		0.1	U	0.1	U	0.142		0.1	U	0.1	U	0.109		0.751		ND
MW-6	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.402		0.1	U	0.1	U	0.103		0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
Screening Criteria																		
Level II, Aquatic		520		NV		NV		6.16		3.9		620		6.3		NV		NV
AWQC, fish ingestion		990		NV		0.018		140		5,300		NV		NV		4,000		NV

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Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Aluminum ug/L	Antimony ug/L	Arsenic ug/L	Barium ug/L	Beryllium ug/L	Cadmium ug/L	Calcium ug/L	Chromium ug/L
SW-1	42.2 B	ND	ND	19.4	ND	ND	14,700	ND
SW-2	ND	ND	ND	5.2	ND	ND	14,700	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	87	1,600	150	4	5.3	2.2	116,000	11 (IV)/ 74 (III)
AWQC, fish ingestion	NV	640	0.14	NV	NV	NV	NV	NV

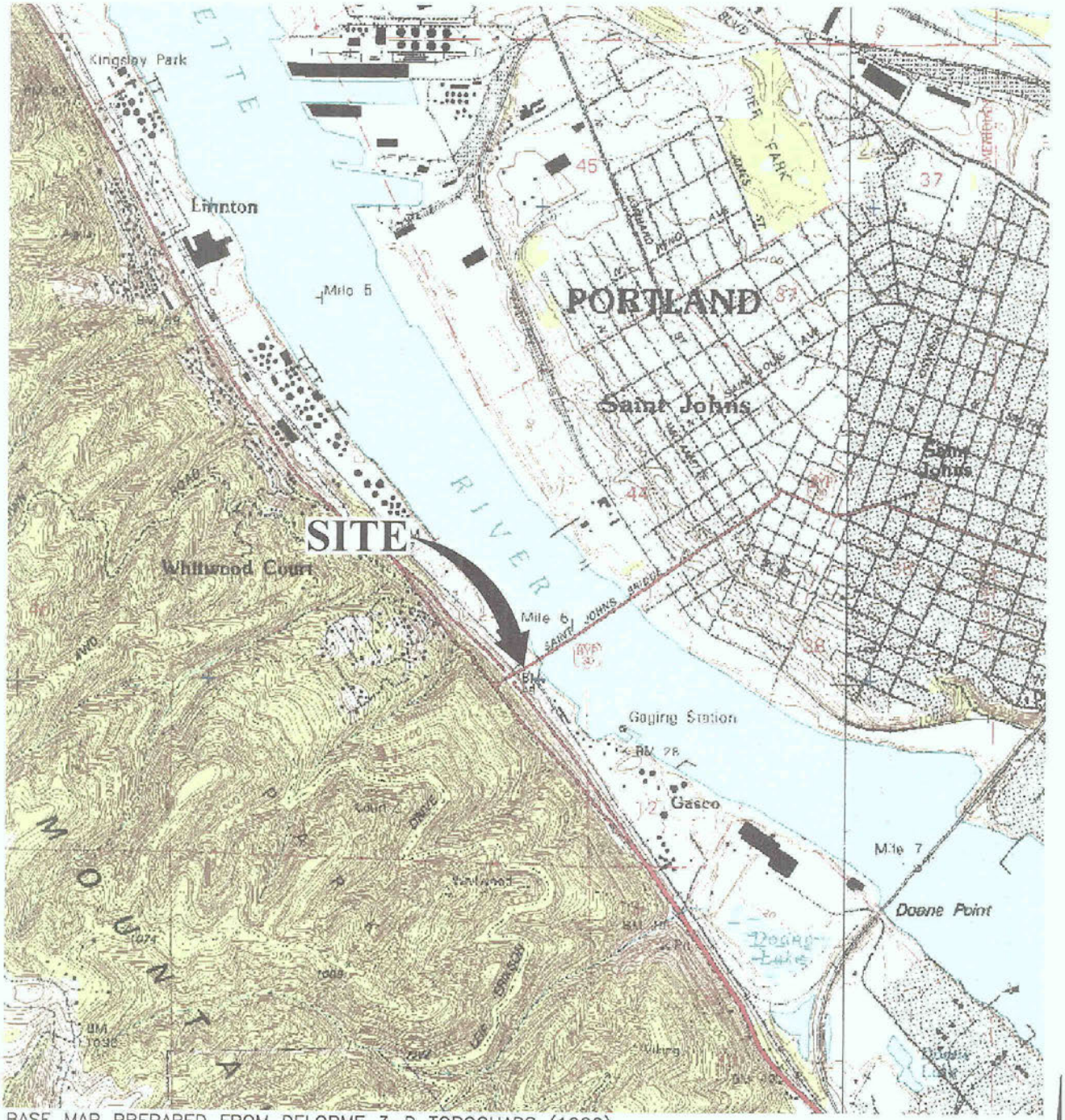
Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Cobalt ug/L	Copper ug/L	Iron ug/L	Lead ug/L	Magnesium ug/L	Manganese ug/L	Mercury ug/L	Nickel ug/L
SW-1	ND	ND	97.5	ND	4,640	16	ND	ND
SW-2	ND	ND	20.9	ND	4,640	4.3 B	ND	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	23	9	1,000	2.5	82,000	120	0.77 (elemental, total)	52
AWQC, fish ingestion	NV	NV	NV	NV	NV	NV	0.3 (methyl)	4,600

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Potassium ug/L	Selenium ug/L	Silver ug/L	Sodium ug/L	Thallium ug/L	Vanadium ug/L	Zinc
SW-1	ND	ND	ND	7,450	ND	4.9 B	4.4 B
SW-2	ND	ND	ND	5,720	ND	ND	ND
Screening Criteria							
DEQ Level II SLVs, aquatic	53,000	5	0.12	680,000	40	20	120
AWQC, fish ingestion	NV	4,200	NV	NV	6,300	NV	26,000

FIGURES



BASE MAP PREPARED FROM DELORME 3-D TOPOQUADS (1999).

SITE ADDRESS: 8444 NW ST. HELENS ROAD, PORTLAND, OREGON
NE1/4 SE 1/4 OF S11, T1N, R1W

0 2000 4000

SCALE IN FEET

Vancouver:
(360) 694-2691
Portland:
(971) 544-2139

MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. DLG
APPR. _____
REVIS. _____
PROJECT NO.
0100.01.01

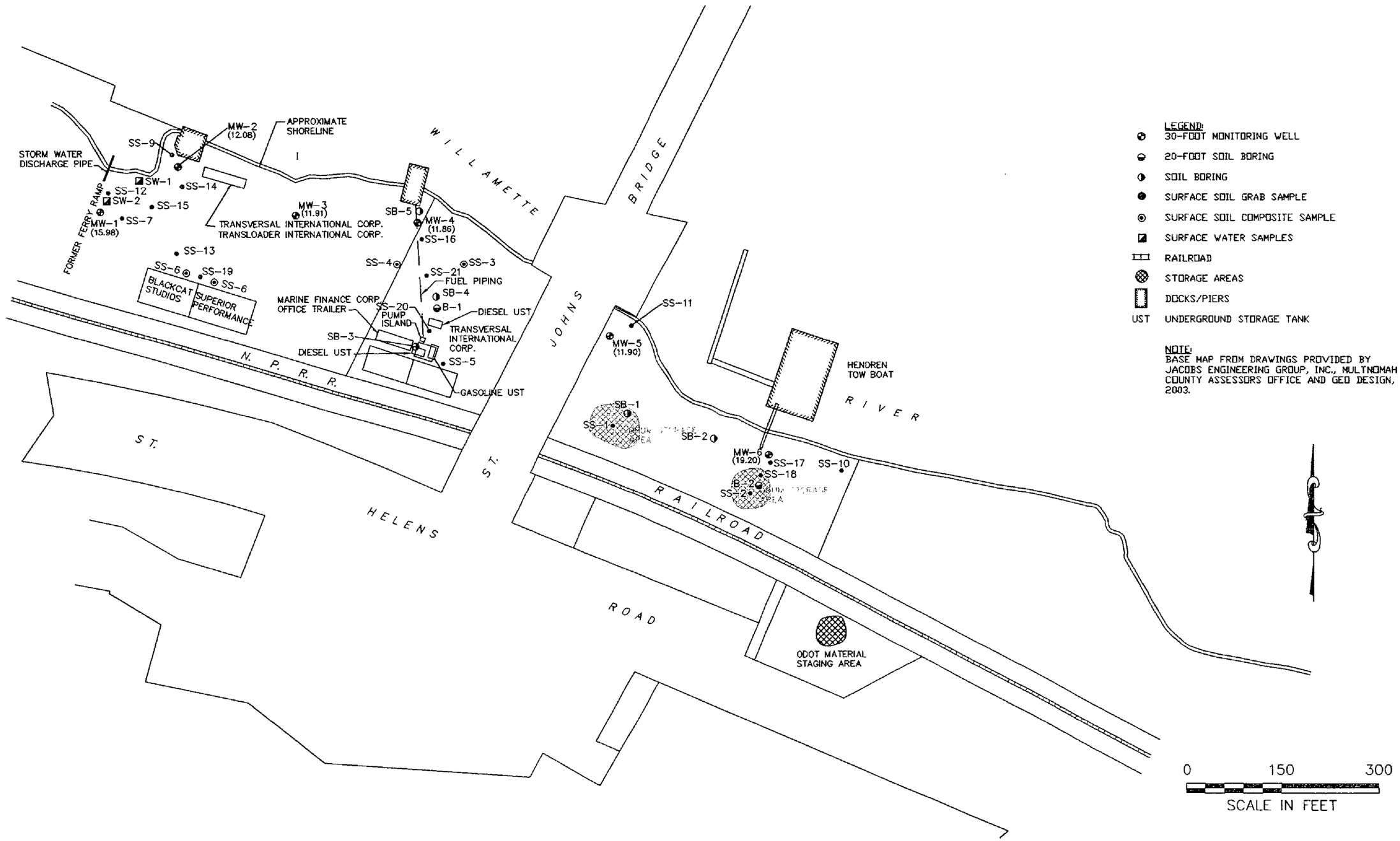
Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

SITE LOCATION

File: C:\0000\0100.01_ADVANCED AMER DRIVING\01\SITE LOCATION MAP.DWG Last edited: AUG. 16, 2004 @ 08:19 a.m. by: dyoung xrefs: none black/white

LAYOUT: 1

AAC001193



Vancouver: (360) 694-2691
Portland: (971) 544-2139

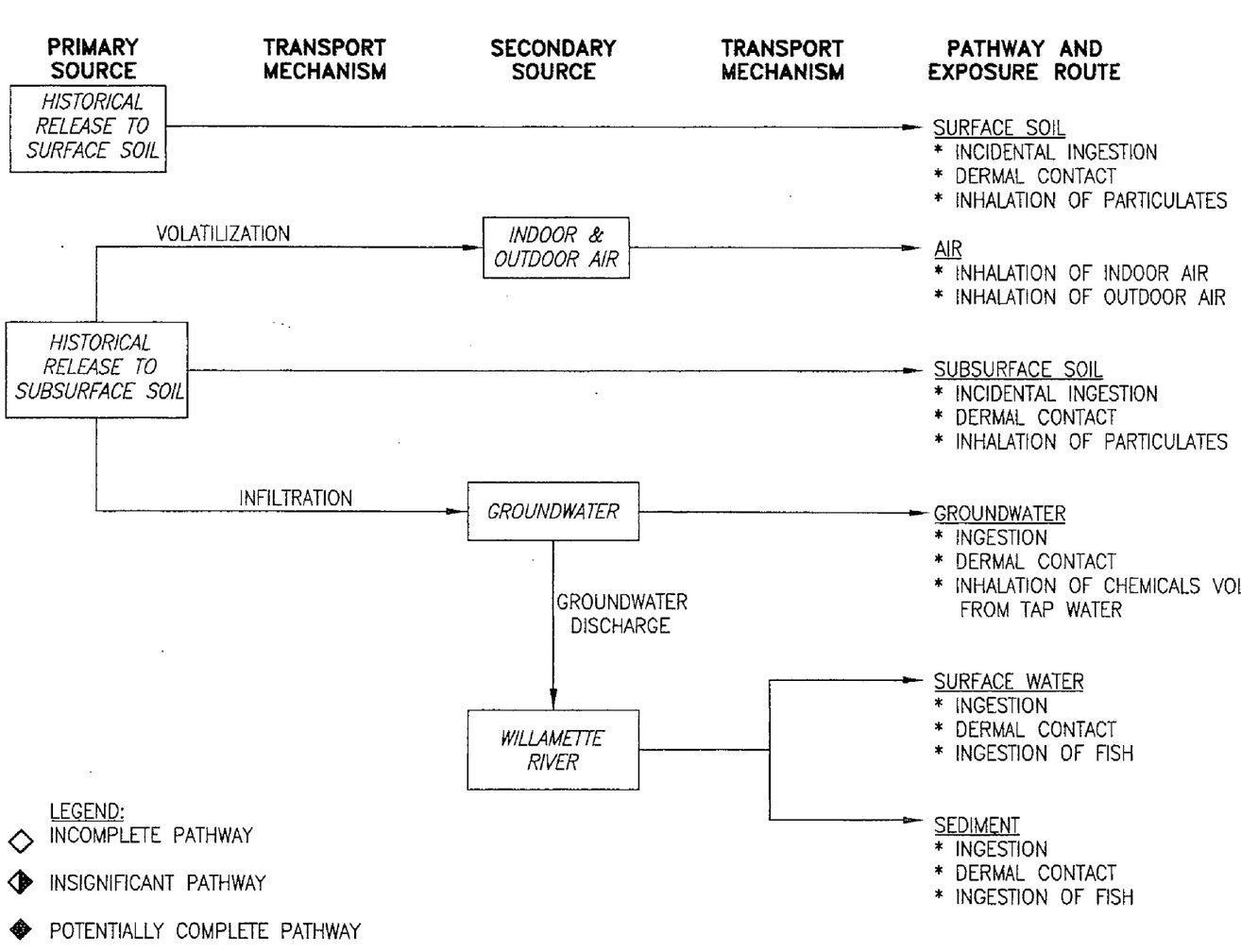
MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. DLG
APPR. [illegible]
REVIS.
PROJECT NO. 0100.01.01

Figure 2
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
FORMER SITE FEATURES AND SAMPLE LOCATIONS

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\SITE MAP.DWG Last edited: AUG. 12, 2004 @ 4:12 p.m. by: dglaus Xrefs: site base, sample base black/white

LAYOUT: 1



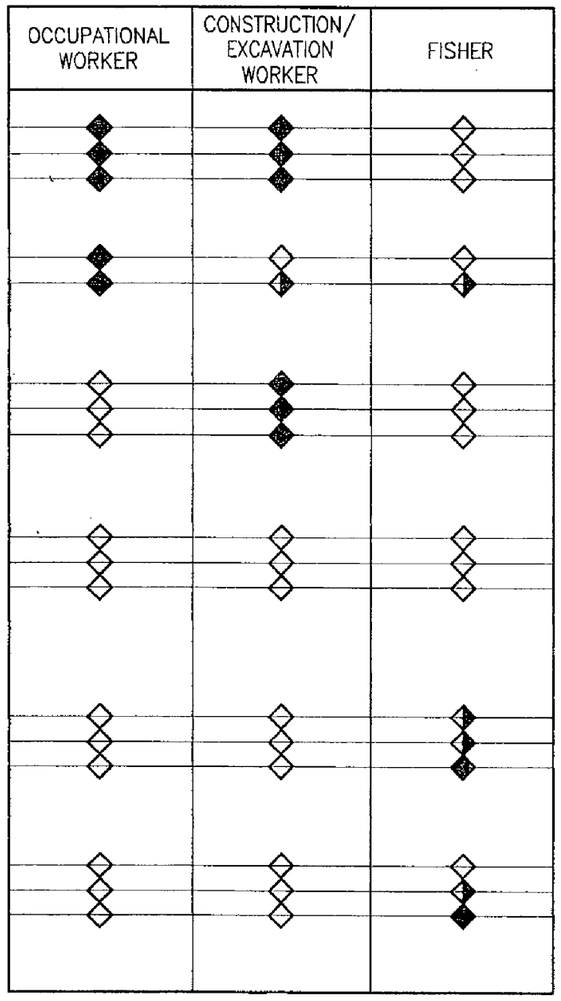


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Figure 3
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL HUMAN EXPOSURE PATHWAYS

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LAYOUT: 1

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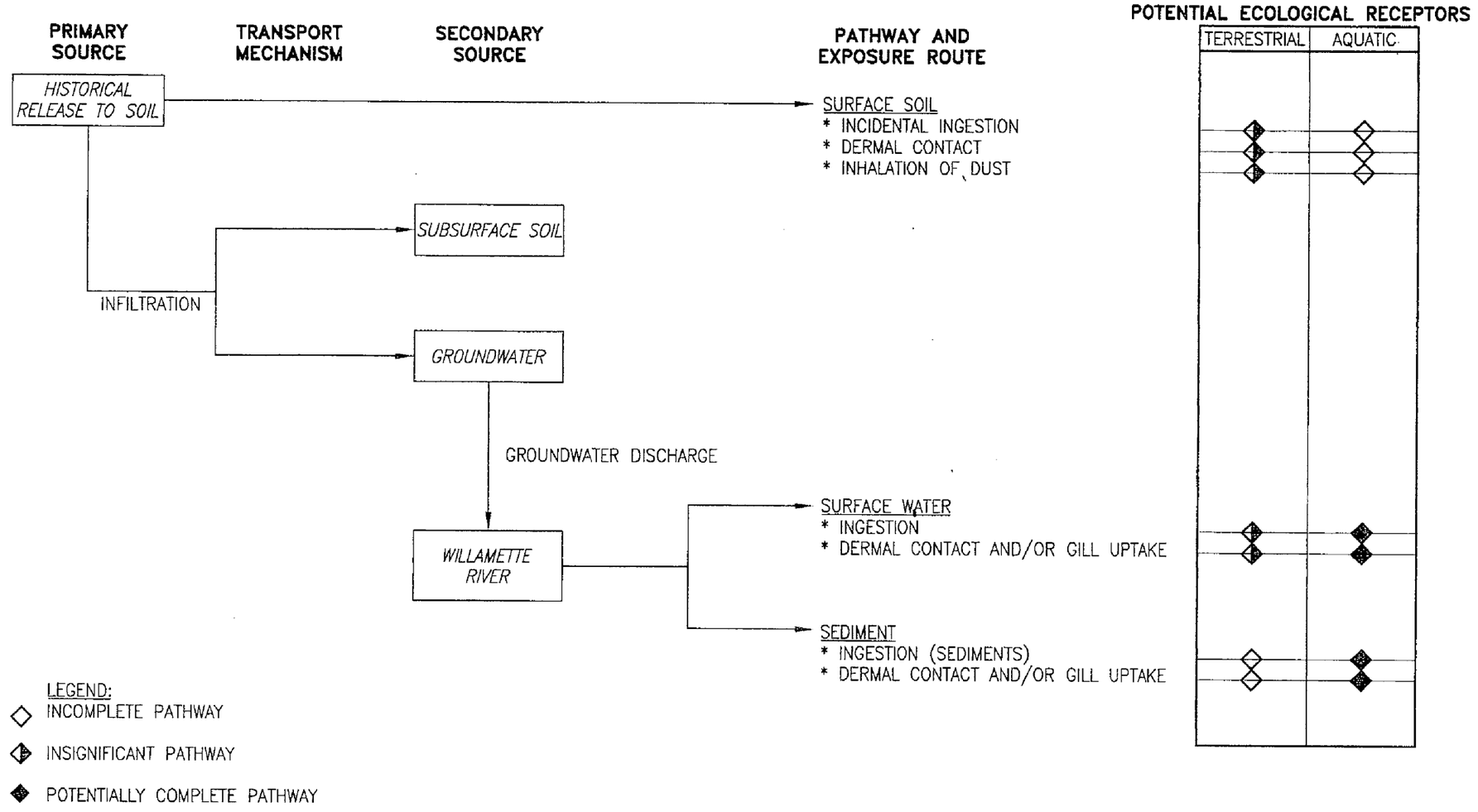

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Figure 4
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL ECOLOGICAL EXPOSURE PATHWAYS

LAYOUT: 2

AAD | Marine Finance environmental

Carol Keddy

F : Anna St. john [astjohn@mfainc.org]

Sent: Thursday, August 12, 2004 3:16 PM

To: Scott Burgess; Dee Burch

Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader)); Anna St. john

Subject: Draft Technical Memo, Marine Finance Corporation Property

Good Afternoon: I've attached the draft memo, tables and figures for your review. After your approval, we'll submit it to DEQ. The results of the screening suggest that benzo(a)pyrene (that's a polycyclic aromatic hydrocarbon, Scott – I know you like those) concentrations in soil in localized areas of the site pose a risk to occupational workers. Arsenic also poses a risk. We could collect more data that likely would allow us to eliminate this risk or we could prepare a soil management plan as a condition of the PPA and not collect additional data. Regarding another potential exposure pathway, soil concentrations could adversely impact aquatic receptors if soil migrated to sediment and surface water. Additional data will not change the results of the screening. A source control measure likely will need to be implemented. Groundwater is fine. We did not want to recommend a scope of work until DEQ has a chance to review the memo. We would like them to conclude that no additional work is necessary, and that it is sufficient to include a Soil Management Plan and Source Control Measure for nearshore soil as elements of the PPA. Call/email questions

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MEMORANDUM

TO: Mark Pugh: Oregon Department of Environmental Quality DATE: August 12, 2004

FROM: Jeffrey Peterson, PhD; Anna St. John, RG; and Madi Novak PROJECT: 0100.01.01

RE: Screening-Level Risk Evaluation for Soil and Groundwater, Marine Finance Corporation Property, Portland, Oregon

On behalf of Advanced American Construction Properties, LLC (AACP), Maul Foster and Alongi, Inc. (MFA) has prepared this Technical Memorandum (Memorandum) summarizing results of previous environmental investigations performed at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon (see Figure 1). AACP is currently negotiating a Prospective Purchaser's Agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, this Memorandum evaluates existing site assessment data and identifies environmental media, locations, and chemicals that may require further investigation to define risks that contaminants may pose to human health and the environment. The elements for the Memorandum were discussed with the DEQ during a meeting on August 2, 2004, and outlined in an August 2, 2004, technical memorandum. DEQ approved the elements of the Memorandum via electronic mail on August 3, 2004.

This Memorandum evaluates only contaminants that have been detected in soil and groundwater of the upland part of the site. It is our understanding that potential sediment contamination in the adjacent Willamette River will be addressed separately, and the PPA for the property will focus on the upland part of the site.

Based on the results of the preliminary risk screening, the costs and benefits associated with implementing a program to manage contaminants in soil should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure (e.g., capping of nearshore soil). Because the benefits of additional investigations are uncertain, it is more protective and cost-effective to manage soil based on preliminary risk assessment findings, instead of performing additional assessment.

BACKGROUND

This section provides a brief description of background information such as site setting, site history, and current and reasonably likely future beneficial uses of land and water. The background information provides the conceptual foundation for the risk evaluation. More detailed descriptions of relevant background information are presented in the Phase One Environmental Assessment Report (PBS Environmental [PBSE], 1993), the Preliminary Assessment and Expanded Preliminary Assessment Work Plan (Jacobs Engineering Group, Inc. [Jacobs], 2000a), the Expanded Preliminary Assessment

Data Report (XPA) (Jacobs, 2000b), and the Phase II Environmental Site Assessment (Phase II ESA) (GeoDesign, Inc. [GeoDesign], 2003).

Site Description

The MFC site includes approximately 9.7 acres of land along the west bank of the Willamette River in Portland, Oregon (see Figure 1). The St. Johns Bridge passes over the site, and approximately two-thirds of the property is located north of the bridge (see Figure 2). The property is flat to gently sloping toward the river. The site is located in section 11, township 1N, range 1W, Willamette Meridian.

Presently the site is used for temporary equipment storage for painting of the St. Johns bridge and tug boat moorage and operations. Structures at the site include two metal Quonset huts, a wood-frame modular office building, a small trailer house, a small wooden shed, and a floating-home builder's dock, as well as a gangway and docks leased by a tug boat company, Hendren Tow Boat. The actively used areas of the site have limited vegetative cover and consist mostly of gravel. A riprap-armored embankment is located adjacent to the river.

Site History

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since the 1920s or earlier, the site has been used by various marine construction and tow boat/barge companies (PBSE, 1993). Metal salvage operations occurred at the site in the 1980s and 1990s. Also, three underground storage tanks (USTs) were removed from the site in 1988. These USTs were used to store diesel and gasoline, and may have been used to supply fuel to river vessels.

Previous Investigations

In 1997, the U.S. Environmental Protection Agency (USEPA) conducted a study of sediments of the Lower Willamette River (USEPA, 1998). As part of this study, a subsurface sediment sample was collected adjacent to the subject site, and surface sediment samples were collected both upstream and downstream of the site. Concentrations of several chemicals were elevated above apparent baseline values for the Portland Harbor in the sediment sample collected adjacent to the site. Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site.

In August 2000, Jacobs (a contractor for the DEQ) began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, 13 soil samples, and two surface water samples. Samples were collected at locations where contaminants may have been released, based on information regarding historical site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and butyltins.

Jacobs (2000b) reported that TPH was detected in surface soil at most sample locations. Also, Jacobs noted that concentrations of several metals were elevated above natural background levels in soil at several locations. Two VOCs were detected in surface soil samples, but none was detected in subsurface soil. Several SVOCs were detected in both surface and subsurface soil. PCBs were not detected in any soil sample. Tri-n-butyltin (TBT) was observed in soil at several locations. Also, several chemicals were detected in groundwater grab samples at concentrations above the respective USEPA Region 9 Preliminary Remediation Goals (PRGs) for tap water (Jacobs, 2000b).

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland part of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately six locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately ten locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign began a phased investigation of soil and groundwater to address the assessment tasks identified by the DEQ.

The Phase II ESA report presented analytical results of subsurface soil samples and the first round of groundwater monitoring (GeoDesign, 2003). It was reported that diesel- and heavy-oil-range hydrocarbons were detected in two of the eight subsurface soil samples analyzed. Reported concentrations were below the DEQ's Level 1 Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs; and 2-chlorotoluene was detected in one of the samples. Eleven subsurface soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), and several PAHs were detected in soil samples. Of the metals analyzed in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG (GeoDesign, 2003).

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. The initial groundwater monitoring event was performed in April 2003 (GeoDesign, 2003). The highest detected concentration of total arsenic in groundwater was above the tap water PRG, and the highest total lead concentration in groundwater was above a potentially applicable DEQ Risk-Based Concentration (RBC). Several PAHs were detected at concentrations below potentially relevant RBCs and PRGs. VOCs were not detected in groundwater samples (GeoDesign, 2003).

GeoDesign conducted additional groundwater sampling events in July 2003 and April 2004. Also, surface soil samples were collected in August 2003. These additional soil and groundwater sample results were not included in a report, but are presented and evaluated in this Memorandum.

Chemicals of Interest

Based on findings of the above investigations, the chemicals of interest (COIs) in soil include metals, TPH, PAHs, VOCs, and butyltins. COIs for groundwater include metals and PAHs.

Geology and Hydrogeology

The geology of the region is characterized generally by a broad structural depression or basin bordered by the Cascade Mountains on the east and the Coast Range Mountains on the west (Jacobs, 2000b). Geologic formations in the basin are also folded and dissected by a number of northwest-trending faults. The Tualatin Mountains form a northwest-trending anticlinal ridge that is faulted along its eastern flank by the Portland Hills fault. The Willamette River flows along the base of the eastern side of the Tualatin Mountains. A number of additional faults are located approximately parallel or perpendicular to the Portland Hills fault and are mapped along or near the Tualatin Mountains. An inferred graben is identified immediately southeast of the site.

The site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material appears to be present from ground surface to approximately 18 to 23 feet below ground surface (bgs). Wood chips were noted in at least two boreholes at the contact between presumed fill and native material (Jacobs, 2000b). Also, aerial photographs from 1938 and 1940 and from 1961 and 1972 indicate that a significant amount of fill material was added to the site during both of these periods (Jacobs 2000a).

Terrace deposits unconformably overlie alluvium of the Willamette River basin. These deposits are of Pleistocene age and are composed of indistinguishable, unconsolidated, stratified sand and silt. The race deposits at the site are approximately 10 feet thick, while the alluvium deposits are known to have a maximum thickness of 100 feet. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale Formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale Formation ranges from zero to more than 1,100 feet.

Groundwater is approximately 7 to 24 feet bgs, depending on location and season based on static water-levels measured in on-site monitoring wells (Table 1). In May 2003, the hydraulic gradient was east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (GeoDesign, 2003).

Beneficial Uses of Land and Water

One of the first steps in risk assessment is identification of the mechanisms by which human and ecological receptors may be exposed to site-related chemicals. In order to define relevant exposure pathways, it is important to understand how land and water are used at a site and how they are likely to be used in the future. The current and reasonably likely future beneficial uses of land and water at and near the site are discussed below.

The site currently is used to support commercial and industrial operations, and has been used as a mmercial/industrial property since at least the 1920s (PBSE, 1993). No residences are present on the site, and with the possible exception of a private dwelling located on the site in the 1930s, the site has

not been used to support residential developments in the recent past. Riverfront properties near the site are used for industrial purposes. Land west of St. Helens road near the site is a mix of residential, commercial, industrial, and recreational properties (Jacobs, 2000a).

It is likely that the property will continue to be used for commercial and industrial purposes in the foreseeable future. The site has been used historically and is used currently for commercial and industrial purposes, and neighboring riverfront properties also are used for these purposes. In addition, the prospective purchaser (AACP) is planning to use the site for commercial/industrial purposes. It is unlikely that the site will support residences in the foreseeable future.

Groundwater beneath the site is not being used as a source of drinking water (Jacobs, 2000a). On-site facilities are currently supplied with municipal water. It appears that the site has been supplied with municipal water since the 1920s (PBSE, 1993).

Based on water use information in Jacobs (2000a), 52 water wells are located within a 1-square-mile area around the site. Three of these wells were identified as water supply wells, and one of the water supply wells was listed as abandoned. The two wells that are presumed to be active are located upgradient of the site. Results of the well search indicate that groundwater near the site is not being used for irrigation, industrial, engineering, or livestock-watering purposes. Also, there is no trend to indicate that consumptive uses of groundwater are increasing near the site.

Shallow groundwater at the site may discharge to the Willamette River. The Willamette River supports a number of highly valued aquatic organisms, and groundwater contributions to aquatic habitats in the river is an important beneficial use. Current surface water uses of the Willamette River in the region include aesthetic quality, recreation (including recreational and subsistence fishing), transportation, wetlands, fishing and hunting, , and fish and wildlife habitat (including anadromous fish passage).

In summary, it appears unlikely that shallow groundwater at the site will be used as a water supply source for domestic, agricultural, or industrial purposes in the foreseeable future. Municipal water is reliable and relatively inexpensive, and is likely to remain the sole water source for the site in the near future. The most important beneficial use of groundwater at the site appears to be possible discharge to the Willamette River.

Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary CSM is to identify potential pathways by which human and ecological receptors may be exposed to site-related chemicals. The processes by which these receptors may be impacted by site-related chemicals are then investigated and evaluated. Potential exposure scenarios that involve human receptors are presented in Figure 3, and those involving ecological receptors are presented in Figure 4. The CSM for the site is discussed below.

Concentrations of several metals in surface soil samples appear to be elevated above background levels (Jacobs, 2000b). Metals may have been released on the surface as a result of historical metal salvage operations at the site.

Based on visual observations of stained surface soil and the results of TPH analyses, it appears that surface releases of petroleum products have occurred at the site. There also have been documented subsurface releases of petroleum products from the former USTs (Jacobs, 2000a).

The primary mechanisms that affect transport and fate of released petroleum products include leaching to groundwater, volatilization from soil or groundwater to air, advection and dispersion in groundwater, sorption to the soil matrix, and natural degradation processes. Similar processes structure the fate of metals in the environment, although volatilization is insignificant for most metals. Also, the fate of metals in soil and groundwater can be strongly determined by reduction/oxidation conditions and pH. The relative importance of these various processes in structuring the dynamics of contaminant fate and transport vary, depending on the chemical and physical properties of a released contaminant. The properties of soil and the dynamics of groundwater flow also shape contaminant fate and transport.

Precipitation that falls on the site can percolate through the vadose zone, and it is possible that chemicals with relatively high solubility may leach from soil to pore water. Also, when the water table rises and interacts with chemicals sorbed to soil, some may partition into groundwater. Once in groundwater, dissolved contaminants may be transported by diffusion and advection in groundwater horizontally away from the original source. Dispersion, retardation, and biodegradation may act to reduce dissolved concentrations of chemicals in groundwater downgradient of the source area.

Some volatile contaminants that are either adsorbed to soil or dissolved in groundwater may volatilize to soil pore spaces. Chemical vapors in pore spaces may eventually migrate through the soil matrix and enter outdoor air. Once in outdoor air, mixing with ambient air is expected to reduce airborne chemical concentrations rapidly and substantially. If buildings are located over soil or groundwater that has been contaminated with volatile chemicals, it is possible that vapors may eventually enter indoor air by penetrating cracks in a building floor or foundation.

Petroleum hydrocarbons and metals have been detected in surface soil (less than 3 feet bgs) at several locations. It is assumed that workers (occupational, construction, and excavation) can have direct contact with chemicals in surface soil. Direct contact exposure routes include incidental soil ingestion, inhalation of vapors or particulates, and dermal contact with soil.

The vadose zone is the relatively unsaturated layer of soil that lies above the water table. Soil at or below the water table is assumed to be saturated. Over most of the site, the lower extent of the vadose zone is at least 12 feet bgs (see Table 1). It is assumed that there are three pathways by which on-site workers could have direct or indirect exposure to chemicals found in subsurface vadose zone soil. First, it is assumed that volatile chemicals in the vadose zone could migrate through the soil matrix and enter outdoor air where they could then be inhaled by outdoor workers. Also, vapors from chemicals in the vadose zone could possibly migrate to the foundation of a building, penetrate the building through cracks in the foundation, and enter indoor air where they could then be inhaled by indoor workers.

Finally, it is assumed that construction and excavation workers could expose and contact chemicals in subsurface soil. However, it should be noted that very few volatile chemicals have been detected in soil, and most COIs for the site do not have properties that would allow for significant vapor phase migration to indoor or outdoor air.

Groundwater at the site is not used for drinking purposes. It is assumed that on-site workers could be exposed to volatile hydrocarbons that migrate from groundwater to indoor or outdoor air. Because the depth to groundwater over most of the site is below the depth of most excavations (approximately 10 feet bgs), it is unlikely that potential future excavations at the site would extend to groundwater. Also, in the unlikely event that an excavation were developed below the water table, Occupational Safety and Health Administration rules require that excavations be dewatered before worker entry. As a result, it is unlikely that future excavation workers could have substantial direct contact with chemicals in groundwater.

The DEQ soil RBCs and USEPA Region 9 PRGs for the leaching to groundwater pathway do not appear to be relevant compliance conditions for the site. These soil screening values are estimated using models that simulate partitioning of chemicals from soil to groundwater, and they are designed to protect groundwater that is used for drinking purposes. As mentioned previously, shallow groundwater is not used for drinking purposes at the site. Also, empirical data regarding groundwater quality are available to evaluate risks associated with exposure to impacted groundwater. As a result, model estimates that predict chemical concentrations in groundwater are not necessary for the risk evaluation because actual groundwater quality data can be used for this purpose.

It is unlikely that terrestrial ecological receptors could have significant exposure to site-related chemicals in soil. The site is an active commercial/industrial facility with no significant terrestrial ecological habitats. Also, it is unlikely that the site will be developed to support natural habitats in the future. Commercial and industrial activities at the site are expected to limit wildlife foraging activities that could lead to exposure to chemicals in soil.

Stormwater runoff and other processes could possibly transport chemicals in surface soil to the adjacent Willamette River where particles could eventually settle as sediment. Sediment-dwelling biota could then contact chemicals in sediment. Also, waterborne chemicals in groundwater could be transported to the Willamette River. If shallow groundwater discharges to the river, sediment-dwelling biota could be exposed to chemicals in sediment pore water. Upon groundwater discharge to the river, mixing with ambient surface water is expected to substantially reduce waterborne concentrations of site-related chemicals. However, it is possible that relatively pelagic aquatic species could be exposed to chemicals in surface water of the river.

In summary, the primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface soil.

- Commercial/Industrial workers may have indirect exposure to volatile chemicals that migrate from soil or groundwater to indoor or outdoor air.
- Excavation and construction workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface and subsurface soil.
- Sediment-dwelling biota may contact chemicals that migrate from soil via overland flow to sediment of the Willamette River.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.

SCREENING LEVEL RISK ASSESSMENT

To identify media and contaminants that may require additional investigation, a screening-level risk evaluation was performed. Available analytical results from upland soil, groundwater, and surface water samples were assembled into tables. These results were compared to relevant risk-based screening concentrations for the above exposure scenarios. Screening assessment methods and findings are described below.

Data Evaluation

Analytical results used in this screening level risk evaluation were from the following sources: the XPA (Jacobs, 2000b), the Phase II ESA (GeoDesign, 2003), and supplemental surface soil and groundwater data from GeoDesign that had not been included in a written report. The previously unreported data included results of groundwater sampling events performed in July 2003 and April 2004 and results of surface soil samples collected in August 2003. The sources for sample results are summarized in Table 2. The analytical program for each sample and comments on data quality are also included in Table 2.

Soil and groundwater samples were collected from locations that have the potential to be impacted by contaminants of interest (e.g., a former drum storage area, a former warehouse, near former USTs, in areas where soil staining was noted, and downgradient areas). Surface water samples were collected from a seep pool and stand pipe downgradient of potentially impacted areas. Groundwater samples were collected from wells installed close to the shoreline to assess shallow groundwater contaminants potentially discharging to the Willamette River. Sample locations are depicted in Figure 2. In general, soils were analyzed for TPH, VOCs, PAHs, metals, and butyltins, and water samples were analyzed for VOCs, SVOCs, and metals.

Groundwater samples collected in April 2003 were analyzed for total metals. Samples collected in July 2003 and April 2003 were analyzed for dissolved metals.

The receipt and reduction of the analytical data for each source are described below.

- Phase II ESA and supplemental surface soil and groundwater data were received as data table summaries in electronic worksheets from GeoDesign. MFA updated the presentation of the data (e.g., changed ND<0.500 to 0.500 U) but did not change any values or qualifiers. The data include detections and reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

- XPA data were received as data table summaries generated by Jacobs in hardcopy format. The data were entered into an electronic worksheet by MFA. The data table summaries did not include reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

The quality of the data either is unknown or has not been verified by MFA. Table 2 elaborates on the status of data quality for each group of samples.

Risk Screening Methods

Concentrations of COIs in soil, groundwater, and surface water are compared with relevant risk-based screening concentrations for each potential exposure scenario. The risk-based screening values are conservative estimates of threshold concentrations for adverse effects, given long-term exposure to contaminated environmental media. Various risk-based screening values have been calculated using target risk levels that are consistent with DEQ's acceptable risk levels. If concentrations of a COI are below the relevant risk-based screening value for a particular exposure scenario, it is inferred that the chemical will not pose unacceptable risks to the target receptor. If concentrations of a COI are greater than a relevant risk-based screening value, it is inferred that the chemical has the potential to pose unacceptable risks and should be further evaluated.

Soil

To evaluate potential risks that workers might experience if they were exposed to metals or TBT in surface and subsurface soil, concentrations of these COIs were compared to USEPA Region 9 PRGs protective of industrial workers (USEPA, 2002a). The USEPA PRGs for carcinogens have a target risk level of one in a million (10^{-6}) excess cancer risk, and the target risk level for noncarcinogens is a hazard quotient of one. These PRGs consider incidental soil ingestion, inhalation of windborne soil particulates, and dermal contact with soil. Most metals are not volatile at ambient temperatures, and volatilization to indoor and outdoor air are considered insignificant exposure pathways. The PRGs for metals are presented in Tables 3 and 6, and the PRG for TBT is presented in Tables 5 and 8.

Based on site history and descriptions of soil sampling locations (Jacobs, 2000a; GeoDesign, 2003), it is likely that most of the detected TPH and PAHs originated from petroleum releases. Therefore, generic RBCs from the DEQ's Risk-Based Decision Making for the Remediation of Petroleum-Contaminated Sites (DEQ, 2003) were used to evaluate TPH and PAHs in soil.

DEQ RBCs for TPH and PAHs in surface and subsurface soil are presented in Tables 4 and 7, respectively. The RBCs for occupational, construction, and excavation workers are based direct contact

exposure routes such as incidental soil ingestion, inhalation of vapors or particulates, and dermal contact. Most of the petroleum constituents detected in soil at the site do not have chemical and physical properties that would cause them to volatilize and migrate in the vapor phase to indoor or outdoor air under natural conditions. Because these COIs cannot pose unacceptable risks through these indirect exposure scenarios (i.e., vapor migration), no generic RBCs have been listed by the DEQ (2003), and the pathways are not included in Tables 4 and 7.

No DEQ RBCs were available for the three VOCs detected in either surface or subsurface soil. Concentrations of these VOCs were compared with USEPA Region 9 industrial worker PRGs for soil (Tables 4 and 7).

To evaluate the potential for COIs in soil to migrate to Willamette River sediment at levels that may pose unacceptable risks to sediment-dwelling biota, concentrations in surface soil were compared with probable effect concentrations (PECs) for sediment (Tables 2 and 4). Comparison of soil concentrations to sediment PECs has been used to evaluate the potential for soil to impact sediment at other sites in Portland Harbor. A PEC is the concentration of a chemical in sediment that is associated with adverse effects in sediment toxicity tests. For a variety of reasons, some PECs are better predictors of chemical toxicity than others (MacDonald et al., 2000). For the purposes of this evaluation, only consensus-based PECs that were classified as reliable indicators of sediment toxicity (see MacDonald et al., 2000; Ingersoll et al., 2000) were used as soil screening values. Unlike many other PECs, reliable consensus-ed PECs have been demonstrated to correctly predict the toxicity of chemicals in over 75 percent of the sediment samples evaluated (see MacDonald et al., 2000; Ingersoll et al., 2000).

PAHs are the primary soil COIs that could migrate to sediment and potentially bioaccumulate in the aquatic food chain. In general, PAHs are metabolized by vertebrates (i.e., fish, birds, mammals) and tend not to accumulate in tissues. However, some PAHs can bioaccumulate from sediment into tissues of some aquatic invertebrates, and fish or other consumers of aquatic biota may contact PAHs through their diets. Consistent with the approach used at other sites, DEQ screening level values (SLVs) for bioaccumulative PAHs in sediment were also used to evaluate the soil-to-sediment migration pathway (Table 4). The only PAH in soil for which a sediment bioaccumulation SLV was available was benzo(a)pyrene (DEQ, 2001).

The process for evaluating the linkages between concentrations of COIs in soil and potential risks that chemicals may pose to aquatic biota exposed to sediment is conservative and involves several sources of uncertainty. A number of factors are expected to reduce concentrations of COIs as they migrate in stormwater runoff from soil to sediment (e.g., mixing with ambient soil or sediment). Also, the media containing a COI may affect chemical toxicity. For example, the toxicity of sediment to benthic invertebrates is largely a function of the concentrations of chemicals in sediment pore water. Many benthic organisms receive a substantial portion of their total exposure through gill uptake of COIs that have partitioned into sediment pore water. A similar process is unlikely to be an important indicator of the toxicity of chemicals in soil (e.g., chemical partitioning into the voids in a soil matrix).

reliable PEC was available for TBT. To evaluate whether TBT in surface soil can migrate to the Willamette River at unacceptable levels, soil concentrations were compared to the apparent baseline

concentration of TBT in sediment of the Lower Willamette River (USEPA, 1998). Surface soil concentrations were also compared to the DEQ bioaccumulation SLV for TBT in sediment (DEQ, 2001).

Groundwater

It is unlikely that human or ecological receptors can directly contact site-related COIs in groundwater. However, if COIs were to migrate in groundwater and discharge to the Willamette river, benthic organisms could contact these chemicals in sediment pore water at the groundwater/surface water interface, and other aquatic organisms could contact COIs in surface water. Also, it is assumed that if COIs were to migrate to surface water, they could bioaccumulate in fish tissues, and recreational fishers could contact these chemicals if they consumed fish harvested near the site.

To evaluate COIs in groundwater, it was assumed that aquatic organisms (including harvestable fish) would have long-term exposure to concentrations observed in groundwater. As a result, concentrations of COIs in groundwater were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Groundwater screening values for metals are presented in Table 9, and those for organic COIs are presented in Table 10.

r a variety of reasons, the groundwater risk evaluation is conservative and is likely to overestimate potential risks. First, concentrations of site-related contaminants in groundwater are expected to attenuate along the flow path from the chemical source to the Willamette River. If shallow groundwater discharges to the Willamette River, concentrations at the discharge boundary are expected to be lower than those measured in upland monitoring wells. Also, mixing with ambient water of the river either at or below the sediment/water interface is expected to cause a substantial decline in waterborne concentrations of COIs. As a result, actual human or aquatic receptors are likely to experience COI concentrations well below those observed in groundwater.

Surface Water

As reported in the XPA (Jacobs, 2000b), a surface water sample was collected from each of two small surface water features at the site. No VOCs or SVOCs were reported above method reporting limits (MRLs) in surface water samples (Jacobs, 2000b). However, several metals were detected in surface water. For the purposes of this risk screening evaluation, it is assumed that aquatic organisms (including harvestable fish) would have long-term exposure to metals observed in surface water. Concentrations of metals in surface water samples were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Surface water screening values for metals are presented in Table 11.

Results

sults of the screening level risk evaluation for surface soil, subsurface soil, and groundwater are iscussed below.

Surface Soil

As shown in Table 3, USEPA Region 9 industrial soil PRGs were available for 19 of the 23 chemicals evaluated in surface soil. With the exception of arsenic, concentrations of all metals in surface soil were below relevant PRGs. With the possible exception of arsenic, concentrations of metals in surface soil are not expected to pose unacceptable risks to human health.

Arsenic concentrations in 19 of the 21 surface soil samples were above the USEPA industrial soil PRG (Table 2). However, naturally occurring concentrations of arsenic in soil over much of western North America are above this PRG (USEPA, 2002a). The median concentration of arsenic in the 21 surface soil samples collected at the site is 4.1 milligrams per kilogram (mg/kg) (see Table 3). As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), the median concentration of arsenic in surface soil at the site is within the range of naturally occurring arsenic in soil at other locations in the region. Much of the soil at the site comprises fill material that may have been brought in from several different locations. It is possible that natural arsenic levels in fill material can differ depending on source location. Because of the heterogeneous nature of soil at the site, it may require a relatively large set of soil data to characterize "natural" levels of arsenic in surface soil with sufficient accuracy to distinguish potential anthropogenic arsenic contributions from natural levels.

Overall, there is little evidence to suggest that metals in surface soil may migrate to the Willamette River concentrations that may pose unacceptable risks to sediment-dwelling biota. The concentration of copper in soil from sample location SS-9 was 270 mg/kg and above the reliable consensus-based PEC of 149 mg/kg for copper (see Table 3). Also, the concentration of lead in soil from sample location SS-21 was 136 mg/kg, which is slightly above the PEC of 128 mg/kg (see Table 3).

The concentrations of diesel-range petroleum hydrocarbons in surface soil are below generic RBCs for TPH as diesel (see Table 4). Also, TPH concentrations are below the estimated residual saturation concentration (a level that may indicate the presence of mobile product) of 10,000 mg/kg (DEQ, 2003). Although no attempt was made to formally score the site using DEQ's Soil Matrix standards, it is most likely that the Level 2 Soil Matrix Cleanup Levels would be applicable. The Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination is 500 mg/kg. The concentration of TPH as diesel in the soil from sample location SS-6 was above this soil matrix concentration, and heavy-oil-range TPH concentrations in soil samples from SS-6 and SS-12 exceeded the soil matrix level.

The composition of heavy oil petroleum products is variable, and the DEQ has not developed generic RBCs for heavy-oil-range petroleum hydrocarbon mixtures (DEQ, 2003). Instead, at sites requiring a risk evaluation for heavy-oil-range hydrocarbons, site-specific RBCs may be developed using TPH fraction data. The composition of the petroleum product can be characterized using the method for determining extractable petroleum hydrocarbon fractions, and with these composition data, a product-specific RBC can be developed (DEQ, 2003). The lack of heavy-oil-range hydrocarbon fraction information is a data gap for the site. However, the generic RBCs for TPH as diesel assume a fresh sel formulation (DEQ, 2003), and fresh diesel is likely to be more toxic than most heavy-oil-range petroleum products. The heavy-oil-range TPH concentrations are below generic RBCs for diesel.

Eighteen PAHs were detected surface soil samples collected at the site (see Table 4). DEQ RBCs were available for 13 PAHs. With the exception of benzo(a)pyrene, the maximum detected concentrations of all PAHs in surface soil were below relevant DEQ RBCs (see Table 4). Concentrations of benzo(a)pyrene in soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above the DEQ RBC for occupational workers.

Reliable consensus-based PECs were available for six of the 18 PAHs detected in surface soil (see Table 4). The maximum detected concentrations of all PAHs were below relevant PECs. However, PAHs almost always occur in soil and sediment as a complex mixture of covarying compounds. To evaluate the toxicity of PAH mixtures, the mixture is often expressed as the sum of the concentrations of individual PAHs (total PAHs), and sediment toxicity is predicted based on comparisons with sediment quality guidelines for total PAHs (MacDonald et al., 2000). As shown in Table 4, concentrations of total PAHs in all surface soil samples were below the reliable consensus-based PEC. Therefore, it is inferred that PAHs in surface soil are unlikely to migrate to sediment of the Willamette River at concentrations that may cause adverse effects to sediment-dwelling biota.

If PAHs in soil were to migrate to sediment, some of these chemicals could accumulate in the tissues of benthic invertebrates. Fish that prey on these invertebrates could ingest PAHs that have accumulated in tissues of prey organisms. Of the PAHs detected in soil at the site, a DEQ bioaccumulation SLV was available for only benzo(a)pyrene. Concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV of 100 micrograms per kilogram (µg/kg) at the following surface soil sample locations: SS-7, SS-12, SS-15, SS-16, SS-17, SS-18, SS-20, and SS-21 (see Table 4).

Two VOCs (acetone and trichlorofluoromethane) were detected in surface soil at the site (see Table 4). Acetone was reported in soil from SS-6 at a concentration of 66 µg/kg, and the concentration of trichlorofluoromethane in the sample from SS-9 was 10 µg/kg. The USEPA Region 9 industrial soil PRGs for acetone and trichlorofluoromethane are 6,000 mg/kg and 2,000 mg/kg, respectively (USEPA, 2002a). Because concentrations of both VOCs are several orders of magnitude below PRGs, it is inferred that VOCs in soil are unlikely to pose unacceptable risks to on-site workers.

Butyltins were detected in several surface soil samples (see Table 5). Butyltins are likely associated with fill material dredged from the Willamette River. The maximum detected concentration of TBT in surface soil was 120 µg/kg. The USEPA Region 9 industrial soil PRG for tributyltin oxide is 180 mg/kg (USEPA, 2002a). Because the maximum detected concentration of TBT is several orders of magnitude below the PRG, the chemical is not expected to pose unacceptable risks to on-site workers. Although no reliable PEC is available for TBT, the apparent baseline concentration of TBT in sediment of the Lower Willamette River is approximately 300 µg/kg (USEPA, 1998). Also, the DEQ bioaccumulation SLV for TBT in sediment is 190 µg/kg (DEQ, 2001). The maximum detected concentration of TBT in soil is below both of these values, and it is unlikely that TBT in soil can migrate to sediment of the Willamette River at concentrations that may pose unacceptable risks to aquatic biota.

Subsurface Soil

As with surface soil, USEPA Region 9 PRGs were available for 19 of the 23 chemicals evaluated in subsurface soil (see Table 6). Again, only arsenic was detected in subsurface soil at concentrations above the soil PRG (see Table 6). Concentrations of arsenic in subsurface soil appear to be consistent with naturally occurring arsenic levels in soil of the region. As a result, it is unlikely that concentrations of metals in subsurface soil could pose unacceptable risks to potential human receptors at the site.

The maximum detected concentration of diesel-range petroleum hydrocarbons in subsurface soil (490 mg/kg) is below relevant generic RBCs (see Table 7). Heavy-oil-range petroleum hydrocarbons were detected in subsurface soil from sample location SB-4 at a concentration of 1,100 mg/kg, and this concentration is above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination of 500 mg/kg (see Table 7). As discussed previously, no generic RBCs are available for heavy-oil-range petroleum hydrocarbon mixtures.

A total of 12 PAHs were detected in subsurface soil at the site (see Table 7). DEQ RBCs were available for ten of these PAHs. Concentrations of all PAHs in subsurface soil were below relevant DEQ RBCs (see Table 7). As a result, PAHs in subsurface soil are unlikely to pose unacceptable risks to potential human receptors.

Chlorotoluene was detected in subsurface soil from sample location B-2 at a concentration of 266 µg/kg (see Table 7). The USEPA Region 9 industrial soil PRG for o-chlorotoluene (a synonym for 2-chlorotoluene) is 560 mg/kg (USEPA, 2002a). Because the detected concentration of 2-chlorotoluene is several orders of magnitude lower than the PRG, it is unlikely that VOCs in subsurface soil could pose unacceptable risks to on-site workers.

Butyltins were detected at relatively low levels in soil from sample location SB-5, but the concentration of TBT in this sample was below the MRL and below the soil PRG (see Table 8). No PRGs were available for the butyltins that were detected in the sample (USEPA, 2002a).

Groundwater

The six on-site groundwater monitoring wells were sampled on three occasions: April 2003, July 2003, and April 2004. Shallow groundwater elevations in western Oregon are typically highest near the end of the seasonal rainy period in the spring, and lowest in the fall, following the summer drought. Groundwater elevations at the site appear to be consistent with this general pattern (see Table 1), and it appears that at least one sampling event has been performed during general periods of seasonal high and low groundwater elevations.

Groundwater samples collected during the first monitoring event (April 2003) were analyzed for total metals, and samples from the second and third events (July 2003 and April 2004) were analyzed for dissolved metals. As mentioned previously, the receptors most likely to eventually contact site-related metals in groundwater would be benthic or aquatic organisms in sediment or surface water of the Willamette River. The primary route of exposure for aquatic organisms is gill uptake of dissolved

metals, and as a result, ambient water quality criteria have been established for the dissolved form of metals (USEPA, 2002b). Presumably it was recognized that dissolved metals concentrations in groundwater would be more appropriate for evaluating potential risks to aquatic biota, and this consideration led to the change in metals analyses after the first sampling event.

As shown in Table 9, twelve metals were detected in groundwater in either the total or dissolved phase. DEQ aquatic biota SLVs were available for all of these metals, and USEPA human health water quality criteria for consumption of aquatic organisms were available for six of the detected metals.

Concentrations of total arsenic in groundwater samples collected in April 2003 from monitoring wells MW-2, MW-3, MW-4, and MW-5 were above the USEPA water quality criterion for fish ingestion (see Table 9). It appears that a substantial portion of the arsenic detected in these groundwater samples was associated with particulates because subsequent concentrations of dissolved arsenic in these monitoring wells were much lower. Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. However, the MRL was also above this water quality criterion (see Table 9).

It appears unlikely that significant site-related arsenic is leaching to shallow groundwater. As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), arsenic levels in groundwater at the site are consistent with naturally occurring groundwater concentrations at other locations in the region. Also, oDesign submitted the surface soil sample from SS-15 (the sample with the highest concentration of arsenic in soil at the site) for analysis of leachable arsenic using USEPA Method 1311/6000/7000 Series, and the result was a nondetection with a reporting limit of 0.1 mg/L.

Concentrations of total chromium, copper, lead, mercury, silver, and zinc in the groundwater sample collected from MW-4 in April 2003 were above relevant DEQ SLVs (see Table 9). Also, the concentration of total silver in the sample collected during the same monitoring event from MW-2 was above the DEQ SLV. Dissolved concentrations of each of these metals were below relevant DEQ SLVs in groundwater samples collected in July 2003 and April 2004 from all monitoring wells. However, it should be noted that the MRL for waterborne silver was above the DEQ SLV. It is most likely that concentrations of total metals exceeded DEQ SLVs due to particulates in the groundwater samples (GeoDesign, 2003). The dissolved form of these metals is bioavailable to aquatic biota and is the form most likely to migrate in groundwater to the Willamette River. With the exception of arsenic, concentrations of dissolved metals are below relevant screening values, and both aquatic biota and human consumers of fish near the site are unlikely to experience unacceptable risks if groundwater discharges to the river.

A total of eight PAHs were detected in groundwater samples collected at the site (see Table 10). DEQ aquatic SLVs were available for five PAHs, and human health water quality criteria for consumption of aquatic organisms were also available for five PAHs. No relevant screening value was available for benzo(ghi)perylene. The concentration of chrysene in the groundwater sample collected from MW-4 in April 2003 was above the water quality criterion for fish ingestion. As discussed above, total ıcentrations of several metals in this sample were also elevated, and it is possible that this particular ɔample had an unusual number of suspended particles. Chrysene was not detected in groundwater

samples from MW-4 in subsequent sampling events, and this PAH was not detected in samples from other on-site monitoring wells (see Table 10). However, the MRLs for chrysene were above the water quality criterion for fish ingestion (see Table 10). Given that chrysene was reported only in one sample from a single groundwater monitoring well, it appears unlikely that the nature and extent of chrysene impacts to groundwater are sufficient to cause unacceptable risks to people that may ingest fish caught in the Willamette River near the site. Waterborne chrysene concentrations at the point where aquatic biota may be exposed to the chemical are expected to be substantially reduced relative to concentrations in groundwater due to natural attenuation processes and mixing with ambient river water.

Surface Water

With the exception of barium, the concentrations of metals in the small surface water features at the site are below DEQ aquatic biota SLVs and human health water quality criteria for consumption of aquatic organisms (see Table 11). Barium occurs naturally in soil and water of the region, and it is possible that barium is present at natural levels in these surface water features. Although it is unlikely that the small surface water features at the site support significant natural aquatic communities, COIs in surface water are unlikely to cause adverse effects to aquatic organisms that may visit these features.

Risk Summary

COIs reported in environmental samples at concentrations above risk-based screening concentrations for potential exposure scenarios are as follows:

- Concentrations of arsenic in almost all surface and subsurface soil samples were above USEPA Region 9 industrial soil PRGs. It is unknown whether some of the arsenic in surface soil resulted from an on-site release. However, concentrations of arsenic in soil at the site are consistent with naturally occurring concentrations in soil at other locations in the region.

- The concentration of copper in surface soil from sample location SS-9 and the concentration of lead in soil from sample location SS-21 were above their respective sediment PECs.

- Heavy-oil-range TPH concentrations were above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination in surface soil samples from SS-6 and SS-12, and in the subsurface soil sample from SB-4. No DEQ RBCs are available for heavy-oil-range TPH.

- Concentrations of benzo(a)pyrene in surface soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above both the DEQ RBC for occupational workers and the DEQ sediment bioaccumulation SLV. Also, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV at sample locations SS-15, SS-17, SS-18, and SS-20.

- Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. Also, the concentration of chrysene in the groundwater sample collected from MW-4 in April

2003 was above the water quality criterion for fish ingestion. The concentrations of arsenic in groundwater are consistent with naturally-occurring groundwater concentrations at other locations in the region.

CONCLUSIONS

With a few possible exceptions, it appears that sufficient data have been collected at the site to characterize the nature and extent of contamination and to estimate risks associated with potential exposure to site-related chemicals. Based on these preliminary risk estimates, a soil management plan appears to be necessary to prevent workers from contacting chemicals in soil in some locations and a source control measure (e.g., cap and/or stormwater management system) appears to be necessary to prevent chemicals from migrating to sediment of the Willamette River. These preliminary risk estimates are based on conservative exposure assumptions that may not reflect actual exposure conditions at the site and consequently may overestimate the actual risk to potential human and ecological receptors. In several cases, additional data collection and analysis may improve risk estimates and potentially change risk management decisions for some locations.

Available evidence suggests that it is unlikely that site-related chemicals in groundwater could migrate to surface water or sediment of the Willamette River at concentrations that could pose unacceptable risks to aquatic biota or humans that catch and consume aquatic organisms near the site. No risk management actions are necessary for groundwater, and no further investigation of groundwater is necessary at this time.

Based on preliminary risk estimates, occupational workers could experience unacceptable risks if they were to have long-term exposure to benzo(a)pyrene in surface soil near the northeastern and central parts of the site. However, in reality, workers are unlikely to constrain exposure activities to just the locations with elevated concentrations of benzo(a)pyrene. The preliminary risk estimate could be improved if it were assumed that workers move over the entire site and the 90% upper confidence limit about the sitewide mean concentration of benzo(a)pyrene in soil is used as an exposure point concentration. Because not all of the original sample results were available when this Memorandum was prepared (i.e., reporting limits for soil samples collected in August 2000), a statistical estimate of the exposure point concentration was not performed.

The concentrations of benzo(a)pyrene in surface soil samples collected at various locations over most of the site are greater than the DEQ bioaccumulation SLV. Also, copper and lead have been detected above sediment PECs in surface soil. At other sites in the Portland Harbor, these types of risk screening results have been used to infer that contaminants in soil may migrate via stormwater runoff to the Willamette River at concentrations that may pose unacceptable risks to aquatic organisms. In fact, it is unknown whether chemicals in soil at the site are actually migrating to the river at levels that could pose unacceptable risks.

It is unknown whether arsenic releases have occurred at the site, but arsenic concentrations in soil are similar to naturally occurring concentrations in the region. Given that soil at the site comprises fill from

several different locations, it may take a considerable sampling effort to characterize naturally occurring arsenic concentrations and identify locations where arsenic may be elevated above natural levels.

The costs and benefits associated with implementing a program to manage contaminants in soil based on findings of the preliminary risk evaluation should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. The scope of work for any potential additional investigations would be developed in collaboration with the DEQ. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure. Because the benefits of additional investigations are uncertain, it may be more cost-effective to manage soil based on preliminary risk assessment findings, if additional assessment costs are high.

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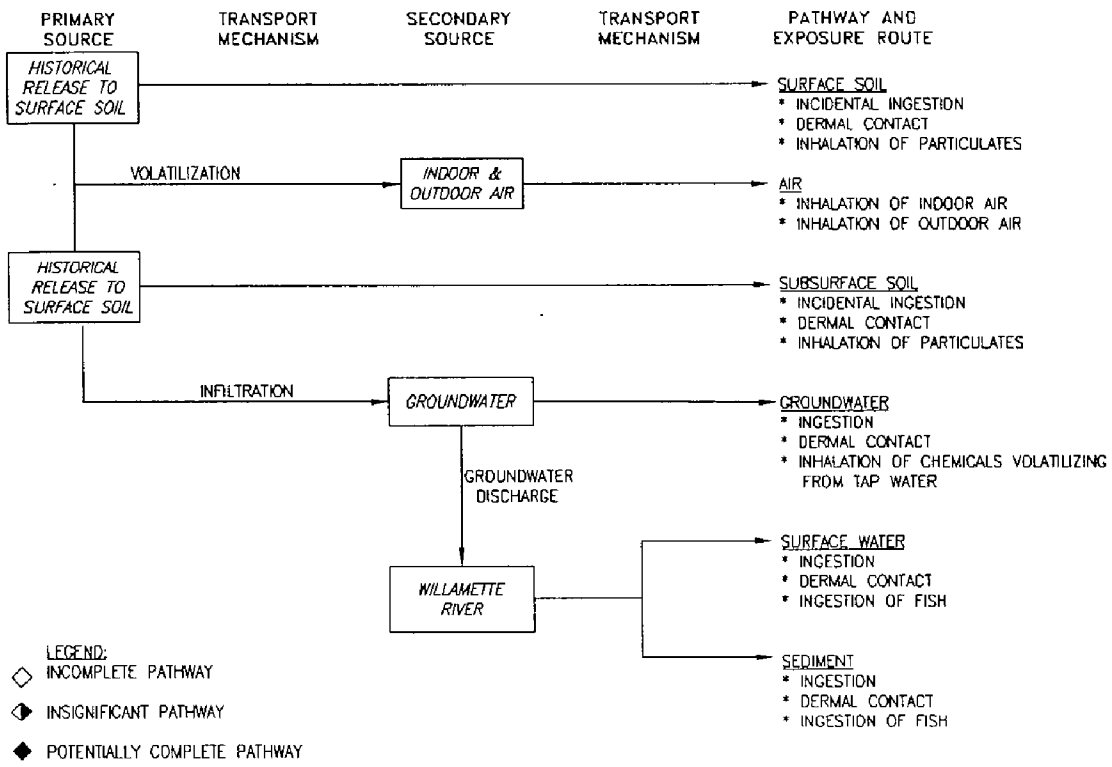

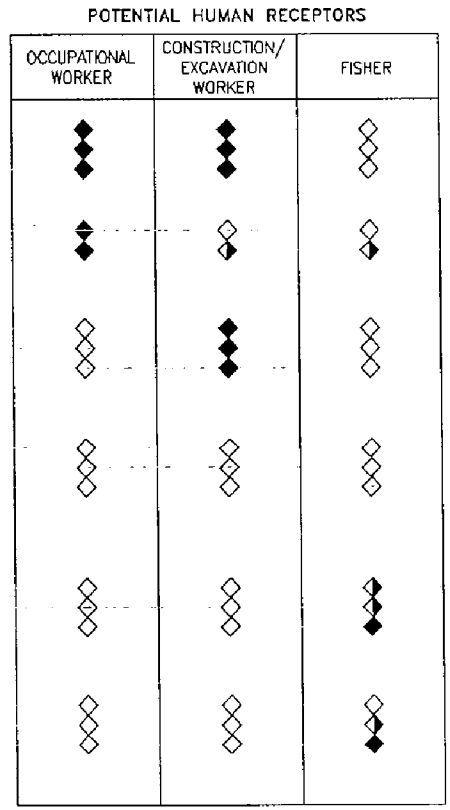

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Figure 3
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL
OF POTENTIAL HUMAN EXPOSURE PATHWAYS

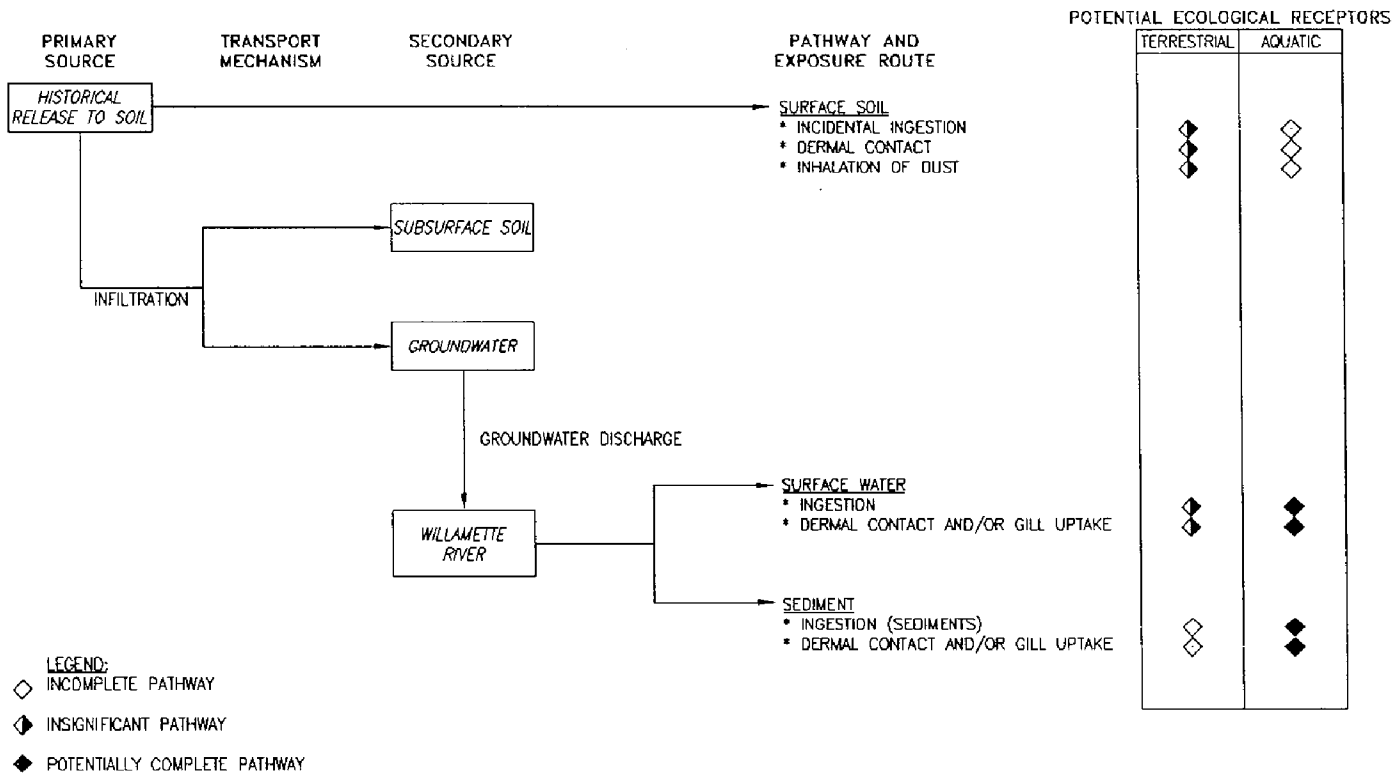

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Figure 4
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL ECOLOGICAL EXPOSURE PATHWAYS

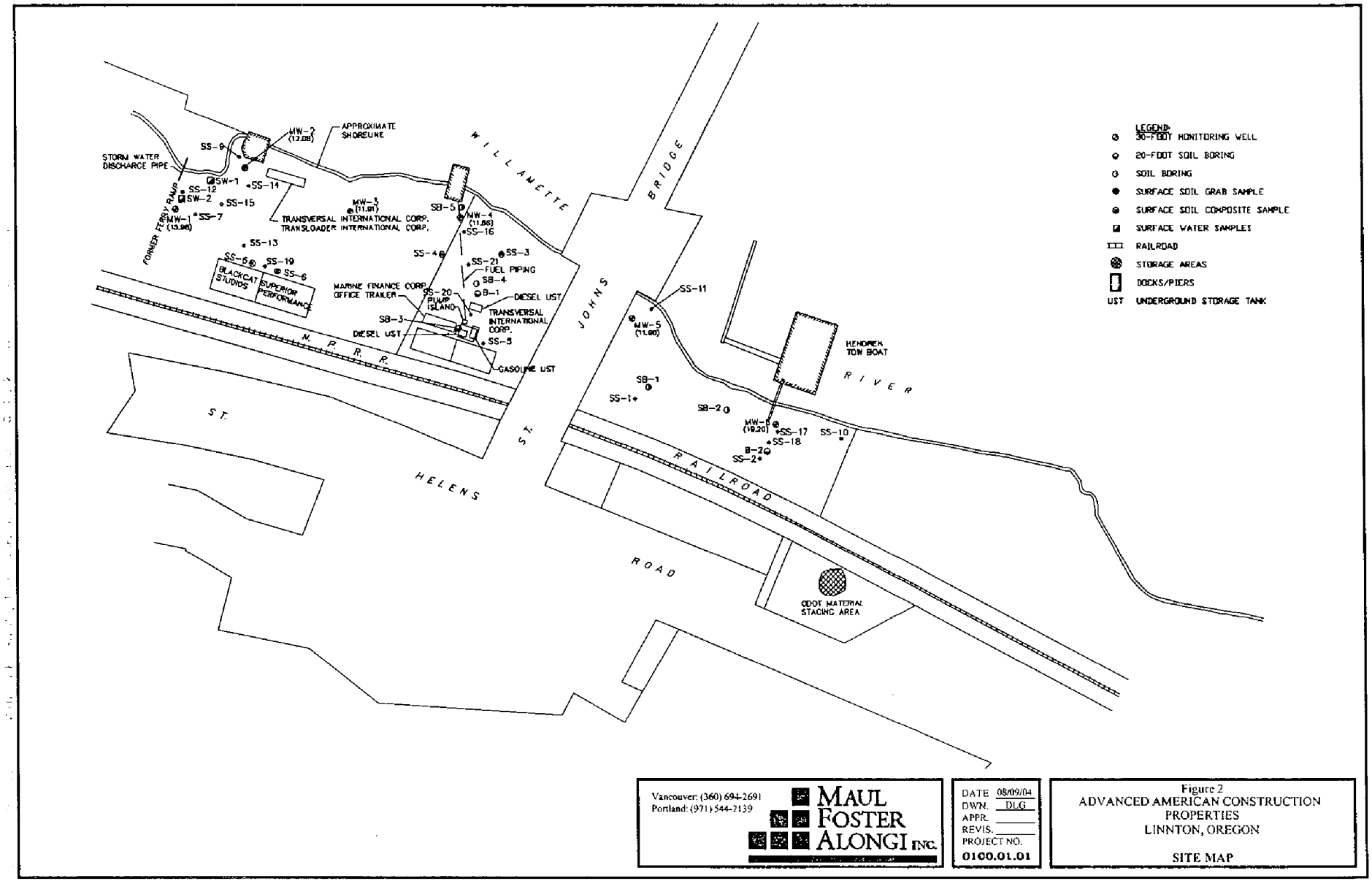

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Figure 2
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

SITE MAP

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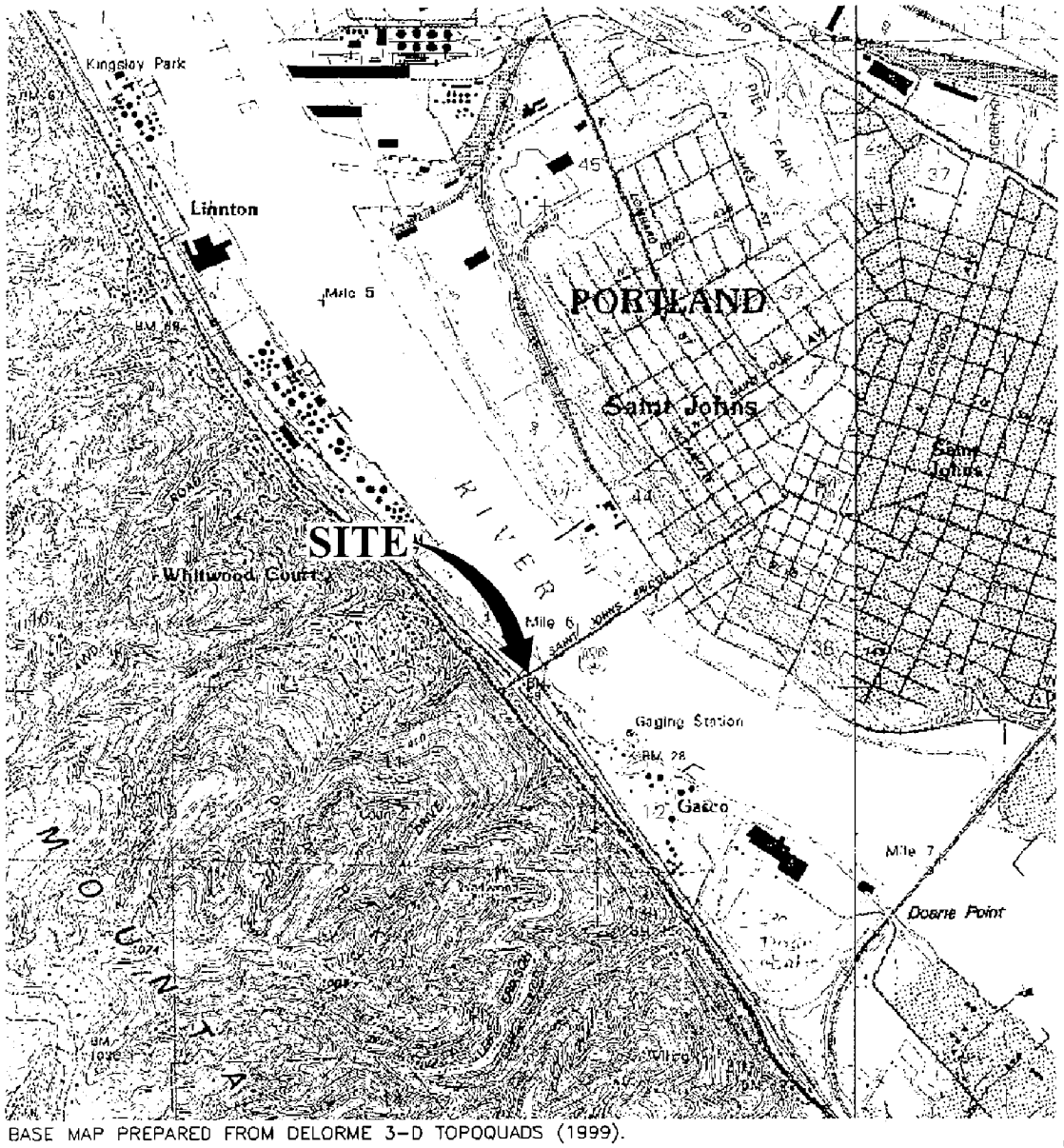

BASE MAP PREPARED FROM DELORME 3-D TOPOQUADS (1999).

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Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

VICINITY MAP

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Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.5 U	2.42	NA	0.38	0.37 U	NA	13.2
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	8.99	2.27	NA	0.38	5.39	NA	16.4
MW-1 (8-9)	03/21/03	8-9	NA	0.5 U	1.66	NA	0.74	1.95 U	NA	22.9
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.31 U	2.31	NA	0.43 U	0.43 U	NA	14.2
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.33 U	2.91	NA	0.4 U	0.4 U	NA	13.2
MW-4 (18-19)	03/21/03	18-19	NA	0.35 U	2.67	NA	0.3	0.29 U	NA	11.3
MW-5 (22-23)	03/21/03	22-23	NA	0.4 U	1.76	NA	0.39 U	0.39 U	NA	19.2
MW-6 (13-15)	03/21/03	13-15	NA	0.33 U	1.97	NA	0.41 U	0.41 U	NA	15.9
SB-1	8/11/2000	6-8	12,500	4.2 U	3.1	111	0.3 B	0.1 U	4,420	15.6
SB-2	8/11/2000	14-16	9,470	4.39 U	3.2	74.6	0.3 B	0.1 U	3,890	11.7
SB-5	8/11/2000	18-19	10,300	4.58 U	3.3	86.6	0.3 B	0.1 U	4,100	13.6
Screening Criteria										
Background			52,300	NV	6	NV	2	1	NV	27
EPA Region 9 PRGs (Industrial)			100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Cobalt mg/kg	Copper mg/kg	Iron mg/kg	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg
B-1 (8-10)	03/24/03	8-10	NA	15.9	NA	4.73	NA	NA	0.1 U	17.9
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	17.1	NA	5.82	NA	NA	0.09 U	18.5
MW-1 (8-9)	03/21/03	8-9	NA	18.3	NA	10.5	NA	NA	0.1 U	13.6
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	35.7	NA	4.04	NA	NA	0.09 U	16.9
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	16.8	NA	2.24	NA	NA	0.09 U	17
MW-4 (18-19)	03/21/03	18-19	NA	17.5	NA	7.78	NA	NA	0.18	15.7
MW-5 (22-23)	03/21/03	22-23	NA	20	NA	5.92	NA	NA	0.1 U	23.4
MW-6 (13-15)	03/21/03	13-15	NA	18.6	NA	11.1	NA	NA	0.09 U	21.3
SB-1	8/11/2000	6-8	13.4	15.7	24,200	12.7 B	4,370	316	0.11	20
SB-2	8/11/2000	14-16	12.8	13.1	22,100	3 B	3,500	273	0.01 U	16.4
SB-5	8/11/2000	18-19	12.6	20.1	22,900	19 B	3,460	386	0.1	17.1
Screening Criteria										
Background			NV	34	36,100	17	NV	1,500	0.04	21
EPA Region 9 PRGs (Industrial)			1,900	41,000	100,000	750	NV	19,000	62[f]	20,000[g]

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Potassium mg/kg	Selenium mg/kg		Silver mg/kg		Sodium mg/kg	Thallium mg/kg		Vanadium mg/kg	Zinc mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.37	U	0.50	U	NA	0.5	U	NA	62.8
B-1 (17-18)	03/24/03	17-18	NA	NA		NA		NA	NA		NA	NA
B-2 (7-9)	03/24/03	7-9	NA	0.31	U	0.36	U	NA	0.36	U	NA	92.4
MW-1 (8-9)	03/21/03	8-9	NA	0.32	U	0.50	U	NA	0.5	U	NA	55.8
MW-1 (14-15)	03/21/03	8-9	NA	NA		NA		NA	NA		NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.43	U	0.31	U	NA	0.31	U	NA	63.6
MW-2 (23-25)	03/21/03	18-20	NA	NA		NA		NA	NA		NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.4	U	0.33	U	NA	0.33	U	NA	51
MW-4 (18-19)	03/21/03	18-19	NA	0.29	U	0.35	U	NA	0.35	U	NA	52.8
MW-5 (22-23)	03/21/03	22-23	NA	0.39	U	0.40	U	NA	0.4	U	NA	58.2
MW-6 (13-15)	03/21/03	13-15	NA	0.41	U	0.33	U	NA	0.33	U	NA	52.8
SB-1	8/11/2000	6-8	522	1.1	B	0.8	U	437	0.2	U	65.2	56.5
SB-2	8/11/2000	14-16	521	0.2	U	0.9	U	293	0.2	U	56.5	46.5
SB-5	8/11/2000	18-19	565	1.2	B	0.9	U	304	0.20	U	60.4	80.1
Screening Criteria												
Background			NV	NV		NV		NV	NV		NV	96
EPA Region 9 PRGs (Industrial)			NV	5,100		5,100		NV	67		7,200	100,000

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PPA

AAC001224

105

FIDELITY NAT'L TITLE CO. 01-110979-C

After Recording Return to:

PROSPECTIVE PURCHASER AGREEMENT

DEQ No. 04-08

BETWEEN: Oregon Department of Environmental Quality

AND: Advanced American Construction Properties, LLC

EFFECTIVE DATE: November 16, 2004 (Date of last signature below)

This Agreement is entered between the Oregon Department of Environmental Quality (DEQ) and Advanced American Construction Properties, LLC (Advanced American) pursuant to ORS 465.260 and 465.327. This Agreement contains the following provisions:

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Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A01 25 ATTDS
Total : 141.00

2004-214423 11/24/2004 03:26:47pm

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1. RECITALS

A. The subject property (Property) is located at 8444 N.W. St. Helens Road, Portland, Oregon. The legal description of the Property is set forth as Attachment A to this Agreement. For purposes of the PPA, the Property includes only the area above Ordinary High Water.

B. The Property is used for office trailer storage, warehousing, and houseboat construction. Hendren Tow Boat Company (Hendren) operates a tugboat dock on the Willamette River, accessed via the site, and uses part of the site for parking and equipment storage. Since at least the 1920s, a variety of businesses have operated at the site, including metal salvaging, tow boat/barge operations, and maintenance and construction companies. Many of the businesses supported or were associated with the over-water activities at the site.

C. In January 1998, the US Coast Guard expressed concern about Hendren's waste-handling practices, noting in a spill report the presence of numerous drums of oily rags, antifreeze and other wastes in the upland portion of the site. In September 1999, DEQ's Site Assessment program recommended an expanded Preliminary Assessment (XPA) to assess the nature and extent of contamination at the facility. In January 2000, DEQ began conducting the XPA using a state contractor, but Marine Finance Company requested an opportunity to conduct the XPA itself. DEQ and Marine Finance Company signed a Voluntary Cleanup Agreement in April 2000 under which Marine Finance Company

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agreed to perform the XPA; however, Marine Finance Company failed to perform the required actions.

D. DEQ declared the site an Orphan project in July 2000 after determining that Marine Finance Company was "unwilling" to investigate or clean up the site. In August 2000, DEQ's Orphan contractor collected soil, groundwater and sediment samples at the site. DEQ completed removal of abandoned waste containers, batteries, and drums at the facility in May 2001. The DEQ assessment included collecting six groundwater samples, five Willamette River sediment samples, and 13 soil samples. In general, samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs; except sediments), semi-volatile organics (SVOCs), total organotins (includes tributyltin (TBT)), and polychlorinated biphenyls (PCBs).

E. In general, the XPA indicated that there is not widespread contamination at the site, but a full evaluation of potential impacts to the Willamette River has not been completed. Due to the limited scope of the XPA, DEQ identified additional tasks that need to be completed to fully characterize the site and facilitate completion of an appropriate evaluation. These tasks included 1) collecting additional surface soil samples at approximately 10 locations to better define the lateral extent of surface soil contamination; 2) collecting soil samples at two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, -7, -9) and from the former UST location; and 3) installation and quarterly monitoring (one year minimum) of approximately 6

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monitoring wells across the eastern side of the Property to assess shallow groundwater contaminants potentially discharging to the Willamette River.

F. In 2003, Marine Finance Corporation conducted additional field investigation at the Property without DEQ oversight. The new information was provided to DEQ in an August 2004 memorandum with a screening-level risk evaluation for soil and groundwater prepared on behalf of Advanced American. DEQ has reviewed the new information and has concluded that the required tasks referred to in Paragraph E. above were satisfactorily completed. In September 2004, DEQ noted that upland human health and ecological risk evaluations would be required as well as a source control evaluation for upland soil, groundwater, and surface water to evaluate possible impacts to the river. Advanced American completed a source control evaluation that includes an evaluation of human health and ecological risks in the upland part of the site (including a Level I Scoping Ecological Risk Assessment) and a source control evaluation. The source control evaluation indicated that limited areas of surface soil could present a risk to both occupational site workers through direct contact and the Willamette River through overland soil runoff. Advanced American developed a Source Control Plan to mitigate these pathways. The source control evaluation and the plan (Plan) for mitigating possible impacts to the river are included as Attachment B to this Agreement, which is incorporated herein by reference.

G. Contaminants identified at the Property include petroleum and related compounds, and metals. These contaminants are "hazardous substances" within the

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meaning of ORS 465.200(15). The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200(21), and makes the Property a "facility" within the meaning of ORS 465.200. The site was place on DEQ's Confirmed Release List on March 13, 2003.

H. On June 22, 2004, Advanced American applied to DEQ for entry of this Agreement, and agreed to reimburse DEQ's costs of technical review and approval, and agreement preparation.

I. Advanced American is a limited liability corporation organized under the laws of Oregon and a "person" within the meaning of ORS 465.200(20). According to information provided by Advanced American, Advanced American is not currently liable under ORS 465.255 for the release of hazardous substances existing at the facility as of the date of this Agreement.

J. Advanced American agrees to perform the activities described in Section 2 of this Agreement at its expense. Advanced American's goal is to return the Property to productive use. DEQ has determined that a "substantial public benefit" will result from this Agreement, within the meaning of ORS 465.327 (1)(d).

K. Based upon the information submitted by Advanced American, DEQ has further determined that the proposed development activities at the Property will not contribute to or exacerbate existing contamination, increase health risks, or interfere with remedial measures which may be necessary at the Property.

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L. In determining to enter into this Agreement, DEQ has consulted with the City of Portland and has considered reasonably anticipated future land uses at the Property and surrounding properties.

M. Advanced American recognizes that implementation of remedial measures at the Property in the future might interfere with Advanced American's use of the Property.

2. MEASURES TO BE UNDERTAKEN

A. Within 15 days of closing on the Property, Advanced American will pay to DEQ the sum of $100,000 in partial payment of remedial action costs incurred by DEQ before the effective date of this Agreement. Payment will be made to "DEQ, Hazardous Substances Remedial Action Fund." Upon receipt of payment by DEQ, Advanced American will have no further responsibility for remedial action costs incurred by DEQ before the effective date of this Agreement.

B. Advanced American will work under DEQ oversight and perform the work described in Attachment B at Advanced American's own expense. In general, and without limiting the requirements of Attachment B, Advanced American will:

(1) Implement the source control measures and best management practices outlined in the Plan in Attachment B, including conducting additional soil sampling to verify areas requiring removal to achieve source control objectives, excavation of soil exceeding source control screening criteria, installation of a stormwater management system during site development, and once constructed, quarterly sampling of the

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stormwater management system for one year for analysis of metals, polycyclic aromatic hydrocarbons, and petroleum hydrocarbons.

(2) Advanced American will provide DEQ copies of the proposed storm drain system prior to initiation of installation. After installation of the storm drain system, Advanced American will collect storm water samples on a quarterly basis for one year. One of the four sampling events shall be conducted during the first significant rain following the summer ("first-flush"). Storm water samples shall be analyzed for total petroleum hydrocarbons (TPH), selected metals, and PAHs; and a storm water monitoring report will be submitted to DEQ within 14 days of receipt of the laboratory data. If contaminant concentrations are detected above source control screening criteria, Advanced American will implement best management practices (BMPs) to minimize storm water contaminants. At DEQ's discretion, additional source control measures, such as catch basin cleaning, pavement sweeping, installation of additional pavement, and/or additional soil removal actions may be required.

(3) Advanced American will implement the soil screening, handling and management protocols identified in the Plan during site development if previously unknown, potentially contaminated soil is encountered.

E. Nothing in this Agreement obligates DEQ or the state of Oregon or any of its commissions, agencies, officers or employees to conduct or pay for any actions related to releases at or from the Property, including but not limited to any releases from the Property into the Willamette River.

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F. Advanced American will comply with substantive requirements of all applicable federal, state and local laws and regulations, and shall obtain all necessary permits for the activities described in this Agreement.

G. Advanced American will record and abide by any necessary restrictions on the use of the Property as described in Subsections 2.K and 3.C. below. Such use restrictions may include without limitation restrictions on the use of groundwater, restrictions on land use, restrictions on the location of structures on the property, restrictions on the use of the Property for residential purposes, and cap maintenance requirements.

H. Upon satisfactory completion of actions under 2.B. above by Advanced American, DEQ will provide a written notice that such measures have been completed. When DEQ determines that the Property meets DEQ's requirements for a No Further Action determination, DEQ will issue such a determination. Advanced American may request such a determination at any time that Advanced American reasonably believes the Property meets DEQ's requirements for a No Further Action determination. Advanced American agrees that it will pay DEQ's costs incurred in making any No Further Action determination, including but not limited to costs for reviewing documents and analytical reports, preparing the determination, and providing public notice. If DEQ issues a determination of No Further Action or Certificate of Completion for the Property, such determination or Certificate shall serve as notice of completion of the remedial measures required under 2.B.

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I. Any development, construction, or other use of the Property shall be consistent with and shall not interfere with investigative or remedial activities necessary at the Property. To ensure such consistency and prevent exacerbation of existing contamination at the Property, Advanced American must notify DEQ before any material physical changes or disturbances are made to any area of the Property that is subject to use restrictions under Section 2.D and 3.C. At DEQ's request, Advanced American must submit for DEQ review and approval, any development, use, and building plans, or other similar and adequate documentation, for the proposed activities before any material changes or disturbances occur to any area of the Property that is subject to such use restrictions. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

J. Advanced American shall require all tenants, employees, authorized and regular users, and other occupants of the Property who perform activities on the Property that might affect the soils, groundwater, other contaminated media, or affect necessary investigative or remedial measures, to also submit development and/or construction plans to Advanced American for review by DEQ, as per Subsection 2.D. of this Agreement. This requirement is necessary to ensure that the actions of others do not exacerbate existing contamination. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

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K. Advanced American shall record and abide by any use restrictions on the Property that DEQ deems necessary to protect human health or the environment. Any such restrictions, pursuant to ORS 465.327(5), shall run with the land.

3. GENERAL PROVISIONS

A. DEQ Oversight

DEQ shall provide review, approval/disapproval, and oversight as described in Section 2 and Paragraph 3.F.(2) of this Agreement. Where DEQ approval is required for any plan or activity under this Agreement, Advanced American shall not proceed to implement the plan or activity until DEQ approval is received. DEQ will make good faith efforts to conduct plan and activity review promptly so that any proposed development activities are not unduly delayed.

B. DEQ Access

(1) Advanced American grants an irrevocable right of entry to DEQ and its authorized representatives to enter and move freely about the Property at all reasonable times for purposes of overseeing implementation of this Agreement, or conducting removal or remedial measures DEQ deems necessary.

(2) Advanced American shall allow DEQ to inspect and copy all records in Advanced American's possession or control relating to measures undertaken at the Property under this Agreement. Advanced American shall preserve all such records for six (6) years after the effective date of this Agreement, and, after such six-year period, shall

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provide DEQ with sixty (60) days notice before destruction or other disposal of such records and make the records available for inspection and copying.

(3) Advanced American may assert a claim of confidentiality regarding any records submitted to or copied by DEQ pursuant to this Agreement. DEQ shall treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 to 192.505. If Advanced American does not make a claim of confidentiality at the time the records are submitted to or copied by DEQ, the records may be made available to the public without notice to Advanced American. DEQ reserves any rights to obtain documents withheld from DEQ as privileged.

C. Use Restrictions

DEQ may impose use restrictions and institutional controls on the Property. Such restrictions would be imposed only as necessary to prevent exposure to contaminated soil, surface water, vapors or groundwater, or to prevent exacerbation of existing contamination. Based on site conditions as of the date of this Agreement, no such restrictions or institutional controls are deemed necessary. If previously unknown contamination is discovered at the property, DEQ may require institutional controls if necessary to protect human health and the environment.

D. Notice

All reports, notices, and other communications required under or relating to this Agreement shall be directed to:

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For DEQ:

Mark Pugh

2020 SW 4th Avenue, #400
Portland, Oregon 97201
Tel: (503) 229-
Fax: (503) 229-6945

For Advanced American:

Advanced American Construction Properties, LLC
415 McLoughlin Blvd./ P.O. Box 1630
Oregon City, Oregon 97045
Tel: (503) 650-8207
Fax: (503) 650-8230

E. DEQ Costs

(1) Advanced American will pay costs incurred to prepare this Agreement, and costs incurred after the effective date of this Agreement by DEQ in connection with the oversight of Advanced American's implementation of this Agreement. Prior to the effective date of this Agreement, Advanced American provided to DEQ a deposit of $8,870 to pay for DEQ costs in preparing this Agreement and for DEQ costs in providing oversight for implementation of this Agreement.

(2) DEQ oversight costs payable by Advanced American shall include both direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs. Indirect costs include general management, support, and program development costs of DEQ and the Land Quality Division allocable to DEQ oversight of this Agreement and not charged as direct site-specific costs. Indirect costs are based on a percentage of direct personal service costs.

(3) As DEQ incurs oversight costs after the effective date of this Agreement, DEQ will draw against the $8,870 deposit described in (1) above. DEQ will submit to

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Advanced American a monthly statement of costs incurred. Advanced American will be responsible for any oversight costs incurred by DEQ in excess of $8,870.

(4) If DEQ oversight costs under this Agreement do not exceed the $8,870 deposit, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs.

F. Dispute Resolution

In the event of any disagreement between DEQ and Advanced American regarding implementation of this Agreement, including but not limited to review and approval of a plan or activity or DEQ costs, DEQ and Advanced American shall, in the following order:

(1) Make a good faith effort to resolve the dispute between project managers;

(2) If necessary, refer the dispute for resolution by the immediate supervisors of the project managers; and

(3) If necessary, provide to each other their respective positions in writing and refer the dispute for resolution to DEQ's Administrator of the Land Quality Division or Northwest Regional Division Administrator, and Advanced American's President or General Manager. DEQ's final decision after such dialogue shall be enforceable in accordance with Subsection 3.H. of this Agreement.

G. Enforcement of Agreement and Reservation of Rights

(1) In the event of any failure of Advanced American to comply with any obligation of this Agreement, DEQ may enforce this Agreement under ORS 465.260(5) or exercise any authority or pursue any claim or cause of action that DEQ might have.

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Advanced American reserves any defenses or counterclaims it might have in the event of such action by DEQ.

(2) Except as provided in Subsections 3.I and 3.J of this Agreement, DEQ and Advanced American reserve any claim or cause of action they respectively have as to any person or entity not a signatory to this Agreement.

(3) Advanced American does not admit any liability or violation of law by virtue of entering this Agreement.

(4) DEQ reserves its authority to perform source control or remedial measures regarding a release of hazardous substances at or from the Property.

H. Waivers

(1) Advanced American waives any claim or cause of action it might have against the State of Oregon arising from contamination at the Property existing as of the date of acquisition of ownership or operation of the Property.

(2) Advanced American waives any right it might have under ORS 465.260(7) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for cost incurred under this Agreement.

I. Hold Harmless and Indemnification

Advanced American shall save and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, agents, and authorized representatives, and indemnify the foregoing, from and against any and all claims arising from acts or omissions related to this Agreement of Advanced American or its officers,

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employees, contractors, agents, receivers, trustees, or assigns. DEQ shall not be considered a party to any contract made by Advanced American or its agents in carrying out activities under this Agreement.

J. Public Notice

(1) Upon execution of this Agreement, DEQ will provide public notice of this Agreement in a local newspaper of general circulation, describing the measures to be undertaken under this Agreement. Copies of the Agreement will be made available to the public. DEQ shall provide Advanced American a draft of such notice and consider any comments by Advanced American on the draft notice, before publication. Advanced American is responsible for the publication costs, if any, of such notice.

(2) Before approval of any remedial action, DEQ will provide public notice and opportunity for comment on the proposed action in accordance with ORS 465.320.

K. Recording

Within thirty (30) days of the date Advanced American receives an ownership interest in the Property, Advanced American shall submit a copy or original of this Agreement (whichever is required by the county) to be recorded in the real property records of Multnomah County, State of Oregon. Advanced American shall provide DEQ with written evidence of such recording within seven (7) days of recording.

L. Transfer of Interest

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Until DEQ issues a No Further Action determination or Certificate of Completion for the Property and Advanced American completes all obligations required under this Agreement, upon transfer of any interest in the Property, or a portion of the Property, from Advanced American to another person or entity, Advanced American shall provide written notice to the DEQ project manager within thirty (30) days of such transfer.

4. RELEASE FROM LIABILITY

A. Subject to the satisfactory performance by Advanced American of its obligations under this Agreement, including compliance and ongoing obligations and institutional controls, Advanced American shall not be liable to the State of Oregon under ORS 465.200 through 465.455 and 465.900 for any release of the hazardous substances described in Section 1 above at the Property existing as of the date of Advanced American's acquisition of its interest in or operation of the Property. Advanced American shall bear the burden of proving that any hazardous substance release existed before the date of acquisition of its interest in or operation of the Property.

B. The release from liability under Subsection 4.A of this Agreement shall not apply to any liability regarding:

(1) A release of hazardous substances at the Property after the date of acquisition of an interest in or operation of the Property;

(2) Contribution to or exacerbation of a release of hazardous substances;

(3) Interference or failure to cooperate with DEQ, or with persons conducting remedial measures under DEQ's oversight at the Property

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(4) Failure to exercise due care or take reasonable precautions with respect to any hazardous substance at the Property;

(5) Violation of federal, state, or local law regarding hazardous substances;

(6) Any ownership, operation, or release of hazardous substances at the Property by Advanced American before the effective date of this Agreement;

(7) Any ownership, operation, or other ground of liability of Advanced American for a release of hazardous substances at an off-site location affecting the Property; and

(8) Any matters as to which the State of Oregon is owed indemnification under Subsection 3.I of this Agreement.

C. Neither the release of liability in subsection 4.A. nor any other provision of this Agreement constitutes or shall be construed as an obligation by the state of Oregon, or any commission, agency, officer or employee thereof to indemnify, defend or hold harmless any person, including without limitation Advanced American, for costs or expenses arising from or related in any way to the Property, a release of hazardous substances at, to, or from the property, or this Agreement.

5. PARTIES BOUND

A. This Agreement shall be binding on the signatories and their respective commissions, agencies, officers, assigns, successors, employees, contractors, agents, and authorized representatives. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Agreement. No change in

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ownership or corporate or partnership status relating to the Property shall in any way alter Advanced American's obligations under this Agreement, unless approved otherwise in writing by DEQ.

B. The benefits and burdens of this Agreement shall run with the land; however, the release from liability set forth in Subsection 4.A of this Agreement shall limit or otherwise affect the liability only of persons who are not potentially liable under ORS 465.255 for a release of hazardous substances at the Property as of the date of that person's acquisition of ownership or operation of the Property and who assume and are bound by the terms of this Agreement applicable to the Property as of the date of their acquisition of ownership or operation of the Property.

6. EFFECTIVE DATE

This Agreement shall be effective upon signature by both parties and when Advanced American receives an ownership interest in the Property.

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7. SIGNATURES

AAC001242

Marvin D. Burch Date: 11/11/04

Marvin D. Burch
President
Advanced American Construction Properties, LLC.

STATE OF OREGON COUNTY OF CLACKAMAS

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of November, 2004 by Marvin D. Burch in his capacity as President of Advanced American Construction Properties, LLC

OFFICIAL SEAL
LISA J. ROSE
NOTARY PUBLIC-OREGON
COMMISSION NO. 340448
MY COMMISSION EXPIRES NOV. 16, 2004

Lisa J. Rose

NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/04

Alan Kiphut Date: 11/16/04

Alan Kiphut, Administrator
Land Quality Division
Oregon Department of Environmental Quality

STATE OF OREGON COUNTY OF MULTNOMAH

SUBSCRIBED AND SWORN TO BEFORE ME this 16th day of NOVEMBER, 2004 by, Alan Kiphut in his capacity as Administrator of the Land Quality Division, Oregon Department of Environmental Quality.

Denise Roth

NOTARY PUBLIC FOR OREGON
My Commission expires: 8-18-07

DENISE ROTH

OFFICIAL SEAL
DENISE ROTH
NOTARY PUBLIC-OREGON
COMMISSION NO. 371694
MY COMMISSION EXPIRES AUG. 18, 2007

ATTACHMENT A

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline

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of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3706.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18" E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

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Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

AAC001246

Fidelity National Title Company of Oregon

500, 600, 700

Map # 1N1W11DA 101, 100

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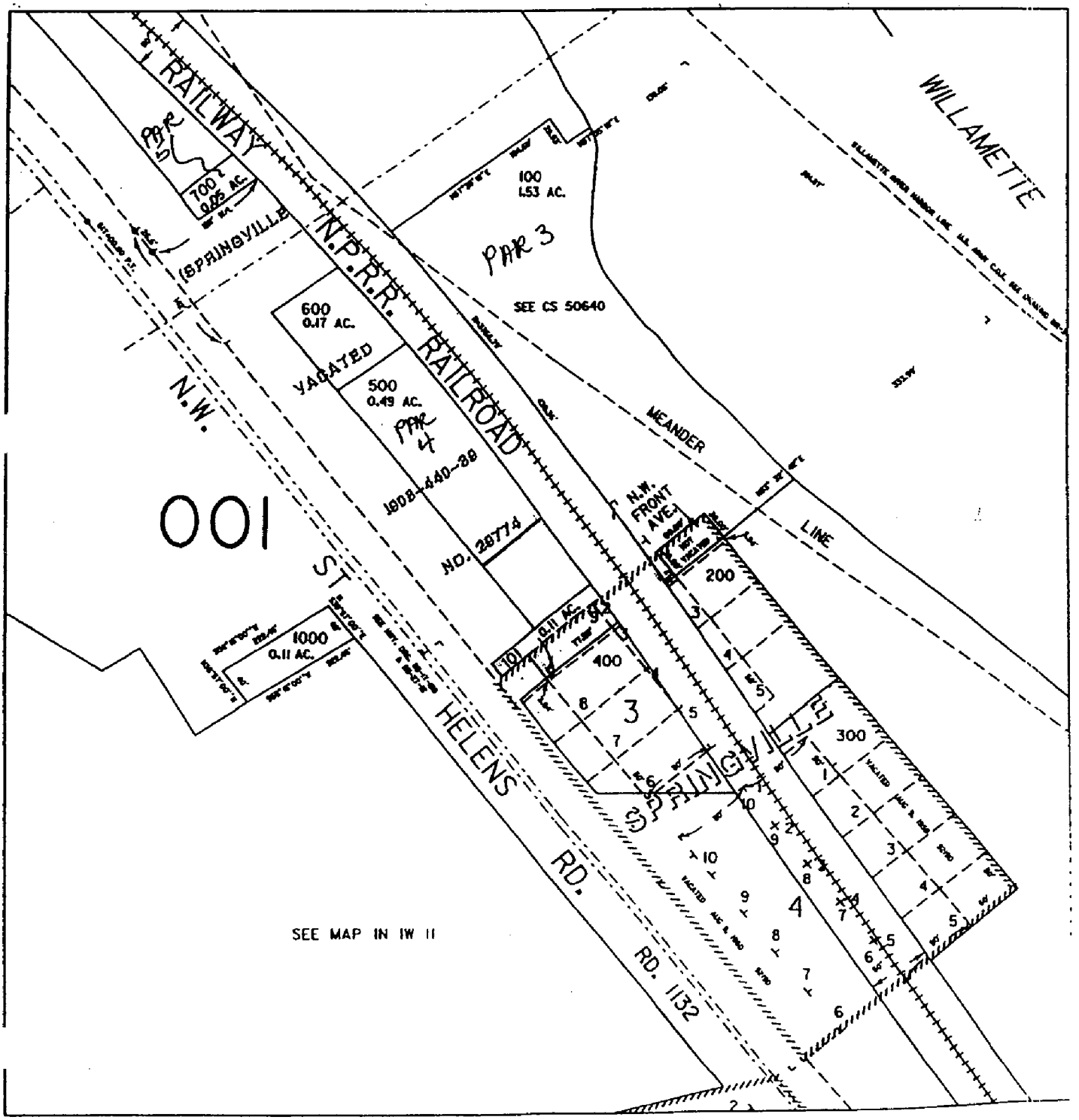
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



AAC001247

Fidelity National Title Company of Oregon

Map # 1N1W11 500, 600, 700

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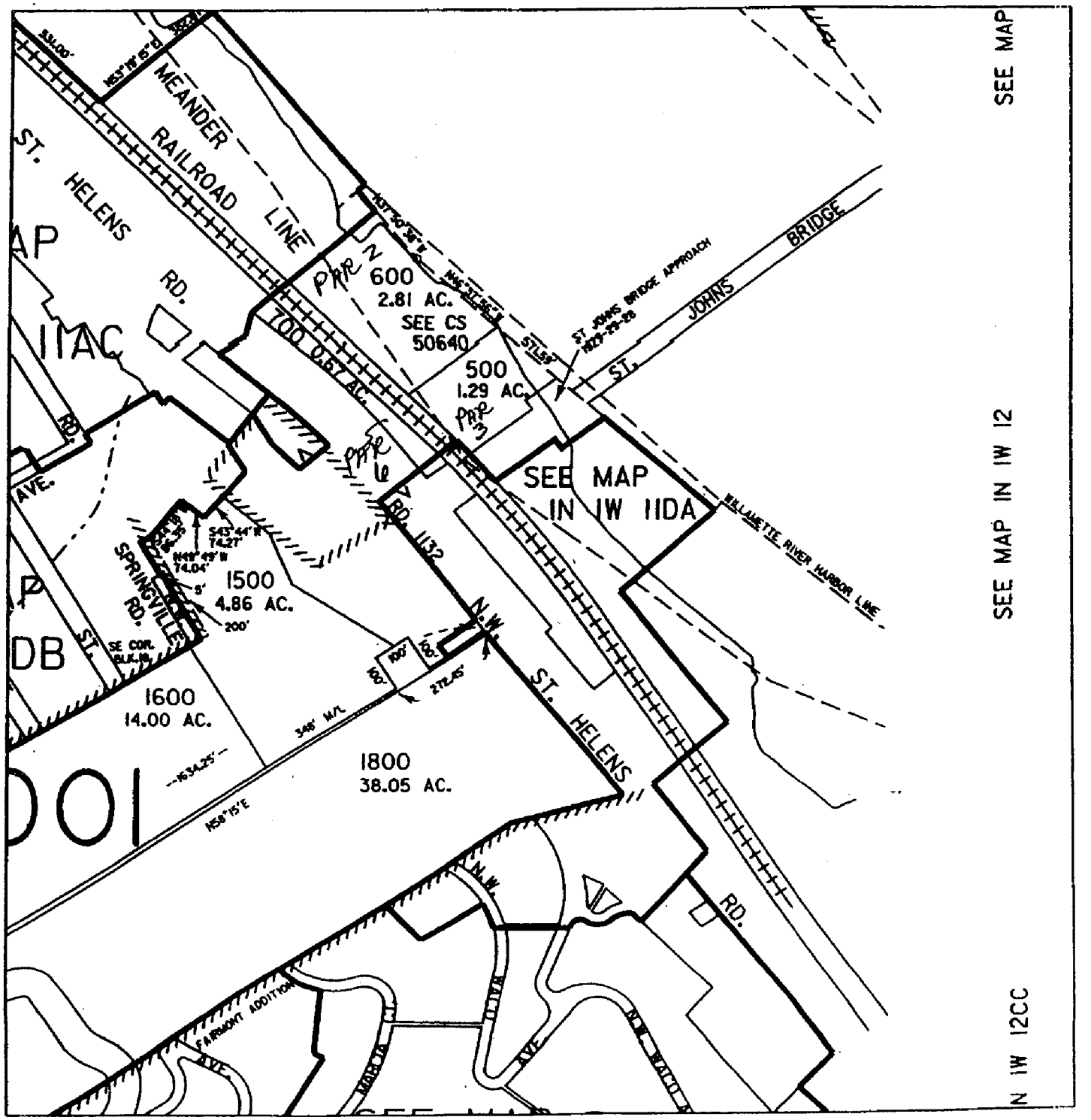
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



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Fidelity National Title Company of Oregon

Map # 1N1W11AC 300

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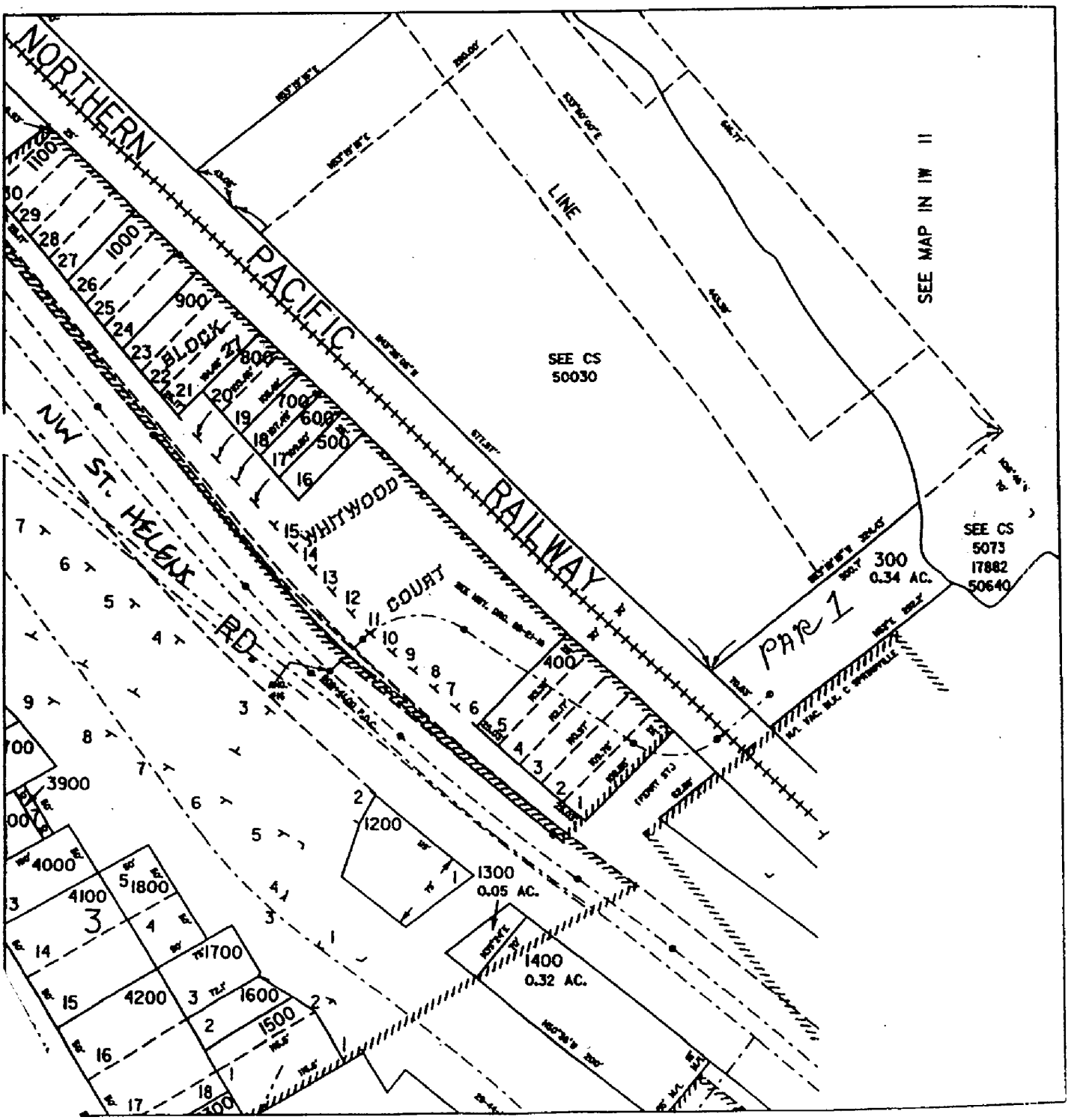
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



AAD/Marine PPA Section of notebook & environmental section of file

Carol Keddy

Scott Burgess [Scottb@aadiving.com]
Monday, November 08, 2004 2:11 PM
To: Ed Trompke; Carol Keddy
Subject: FW: PPA

I will have Dee sign unless you tell me otherwise. I will attach the legal description from the title report as Attachment A (unless you have or expect another excluding the City of Portland pump station) and the Source Control Plan "notebook" is Attachment B.

Scott

-----Original Message-----
From: LANDMAN Charlie [mailto:Landman.Charlie@deq.state.or.us]
Sent: Wednesday, November 03, 2004 2:48 PM
To: Scott Burgess
Cc: PUGH Mark
Subject: RE: PPA

Scott:

Attached is what I think is a clean final of the PPA. If this is acceptable to you and your lenders, you will sign two originals (you can run them off or I can send them to you), DEQ will then sign and I will return a fully executed original to you for recording. Please give me a call if you have any questions.

Charlie

----Original Message-----
rom: Scott Burgess [mailto:Scottb@aadiving.com]
Sent: Tuesday, November 02, 2004 3:34 PM
To: LANDMAN Charlie
Subject: PPA

Charlie:

When can I get a clean PPA? Obviously we need a signed copy at closing but it would help me get the bank moving on finalizing loan docs for closing if I can get a clean copy without signatures. I have been reluctant to send them the "latest draft" to minimize confusion among the unwashed.

When we have a final, who signs first? Do we do it by courier?

Thanks,

Scott A. Burgess, General Manager
Advanced American Construction, Inc.
Advanced American Diving Service, Inc.
M. Cutter Company
415 S. McLoughlin Boulevard
(P.O. Box 1630)
Oregon City, OR 97045
Tel: (503) 650-8207
Fax: (503) 650-8230
www.aadiving.com

PROSPECTIVE PURCHASER AGREEMENT

DEQ No.

BETWEEN: Oregon Department of Environmental Quality

AND: Advanced American Construction Properties, LLC

EFFECTIVE DATE: _____ (Date of last signature below)

This Agreement is entered between the Oregon Department of Environmental Quality (DEQ) and Advanced American Construction Properties, LLC (Advanced American) pursuant to ORS 465.260 and 465.327. This Agreement contains the following provisions:

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Attachment A -- Legal Description of Property

Attachment B---Scope of Work

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1. RECITALS

A. The subject property (Property) is located at 8444 N.W. St. Helens Road, Portland, Oregon. The legal description of the Property is set forth as Attachment A to this Agreement. For purposes of the PPA, the Property includes only the area above Ordinary High Water.

B. The Property is used for office trailer storage, warehousing, and houseboat construction. Hendren Tow Boat Company (Hendren) operates a tugboat dock on the Willamette River, accessed via the site, and uses part of the site for parking and equipment storage. Since at least the 1920s, a variety of businesses have operated at the site, including metal salvaging, tow boat/barge operations, and maintenance and construction companies. Many of the businesses supported or were associated with the over-water activities at the site.

C. In January 1998, the US Coast Guard expressed concern about Hendren's waste-handling practices, noting in a spill report the presence of numerous drums of oily rags, antifreeze and other wastes in the upland portion of the site. In September 1999, DEQ's Site Assessment program recommended an expanded Preliminary Assessment (XPA) to assess the nature and extent of contamination at the facility. In January 2000, DEQ began conducting the XPA using a state contractor, but Marine Finance Company requested an opportunity to conduct the XPA itself. DEQ and Marine Finance Company signed a Voluntary Cleanup Agreement in April 2000 under which Marine Finance Company agreed to perform the XPA; however, Marine Finance Company failed to perform the required actions.

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D. DEQ declared the site an Orphan project in July 2000 after determining that Marine Finance Company was "unwilling" to investigate or clean up the site. In August 2000, DEQ's Orphan contractor collected soil, groundwater and sediment samples at the site. DEQ completed removal of abandoned waste containers, batteries, and drums at the facility in May 2001. The DEQ assessment included collecting six groundwater samples, five Willamette River sediment samples, and 13 soil samples. In general, samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs; except sediments), semi-volatile organics (SVOCs), total organotins (includes tributyltin (TBT)), and polychlorinated biphenyls (PCBs).

E. In general, the XPA indicated that there is not widespread contamination at the site, but a full evaluation of potential impacts to the Willamette River has not been completed. Due to the limited scope of the XPA, DEQ identified additional tasks that need to be completed to fully characterize the site and facilitate completion of an appropriate evaluation. These tasks included 1) collecting additional surface soil samples at approximately 10 locations to better define the lateral extent of surface soil contamination; 2) collecting soil samples at two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, -7, -9) and from the former UST location; and 3) installation and quarterly monitoring (one year minimum) of approximately 6 monitoring wells across the eastern side of the Property to assess shallow groundwater contaminants potentially discharging to the Willamette River.

F. In 2003, Marine Finance Corporation conducted additional field investigation at the Property without DEQ oversight. The new information was provided

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to DEQ in an August 2004 memorandum with a screening-level risk evaluation for soil and groundwater prepared on behalf of Advanced American. DEQ has reviewed the new information and has concluded that the required tasks referred to in Paragraph E. above were satisfactorily completed. In September 2004, DEQ noted that upland human health and ecological risk evaluations would be required as well as a source control evaluation for upland soil, groundwater, and surface water to evaluate possible impacts to the river. Advanced American completed a source control evaluation that includes an evaluation of human health and ecological risks in the upland part of the site (including a Level I Scoping Ecological Risk Assessment) and a source control evaluation. The source control evaluation indicated that limited areas of surface soil could present a risk to both occupational site workers through direct contact and the Willamette River through overland soil runoff. Advanced American developed a Source Control Plan to mitigate these pathways. The source control evaluation and the plan (Plan) for mitigating possible impacts to the river are included as Attachment B to this Agreement, which is incorporated herein by reference.

G. Contaminants identified at the Property include petroleum and related compounds, and metals. These contaminants are "hazardous substances" within the meaning of ORS 465.200(15). The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200(21), and makes the Property a "facility" within the meaning of ORS 465.200. The site was place on DEQ's Confirmed Release List on March 13, 2003.

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H. On June 22, 2004, Advanced American applied to DEQ for entry of this Agreement, and agreed to reimburse DEQ's costs of technical review and approval, and agreement preparation.

I. Advanced American is a limited liability corporation organized under the laws of Oregon and a "person" within the meaning of ORS 465.200(20). According to information provided by Advanced American, Advanced American is not currently liable under ORS 465.255 for the release of hazardous substances existing at the facility as of the date of this Agreement.

J. Advanced American agrees to perform the activities described in Section 2 of this Agreement at its expense. Advanced American's goal is to return the Property to productive use. DEQ has determined that a "substantial public benefit" will result from this Agreement, within the meaning of ORS 465.327 (1)(d).

K. Based upon the information submitted by Advanced American, DEQ has further determined that the proposed development activities at the Property will not contribute to or exacerbate existing contamination, increase health risks, or interfere with remedial measures which may be necessary at the Property.

L. In determining to enter into this Agreement, DEQ has consulted with the City of Portland and has considered reasonably anticipated future land uses at the Property and surrounding properties.

M. Advanced American recognizes that implementation of remedial measures at the Property in the future might interfere with Advanced American's use of the Property.

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2. MEASURES TO BE UNDERTAKEN

A. Within 15 days of closing on the Property, Advanced American will pay to DEQ the sum of $100,000 in partial payment of remedial action costs incurred by DEQ before the effective date of this Agreement. Payment will be made to "DEQ, Hazardous Substances Remedial Action Fund." Upon receipt of payment by DEQ, Advanced American will have no further responsibility for remedial action costs incurred by DEQ before the effective date of this Agreement.

B. Advanced American will work under DEQ oversight and perform the work described in Attachment B at Advanced American's own expense. In general, and without limiting the requirements of Attachment B, Advanced American will:

(1) Implement the source control measures and best management practices outlined in the Plan in Attachment B, including conducting additional soil sampling to verify areas requiring removal to achieve source control objectives, excavation of soil exceeding source control screening criteria, installation of a stormwater management system during site development, and once constructed, quarterly sampling of the stormwater management system for one year for analysis of metals, polycyclic aromatic hydrocarbons, and petroleum hydrocarbons.

(2) Advanced American will provide DEQ copies of the proposed storm drain system prior to initiation of installation. After installation of the storm drain system, Advanced American will collect storm water samples on a quarterly basis for one year. One of the four sampling events shall be conducted during the first significant rain following the summer ("first-flush"). Storm water samples shall be analyzed for total

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petroleum hydrocarbons (TPH), selected metals, and PAHs; and a storm water monitoring report will be submitted to DEQ within 14 days of receipt of the laboratory data. If contaminant concentrations are detected above source control screening criteria, Advanced American will implement best management practices (BMPs) to minimize storm water contaminants. At DEQ's discretion, additional source control measures, such as catch basin cleaning, pavement sweeping, installation of additional pavement, and/or additional soil removal actions may be required.

(3) Advanced American will implement the soil screening, handling and management protocols identified in the Plan during site development if previously unknown, potentially contaminated soil is encountered.

E. Nothing in this Agreement obligates DEQ or the state of Oregon or any of its commissions, agencies, officers or employees to conduct or pay for any actions related to releases at or from the Property, including but not limited to any releases from the Property into the Willamette River.

F. Advanced American will comply with substantive requirements of all applicable federal, state and local laws and regulations, and shall obtain all necessary permits for the activities described in this Agreement.

G. Advanced American will record and abide by any necessary restrictions on the use of the Property as described in Subsections 2.K and 3.C. below. Such use restrictions may include without limitation restrictions on the use of groundwater, restrictions on land use, restrictions on the location of structures on the property,

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restrictions on the use of the Property for residential purposes, and cap maintenance requirements.

H. Upon satisfactory completion of actions under 2.B. above by Advanced American, DEQ will provide a written notice that such measures have been completed. When DEQ determines that the Property meets DEQ's requirements for a No Further Action determination, DEQ will issue such a determination. Advanced American may request such a determination at any time that Advanced American reasonably believes the Property meets DEQ's requirements for a No Further Action determination. Advanced American agrees that it will pay DEQ's costs incurred in making any No Further Action determination, including but not limited to costs for reviewing documents and analytical reports, preparing the determination, and providing public notice. If DEQ issues a determination of No Further Action or Certificate of Completion for the Property, such determination or Certificate shall serve as notice of completion of the remedial measures required under 2.B.

I. Any development, construction, or other use of the Property shall be consistent with and shall not interfere with investigative or remedial activities necessary at the Property. To ensure such consistency and prevent exacerbation of existing contamination at the Property, Advanced American must notify DEQ before any material physical changes or disturbances are made to any area of the Property that is subject to use restrictions under Section 2.D and 3.C. At DEQ's request, Advanced American must submit for DEQ review and approval, any development, use, and building plans, or other

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similar and adequate documentation, for the proposed activities before any material changes or disturbances occur to any area of the Property that is subject to such use restrictions. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

J. Advanced American shall require all tenants, employees, authorized and regular users, and other occupants of the Property who perform activities on the Property that might affect the soils, groundwater, other contaminated media, or affect necessary investigative or remedial measures, to also submit development and/or construction plans to Advanced American for review by DEQ, as per Subsection 2.D. of this Agreement. This requirement is necessary to ensure that the actions of others do not exacerbate existing contamination. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

K. Advanced American shall record and abide by any use restrictions on the Property that DEQ deems necessary to protect human health or the environment. Any such restrictions, pursuant to ORS 465.327(5), shall run with the land.

3. GENERAL PROVISIONS

A. DEQ Oversight

DEQ shall provide review, approval/disapproval, and oversight as described in Section 2 and Paragraph 3.F.(2) of this Agreement. Where DEQ approval is required for any plan or activity under this Agreement, Advanced American shall not proceed to implement the plan or activity until DEQ approval is received. DEQ will make good faith

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efforts to conduct plan and activity review promptly so that any proposed development activities are not unduly delayed.

B. DEQ Access

(1) Advanced American grants an irrevocable right of entry to DEQ and its authorized representatives to enter and move freely about the Property at all reasonable times for purposes of overseeing implementation of this Agreement, or conducting removal or remedial measures DEQ deems necessary.

(2) Advanced American shall allow DEQ to inspect and copy all records in Advanced American's possession or control relating to measures undertaken at the Property under this Agreement. Advanced American shall preserve all such records for six (6) years after the effective date of this Agreement, and, after such six-year period, shall provide DEQ with sixty (60) days notice before destruction or other disposal of such records and make the records available for inspection and copying.

(3) Advanced American may assert a claim of confidentiality regarding any records submitted to or copied by DEQ pursuant to this Agreement. DEQ shall treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 to 192.505. If Advanced American does not make a claim of confidentiality at the time the records are submitted to or copied by DEQ, the records may be made available to the public without notice to Advanced American. DEQ reserves any rights to obtain documents withheld from DEQ as privileged.

C. Use Restrictions

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DEQ may impose use restrictions and institutional controls on the Property. Such restrictions would be imposed only as necessary to prevent exposure to contaminated soil, surface water, vapors or groundwater, or to prevent exacerbation of existing contamination. Based on site conditions as of the date of this Agreement, no such restrictions or institutional controls are deemed necessary. If previously unknown contamination is discovered at the property, DEQ may require institutional controls if necessary to protect human health and the environment.

D. Notice

All reports, notices, and other communications required under or relating to this Agreement shall be directed to:

For DEQ:

Mark Pugh

2020 SW 4th Avenue, #400
Portland, Oregon 97201
Tel: (503) 229-
Fax: (503) 229-6945

For Advanced American:

Advanced American Construction Properties, LLC
415 McLoughlin Blvd./ P.O. Box 1630
Oregon City, Oregon 97045
Tel: (503) 650-8207
Fax: (503) 650-8230

E. DEQ Costs

(1) Advanced American will pay costs incurred to prepare this Agreement, and costs incurred after the effective date of this Agreement by DEQ in connection with the oversight of Advanced American's implementation of this Agreement. Prior to the effective date of this Agreement, Advanced American provided to DEQ a deposit of

$8,870 to pay for DEQ costs in preparing this Agreement and for DEQ costs in providing oversight for implementation of this Agreement.

(2) DEQ oversight costs payable by Advanced American shall include both direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs. Indirect costs include general management, support, and program development costs of DEQ and the Land Quality Division allocable to DEQ oversight of this Agreement and not charged as direct site-specific costs. Indirect costs are based on a percentage of direct personal service costs.

(3) As DEQ incurs oversight costs after the effective date of this Agreement, DEQ will draw against the $8,870 deposit described in (1) above. DEQ will submit to Advanced American a monthly statement of costs incurred. Advanced American will be responsible for any oversight costs incurred by DEQ in excess of $8,870.

(4) If DEQ oversight costs under this Agreement do not exceed the $8,870 deposit, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs.

F. Dispute Resolution

In the event of any disagreement between DEQ and Advanced American regarding implementation of this Agreement, including but not limited to review and approval of a plan or activity or DEQ costs, DEQ and Advanced American shall, in the following order:

(1) Make a good faith effort to resolve the dispute between project managers;

(2) If necessary, refer the dispute for resolution by the immediate supervisors of the project managers; and

(3) If necessary, provide to each other their respective positions in writing and refer the dispute for resolution to DEQ's Administrator of the Land Quality Division or Northwest Regional Division Administrator, and Advanced American's President or General Manager. DEQ's final decision after such dialogue shall be enforceable in accordance with Subsection 3.H. of this Agreement.

G. Enforcement of Agreement and Reservation of Rights

(1) In the event of any failure of Advanced American to comply with any obligation of this Agreement, DEQ may enforce this Agreement under ORS 465.260(5) or exercise any authority or pursue any claim or cause of action that DEQ might have. Advanced American reserves any defenses or counterclaims it might have in the event of such action by DEQ.

(2) Except as provided in Subsections 3.I and 3.J of this Agreement, DEQ and Advanced American reserve any claim or cause of action they respectively have as to any person or entity not a signatory to this Agreement.

(3) Advanced American does not admit any liability or violation of law by virtue of entering this Agreement.

(4) DEQ reserves its authority to perform source control or remedial measures regarding a release of hazardous substances at or from the Property.

H. Waivers

(1) Advanced American waives any claim or cause of action it might have against the State of Oregon arising from contamination at the Property existing as of the date of acquisition of ownership or operation of the Property.

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(2) Advanced American waives any right it might have under ORS 465.260(7) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for cost incurred under this Agreement.

I. Hold Harmless and Indemnification

Advanced American shall save and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, agents, and authorized representatives, and indemnify the foregoing, from and against any and all claims arising from acts or omissions related to this Agreement of Advanced American or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ shall not be considered a party to any contract made by Advanced American or its agents in carrying out activities under this Agreement.

J. Public Notice

(1) Upon execution of this Agreement, DEQ will provide public notice of this Agreement in a local newspaper of general circulation, describing the measures to be undertaken under this Agreement. Copies of the Agreement will be made available to the public. DEQ shall provide Advanced American a draft of such notice and consider any comments by Advanced American on the draft notice, before publication. Advanced American is responsible for the publication costs, if any, of such notice.

(2) Before approval of any remedial action, DEQ will provide public notice and opportunity for comment on the proposed action in accordance with ORS 465.320.

K. Recording

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Within thirty (30) days of the date Advanced American receives an ownership interest in the Property, Advanced American shall submit a copy or original of this Agreement (whichever is required by the county) to be recorded in the real property records of Multnomah County, State of Oregon. Advanced American shall provide DEQ with written evidence of such recording within seven (7) days of recording.

L. Transfer of Interest

Until DEQ issues a No Further Action determination or Certificate of Completion for the Property and Advanced American completes all obligations required under this Agreement, upon transfer of any interest in the Property, or a portion of the Property, from Advanced American to another person or entity, Advanced American shall provide written notice to the DEQ project manager within thirty (30) days of such transfer.

4. RELEASE FROM LIABILITY

A. Subject to the satisfactory performance by Advanced American of its obligations under this Agreement, including compliance and ongoing obligations and institutional controls, Advanced American shall not be liable to the State of Oregon under ORS 465.200 through 465.455 and 465.900 for any release of the hazardous substances described in Section 1 above at the Property existing as of the date of Advanced American's acquisition of its interest in or operation of the Property. Advanced American shall bear the burden of proving that any hazardous substance release existed before the date of acquisition of its interest in or operation of the Property.

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B. The release from liability under Subsection 4.A of this Agreement shall not apply to any liability regarding:

(1) A release of hazardous substances at the Property after the date of acquisition of an interest in or operation of the Property;

(2) Contribution to or exacerbation of a release of hazardous substances;

(3) Interference or failure to cooperate with DEQ, or with persons conducting remedial measures under DEQ's oversight at the Property

(4) Failure to exercise due care or take reasonable precautions with respect to any hazardous substance at the Property;

(5) Violation of federal, state, or local law regarding hazardous substances;

(6) Any ownership, operation, or release of hazardous substances at the Property by Advanced American before the effective date of this Agreement;

(7) Any ownership, operation, or other ground of liability of Advanced American for a release of hazardous substances at an off-site location affecting the Property; and

(8) Any matters as to which the State of Oregon is owed indemnification under Subsection 3.I of this Agreement.

C. Neither the release of liability in subsection 4.A. nor any other provision of this Agreement constitutes or shall be construed as an obligation by the state of Oregon, or any commission, agency, officer or employee thereof to indemnify, defend or hold harmless any person, including without limitation Advanced American, for costs or

expenses arising from or related in any way to the Property, a release of hazardous substances at, to, or from the property, or this Agreement.

5. PARTIES BOUND

A. This Agreement shall be binding on the signatories and their respective commissions, agencies, officers, assigns, successors, employees, contractors, agents, and authorized representatives. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Agreement. No change in ownership or corporate or partnership status relating to the Property shall in any way alter Advanced American's obligations under this Agreement, unless approved otherwise in writing by DEQ.

B. The benefits and burdens of this Agreement shall run with the land; however, the release from liability set forth in Subsection 4.A of this Agreement shall limit or otherwise affect the liability only of persons who are not potentially liable under ORS 465.255 for a release of hazardous substances at the Property as of the date of that person's acquisition of ownership or operation of the Property and who assume and are bound by the terms of this Agreement applicable to the Property as of the date of their acquisition of ownership or operation of the Property.

6. EFFECTIVE DATE

This Agreement shall be effective upon signature by both parties and when Advanced American receives an ownership interest in the Property.

/ / /

/ / /

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7. SIGNATURES

_____ Date: _____

Marvin D. Burch
President
Advanced American Construction Properties, LLC.

SUBSCRIBED AND SWORN TO
BEFORE ME this _____ day of
_____, 2004 by
Marvin D. Burch in his capacity as
President of Advanced American
Construction Properties, LLC

_____

NOTARY PUBLIC FOR OREGON
My Commission expires:

_____ Date: _____

Alan Kiphut, Administrator
Land Quality Division
Oregon Department of Environmental Quality

SUBSCRIBED AND SWORN TO
BEFORE ME this _____ day of
_____, 2004 by,
Alan Kiphut in his capacity as
Administrator of the Land Quality
Division, Oregon Department of
Environmental Quality.

AAC001268

NOTARY PUBLIC FOR OREGON
My Commission expires: _____

09/20/04 PJB

FOR YOUR INFORMATION
JORDAN SCHRADER

Maul Foster & Alongi, Inc.

3121 SW Moody Avenue, Ste 200, Portland Oregon 97239 • (971) 544-2139 • Fax (971) 544-2140

TRANSMITTAL

Project/Task No.: 0100.01.01

TO: Mr. Mark Pugh
Oregon Department of Environmental Quality - NW Region
2020 SW Fourth Ave., Suite 400
Portland, OR 97201-4987

DATE: September 17, 2004

RE: Draft Source Control Evaluation and Plan, Marine Finance Corporation Property, Portland, Oregon

WE ARE SENDING:

	DESCRIPTION
2	Draft Reports

For Your:		Sent By:	
***	USE		REGULAR MAIL
	APPROVAL		FEDERAL EXPRESS
	REVIEW/COMMENTS		UPS
	INFORMATION	***	COURIER
	OTHER		OTHER

COMMENTS: Mark: I have enclosed the draft source control evaluation and plan for your review. Please call me with any questions. Have a great day!

CC: File
Dee Burch and Scott Burgess; AACP
✓ Ed Trompke; Jordan Schrader

BY: Anna St. John

CLR lck
09/20/04

Print 3 copies: ORIGINAL - Recipient COPY - MFA File COPY - Originator

RECEIVED
SEP 2 0 2004
JORDAN SCHRADER
ATTORNEYS AT LAW

DRAFT
SOURCE CONTROL EVALUATION AND PLAN
MARINE FINANCE CORPORATION PROPERTY
8444 N.W. ST. HELENS ROAD
PORTLAND, OREGON

Prepared for

Advanced American Construction Properties, LLC

September 17, 2004

Prepared by

Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Suite 200
Portland, Oregon 97239

Project # 0100.01.01

Draft
Source Control Evaluation and Plan
Marine Finance Corporation Property
8444 N.W. St. Helens Road
Portland, Oregon

The material and data in this report were prepared under the supervision and direction of the undersigned.

Maul Foster & Alongi, Inc.

Anna St. John, R.G.
Project Manager

Jeff Peterson, Ph.D.
Supervising Environmental Scientist

AAC001273

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ACRONYMS AND ABBREVIATIONS

90% UCL	90 percent upper confidence limit
AACP	Advanced American Construction Properties, LLC
bgs	below ground surface
CSM	conceptual site model
COI	chemical of interest
DEQ	Department of Environmental Quality (Oregon)
ESA	environmental site assessment
GeoDesign	GeoDesign, Inc.
Jacobs	Jacobs Engineering Group, Inc.
MFA	Maul Foster & Alongi, Inc.
MFC	Marine Finance Corporation
MOU	Memorandum of Understanding
µg/kg	micrograms per kilogram
NPL	National Priorities List
PAHs	polycyclic aromatic hydrocarbons
PBS	PBS Environmental
PCB	polychlorinated biphenyl
PEC	probable effect concentration
PPA	prospective purchaser's agreement
PRG	preliminary remediation goal
RA	risk assessment
RBC	risk-based concentration
SCE	source control evaluation
SCP	source control plan
SLV	screening level value
SVOC	semivolatile organic compound
TBT	tri-*n*-butyltin
TPH	total petroleum hydrocarbons
USEPA	U.S. Environmental Protection Agency
UST	Underground storage tank
VOC	volatile organic compound
XPA	Expanded Preliminary Assessment Data Report

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1 INTRODUCTION

On behalf of Advanced American Construction Properties, LLC (AACP), Maul Foster and Alongi, Inc. (MFA) has prepared this Source Control Evaluation (SCE) and Source Control Plan (SCP) for the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon (see Figure 1). The report evaluates potentially complete contaminant transport pathways to the Willamette River and recommends source control measures for the upland part of the site.

AACP is currently negotiating a prospective purchaser agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, the DEQ requested a screening-level risk assessment (RA) and an SCE. MFA provided the screening-level RA for soil and groundwater on August 13, 2004 (MFA, 2004). In a letter dated August 24, 2004, the DEQ concurred with the conclusions of the RA and also mentioned that data were adequate to perform an SCE. Depending on the results of the SCE, the DEQ noted that source control measures should be proposed. After its approval of the SCE and source control measures, the DEQ noted that the scope of work for the PPA would be limited to implementation of source control measures.

Based on the results of the risk screening and SCE, MFA recommends that source control measures (e.g., limited capping of soil with concentrations exceeding relevant sediment screening levels and construction of a stormwater management system) be implemented during redevelopment of the property. Placement of clean fill over the surface will mitigate potential risks associated with worker exposures to arsenic in soil and possible erosion and transport of impacted soil to the river. Development of an engineered stormwater management system to manage stormwater runoff will prevent chemicals in soil from possibly migrating to the Willamette River.

1.1 Regulatory Framework for Source Control Evaluation

The site is located adjacent to river mile 6 along the Willamette River in the Portland Harbor. The Portland Harbor was added to the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act and National Oil and Hazardous Substances Contingency Plan on December 1, 2000. After the Harbor was added to the NPL, a Memorandum of Understanding (MOU) was developed that established the relationship between natural resource trustees. The MOU states that the DEQ is responsible for the identification and control of sources of contamination to

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Portland Harbor, and the U.S. Environmental Protection Agency [USEPA] is responsible for investigating the nature and extent of in-water contamination, estimating risks to human health and the environment resulting from in-water contamination, identifying and evaluating remedial action alternatives, and selecting a remedial action alternative to address in-water contamination.

The MOU also requires the DEQ and the USEPA to jointly develop a Source Control Strategy. The Source Control Strategy will not only address hazardous substance releases from upland sites being investigated under ORS 465, but also will address waste management activities, permitted and unpermitted stormwater discharges, overland runoff and other nonpoint sources, permitted discharges, direct discharges resulting from spills or other over- or in-water releases, and upstream contributions. Currently, the DEQ and the USEPA are jointly drafting a Source Control Strategy. The DEQ provided AACP with a copy of the draft Source Control Evaluation Criteria attached to the August 24 letter for use in the SCE for the property.

1.2 Purpose of the Source Control Evaluation and Source Control Plan

The purpose of the SCE is to evaluate whether chemicals in surface soil at the site can migrate to Willamette River sediment at concentrations that may pose unacceptable risks to human health and the environment, and to identify contaminant sources requiring control. Possible transport mechanisms include overland transport, groundwater to sediment and/or surface water, direct over-water discharge, direct discharge via stormwater or wastewater, and riverbank erosion. Findings of the screening-level RA for the site indicated that chemicals in groundwater are unlikely to pose unacceptable risks to potential human or ecological receptors (MFA, 2004). However, the possibility that chemicals in soil could pose unacceptable risks to on-site workers and migrate to Willamette River sediment at unacceptable levels could not be ruled out. This SCE further evaluates risks that chemicals in surface soil may pose to relevant human and ecological receptors at or near the site. The elements of the SCE were outlined in the Draft Source Control Evaluation Criteria attached to the DEQ's August 24, 2004, letter.

If complete contaminant transport pathways to the river are identified, an SCP will be necessary. The SCP will identify areas of concern in the upland part of the site that require management because of the potential risks that contaminants may pose to human health and the environment. The scope of work for the PPA would be implementation of the SCP. The elements of the SCP were discussed with the DEQ on August 23 and September 10, 2004.

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2 SITE BACKGROUND

This section provides a brief description of background information such as site setting, site history, and current and reasonably likely future beneficial uses of land and water. The background information provides the conceptual foundation for the SCE. More detailed descriptions of relevant background information are presented in the Phase One Environmental Assessment Report (PBS Environmental [PBS], 1993), the Preliminary Assessment and Expanded Preliminary Assessment Work Plan (Jacobs Engineering Group, Inc. [Jacobs], 2000a), the Expanded Preliminary Assessment Data Report (XPA) (Jacobs, 2000b), and the Phase II Environmental Site Assessment (Phase II ESA) (GeoDesign, Inc. [GeoDesign], 2003).

2.1 Site Description

The MFC site includes approximately 7.46 acres of land along the west bank of river mile 6 of the Willamette River in Portland, Oregon (see Figure 1). The St. Johns Bridge passes over the site, and approximately two-thirds of the property is located north of the bridge (see Figure 2). The property is flat to gently sloping toward the river. The site is located in section 11, township 1N, range 1W, Willamette Meridian.

Presently, the site is used for temporary equipment storage for painting of the St. Johns bridge, office operations for an import/export company, studio space for a metal sculptor, and tugboat moorage and operations. Structures at the site include two metal Quonset huts, a wood-frame modular office building, a small trailer house, a small wooden shed, and a floating-home builder's dock, as well as a gangway and docks leased by a tugboat company, Hendren Tow Boat. The actively used areas of the site have limited vegetative cover and consist mostly of gravel. A riprap-armored embankment is located adjacent to the river.

2.2 Site History

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since the 1920s or earlier, the site has been used by various marine construction and tow boat/barge companies (PBS, 1993). Metal salvage operations took place at the site in the 1980s and 1990s. Also, three underground storage tanks (USTs)

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were removed from the site in 1988. These USTs were used to store diesel and gasoline, and may have been used to supply fuel to river vessels.

2.3 Previous Investigations

In 1997, USEPA conducted a study of sediments of the Lower Willamette River (USEPA, 1998). As part of this study, a subsurface sediment sample was collected adjacent to the subject site, and surface sediment samples were collected both upstream and downstream of the site. Concentrations of several chemicals were elevated above apparent baseline values for the Portland Harbor in the sediment sample collected adjacent to the site. Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site.

In August 2000, Jacobs (a contractor for the DEQ) began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, 13 soil samples, and two surface water samples. Samples were collected at locations where contaminants may have been released, based on information regarding historical site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and butyltins.

Jacobs (2000b) reported that TPH was detected in surface soil at most sample locations. Also, Jacobs noted that concentrations of several metals were elevated above natural background levels in soil at several locations. Two VOCs were detected in surface soil samples, but none was detected in subsurface soil. Several SVOCs were detected in both surface and subsurface soil. PCBs were not detected in any soil sample. Tri-*n*-butyltin (TBT) was observed in soil at several locations. Also, several chemicals were detected in groundwater grab samples at concentrations above the respective USEPA Region 9 preliminary remediation goals (PRGs) for tap water (Jacobs, 2000b).

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland part of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately six locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately ten locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign began a phased investigation of soil and groundwater to address the assessment tasks identified by the DEQ.

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The Phase II ESA report presented analytical results of subsurface soil samples and the first round of groundwater monitoring (GeoDesign, 2003). It was reported that diesel- and heavy-oil-range hydrocarbons were detected in two of the eight subsurface soil samples analyzed. Reported concentrations were below the DEQ's Level 1 Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs, and 2-chlorotoluene was detected in one of the samples. Eleven subsurface soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), and several PAHs were detected in soil samples. Of the metals analyzed in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG (GeoDesign, 2003).

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. The initial groundwater monitoring event was conducted in April 2003 (GeoDesign, 2003). The highest detected concentration of total arsenic in groundwater was above the tap water PRG, and the highest total lead concentration in groundwater was above a potentially applicable DEQ risk-based concentration (RBC). Several PAHs were detected at concentrations below potentially relevant RBCs and PRGs. VOCs were not detected in groundwater samples (GeoDesign, 2003).

GeoDesign conducted additional groundwater sampling events in July 2003 and April 2004. Additional surface soil samples were collected in August 2003. These additional soil and groundwater sample results were included in the screening-level risk evaluation (MFA, 2004). Results of the risk evaluation are summarized in Section 3.

2.4 Geology and Hydrogeology

The geology of the region is characterized generally by a broad structural depression or basin bordered by the Cascade Mountains on the east and the Coast Range Mountains on the west (Jacobs, 2000b). Geologic formations in the basin are also folded and dissected by a number of northwest-trending faults. The Tualatin Mountains form a northwest-trending anticlinal ridge that is faulted along its eastern flank by the Portland Hills fault. The Willamette River flows along the base of the eastern side of the Tualatin Mountains. A number of additional faults are located approximately parallel or perpendicular to the Portland Hills fault and are mapped along or near the Tualatin Mountains. An inferred graben is identified immediately southeast of the site.

The site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material appears to be present from ground surface to approximately 18 to 23 feet below ground surface (bgs). Wood chips were noted in at least two boreholes at the contact between presumed fill and native material (Jacobs, 2000b). Also, aerial photographs from 1938 and 1940 and from 1961 and 1972

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indicate that a significant amount of fill material was added to the site during both of these periods (Jacobs 2000a).

Terrace deposits unconformably overlie alluvium of the Willamette River basin. These deposits are of Pleistocene age and are composed of indistinguishable, unconsolidated, stratified sand and silt. The terrace deposits at the site are approximately 10 feet thick, while the alluvium deposits are known to have a maximum thickness of 100 feet. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale Formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale Formation ranges from zero to more than 1,100 feet.

Based on static water levels measured in on-site monitoring wells, groundwater is approximately 7 to 24 feet bgs, depending on location and season. In May 2003, the hydraulic gradient was east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (GeoDesign, 2003).

2.5 Beneficial Uses of Land and Water

The site currently is used to support commercial and industrial operations, and has been used as a commercial/industrial property since at least the 1920s (PBS, 1993). No residences are present on the site, and with the possible exception of a private dwelling located on the site in the 1930s, the site has not been used to support residential developments in the recent past. Riverfront properties near the site are used for industrial purposes. Land west of St. Helens road near the site is a mix of residential, commercial, industrial, and recreational properties (Jacobs, 2000a).

It is likely that the property will continue to be used for commercial and industrial purposes in the foreseeable future. The site has been used historically and is used currently for commercial and industrial purposes, and neighboring riverfront properties also are used for these purposes. In addition, the prospective purchaser (AACP) is planning to use the site for river-related commercial/industrial purposes. It is unlikely that the site will support residences in the foreseeable future.

Groundwater under the site is not being used as a source of drinking water (Jacobs, 2000a). On-site facilities are currently supplied with municipal water. It appears that the site has been supplied with municipal water since the 1920s (PBS, 1993).

Based on water use information in Jacobs (2000a), 52 water wells are located within a 1-square-mile area around the site. Three of these wells were identified as water supply wells, and one of the water supply wells was listed as abandoned. The two wells that are

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presumed to be active are located upgradient of the site. Results of the well search indicate that groundwater near the site is not being used for irrigation, industrial, engineering, or livestock-watering purposes. Also, there is no trend to indicate that consumptive uses of groundwater are increasing near the site.

Shallow groundwater at the site may discharge to the Willamette River. The Willamette River supports a number of highly valued aquatic organisms, and groundwater contributions to aquatic habitats in the river are an important beneficial use. Current surface water uses of the Willamette River in the region include aesthetic quality, recreation (including recreational and subsistence fishing), transportation, wetlands, fishing and hunting, and fish and wildlife habitat (including anadromous fish passage).

In summary, it appears unlikely that shallow groundwater at the site will be used as a water supply source for domestic, agricultural, or industrial purposes in the foreseeable future. Municipal water is reliable and relatively inexpensive, and is likely to remain the sole water source for the site in the near future. The most important beneficial use of groundwater at the site appears to be possible discharge to the Willamette River.

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3 RISK EVALUATION SUMMARY

MFA recently assembled existing sample results for soil, groundwater, and surface water at the site (MFA, 2004). Analytical results were compared to risk-based screening concentrations for relevant exposure scenarios at the site. Findings of the screening assessment are briefly summarized below.

3.1 Chemicals of Interest

The chemicals of interest (COIs) in soil include metals, TPH, PAHs, VOCs, and butyltins. COIs for groundwater include metals and PAHs.

3.2 Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary CSM is to identify potential pathways by which human and ecological receptors may be exposed to site-related chemicals. The processes by which these receptors may be impacted by site-related chemicals are then investigated and evaluated. Potential exposure scenarios that involve human receptors are presented in Figure 3, and those involving ecological receptors are presented in Figure 4.

The primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., by ingestion, dermal contact, inhalation) chemicals in surface soil.
- Commercial/Industrial workers may have indirect exposure to volatile chemicals that migrate from soil or groundwater to indoor or outdoor air.
- Excavation and construction workers may directly contact (e.g., by ingestion, dermal contact, inhalation) chemicals in surface and subsurface soil.
- Sediment-dwelling biota may contact chemicals that migrate from soil via overland flow to sediment of the Willamette River.

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- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.

3.3 Risk Screening Methods

Concentrations of COIs in soil, groundwater, and surface water are compared with relevant risk-based screening concentrations for each potential exposure scenario. The risk-based screening values are conservative estimates of threshold concentrations for adverse effects, given long-term exposure to contaminated environmental media. Various risk-based screening values have been calculated using target risk levels that are consistent with the DEQ's acceptable risk levels. The risk-based screening concentrations used to evaluate soil and groundwater conditions are described below.

3.3.1 Soil

USEPA Region 9 PRGs protective of industrial workers (USEPA, 2002a) were used to evaluate potential risks associated with worker exposures to metals, TBT, and VOCs in surface and subsurface soil. Generic RBCs developed by the DEQ (DEQ, 2003) were used to evaluate worker exposures to TPH and PAHs in soil.

To evaluate the potential for COIs in soil to migrate to Willamette River sediment at levels that may pose unacceptable risks to sediment-dwelling biota, concentrations in surface soil were compared with probable effect concentrations (PECs) for sediment. Only consensus-based PECs that were classified as reliable indicators of sediment toxicity (see MacDonald et al., 2000; Ingersoll et al., 2000) were used as soil screening values. To evaluate potential sediment bioaccumulation risks, soil results were also compared with DEQ screening level values (SLVs) for bioaccumulative chemicals (DEQ, 2001).

3.3.2 Groundwater

To evaluate risks that COIs in groundwater may pose to aquatic organisms in sediment and surface water of the Willamette River, groundwater concentrations were compared to DEQ SLVs protective of aquatic biota (DEQ, 2001). Also, it was assumed that chemicals could migrate from groundwater to the river and ultimately accumulate in the tissues of fish. USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b) were used to evaluate this exposure scenario.

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3.4 Risk Screening Results

The COIs that were reported in environmental samples at concentrations above risk-based screening concentrations for potential exposure scenarios were as follows (MFA, 2004):

- Concentrations of arsenic in almost all surface and subsurface soil samples were above USEPA Region 9 industrial soil PRGs. It is unknown whether some of the arsenic in surface soil resulted from an on-site release. However, concentrations of arsenic in soil at the site are consistent with naturally occurring concentrations in soil at other locations in the region.

- The concentration of copper in surface soil from sample location SS-9 and the concentration of lead in soil from sample location SS-21 were above their respective sediment PECs.

- Heavy-oil-range TPH concentrations were above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination in surface soil samples from SS-6 and SS-12, and in the subsurface soil sample from SB-4. No DEQ RBCs are available for heavy-oil-range TPH.

- Concentrations of benzo(a)pyrene in surface soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above both the DEQ RBC for occupational workers and the DEQ sediment bioaccumulation SLV. Also, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV at sample locations SS-15, SS-17, SS-18, and SS-20.

- Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. Also, the concentration of chrysene in the groundwater sample collected from MW-4 in April 2003 was above the water quality criterion for fish ingestion. The concentrations of arsenic in groundwater are consistent with naturally occurring groundwater concentrations at other locations in the region.

As mentioned above, the concentrations of benzo(a)pyrene in surface soil samples collected at various locations over most of the site are greater than the DEQ bioaccumulation SLV. Also, copper and lead were each detected above sediment PECs in surface soil at one location. These risk screening results suggest that soil in these areas will require management as part of the SCP.

Based on preliminary risk estimates, occupational workers could experience unacceptable risks if they were to have long-term exposure to benzo(a)pyrene in surface soil near the northeastern and central parts of the site. However, workers are unlikely to constrain

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exposure activities to just the locations with elevated concentrations of benzo(a)pyrene. Both the USEPA (1992) and the DEQ typically assume that workers can move over the entire exposure unit and recommend the use of an estimate of the average concentration in soil to evaluate risks. The DEQ recommends use of the 90 percent upper confidence limit (90% UCL) about the mean to characterize the average concentration in soil that a receptor may experience. The 90% UCL is a value that has a 90 percent probability of being greater than the true population mean. The 90% UCL provides an estimate of the population mean that is biased on the high side to account for the uncertainty introduced by extrapolating from a sample to the population.

The mean concentration of benzo(a)pyrene in surface soil is 132 micrograms per kilogram (µg/kg) and is below the industrial PRG of 270 µg/kg (see Table 1). The 90% UCL about the mean was used as an estimate of the concentration in soil that on-site workers may contact on a long-term basis. Distributional characteristics of a data set will determine the preferred statistical method for estimating a UCL. Typically, if data appear to fit a normal or lognormal distribution, parametric methods for estimating a UCL are preferred. Various nonparametric methods can be used if data do not meet the assumptions of parametric statistics. ProUCL Version 3.0 is a software program developed by the USEPA that can estimate UCLs using a variety of different statistical methods, depending on distributional characteristics of data. This software program was used to calculate the 90% UCL for benzo(a)pyrene in surface soil; the output file is included as Appendix A. The 90% UCL about the mean concentration of benzo(a)pyrene is approximately 200 µg/kg and is below the PRG. As a result, workers with long-term exposure to benzo(a)pyrene in surface soil are not expected to experience unacceptable risks.

Although concentrations of arsenic in most soil samples were above the industrial PRG, arsenic concentrations in soil appear to be similar to naturally occurring concentrations in the region. No risk management actions appear to be required for arsenic in soil.

Available evidence suggests that it is unlikely that site-related chemicals in groundwater could migrate to surface water or sediment of the Willamette River at concentrations that could pose unacceptable risks to aquatic biota or humans that catch and consume aquatic organisms near the site. No risk management actions appear to be required for groundwater.

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4 SOIL-TO-SEDIMENT SCREENING

The primary mechanisms by which site-related chemicals in soil could migrate to the Willamette River include leaching to groundwater that discharges to the river, and stormwater-mediated transport of eroded soil. Eroded soil could be transported through overland sheet flow to the river after storm events, or via stormwater collection and discharge systems.

The method that has been used by the DEQ to evaluate the soil-to-sediment pathway at other sites in the Portland Harbor involves the following elements (DEQ, 2004):

1. Identify potential contaminant sources.

2. Characterize the nature and extent of soil contamination in potential source areas.

3. Evaluate subsurface soils that may represent a source of groundwater contamination.

4. Use PECs and bioaccumulation screening values for sediment to screen surface soil within 100 feet of stormwater catch basins or within an area that has a high probability of eroding and being transported to the Willamette River.

5. Perform a stormwater evaluation.

6. If soil concentrations exceed screening values, use a weight-of-evidence evaluation of site conditions to determine if contaminants in soil are likely to migrate to the river at unacceptable levels.

Elements 1 and 2 were completed as part of previous site investigations and were summarized in the screening-level risk evaluation (MFA, 2004). Elements 3 and 4 were performed as part of the screening-level risk evaluation. The risk evaluation found that chemicals in soil are unlikely to leach to groundwater and migrate to the river at levels that could pose unacceptable risks to aquatic biota (MFA, 2004). In addition, because concentrations of site-related chemicals in surface soil were generally below PECs, there is little evidence to suggest that chemicals in surface soil may migrate to the Willamette River at concentrations that may pose unacceptable risks to sediment-dwelling biota (MFA, 2004). However, several sample locations had concentrations of benzo(a)pyrene greater than the DEQ bioaccumulation sediment SLV. Based on these screening results, it is possible that impacted soil could migrate to the river and pose unacceptable risks to

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human recreational fishers or higher trophic level wildlife that consume aquatic organisms that have accumulated benzo(a)pyrene in tissues.

To better evaluate the soil-to-sediment migration pathway, site-specific conditions that are likely to affect soil transport to the river are discussed below. Also, sediment data collected as part of the XPA (Jacobs, 2000b) are reviewed to better evaluate whether soil at the site may have been the source of contaminants detected in sediment.

4.1 Soil Conditions

MFA staff reviewed site conditions on September 14, 2004, within 24 hours of a storm event. The two dominant upland features at the site are a steep, heavily-armored bank comprised primarily of riprap, and a relatively flat operations area between the top of the bank and the western property boundary. Most of the surface in the operations area is covered with gravel. However, surface soil is present at several locations. Much of the soil that is not covered with gravel supports weedy vegetation.

Most of the steep bank is composed of riprap, and it appears that there is little potential for erosion over most of the bank. The upper several feet of the bank is composed of exposed soil in several locations, but it appears that less than 5 percent of the bank's surface is made up of material that could potentially erode.

4.2 Stormwater Runoff

Most of the surface of the site is permeable, and it appears that most precipitation falling on the site infiltrates the surface. No apparent stormwater collection system is present at the site, and no stormwater samples were collected as part of previous site investigations (Jacobs, 2000b; GeoDesign, 2003). Precipitation appears to pond on the surface following large storm events. Sheet runoff appears to be the most plausible mechanism by which soil could be transported to the river. However, over most of the site there were no obvious preferential pathways of stormwater flow on the surface toward the Willamette River (i.e., there was no visible evidence of scouring on the surface or along the bank that might have been expected if surface water had followed preferential flow paths).

A former ferry ramp is present near the northern property boundary (see Figure 2). It is likely that stormwater could flow down this gently-sloped bank toward the river at this location, but the upland area that this feature could drain represents a small fraction of the site's surface.

A pipe is located in the former ferry ramp area near the northern property boundary. Jacobs (2000a) noted that the pipe apparently collected precipitation infiltrating the northern part of the site as well as the property north of the MFC property. As reported in

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the XPA (Jacobs, 2000b), a surface water sample was collected from this pipe. No VOCs or SVOCs were reported above method reporting limits in surface water samples (Jacobs, 2000b). Several metals were detected in surface water. With the exception of barium, the concentrations of metals in the pipe discharge are below DEQ aquatic biota SLVs and human health water quality criteria for consumption of aquatic organisms (see Table 11 of MFA, 2004). Barium occurs naturally in soil and water of the region, and it is possible that barium is present at natural levels in these surface water features. Barium is unlikely to cause adverse effects to aquatic organisms exposed to discharges from this pipe.

4.3 Soil Risk Screening Results

Table 1 is a reproduction of a table from the screening-level risk evaluation (MFA, 2004) that evaluates organic chemicals of concern in surface soil at the site. As shown in Table 1, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV of 100 µg/kg at the following surface soil sample locations: SS-7, SS-12, SS-15, SS-16, SS-17, SS-18, SS-20, and SS-21. No other PAHs were detected at concentrations above screening levels for the soil-to-sediment pathway. Of the PAHs detected in soil at the site, a DEQ bioaccumulation SLV was available for only benzo(a)pyrene.

With the exception of sample location SS-20, all of the above sample locations appear to lie within 100 feet of the shoreline (see Figure 2). The samples with benzo(a)pyrene concentrations above the bioaccumulation SLV are distributed along the entire length of the property. The mean concentration of benzo(a)pyrene from soil samples collected within approximately 100 feet of the river is 164 µg/kg and above the DEQ sediment bioaccumulation SLV (see Table 2).

4.4 Sediment Results

As part of the XPA, Jacobs (2000b) collected four surficial sediment samples in the Willamette River adjacent to the site (SD-2, SD-3, SD-4, and SD-5), one from a location approximately 100 feet upriver of the site (SD-6), and one from sediment in a small upland seep (SD-1). Table 2 is a reproduction of a table in the XPA (Jacobs, 2000b) that presents concentrations of SVOCs in sediment. As shown in Table 3, the concentrations of benzo(a)pyrene in all surface sediment samples were above the DEQ bioaccumulation SLV, including the upriver sample result. It should be noted that the apparent baseline concentration of benzo(a)pyrene in Portland Harbor is 500 µg/kg (USEPA, 1998), so observations of the chemical above the SLV of 100 µg/kg should not be unexpected.

Although there are insufficient data to make strong inferences regarding the source of chemicals detected in sediment, several spatial patterns are inconsistent with what would be expected if upland soil were an important source. For example, sediment samples SD-1 and SD-2 were collected at locations where runoff from the site may have

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accumulated (Jacobs, 2000b). The concentrations of PAHs, including benzo(a)pyrene, at both of these locations are similar to those observed in both the upriver sediment sample (SD-6) and the sample collected at SD-3 (see Table 3). The concentrations of PAHs at all four of these locations are generally lower than apparent baseline values for Portland Harbor (USEPA, 1998). Because the concentrations of site-related chemicals in sediment where runoff may have accumulated are similar to concentrations in areas where site runoff did not accumulate (i.e., upriver), site runoff does not appear to be an important source of sediment contaminants.

The highest concentrations of contaminants were observed in sediment samples SD-4 and SD-5, collected downstream of the Hendren Tow Boat dock (see Table 3). It seems likely that releases from over-water operations on or near the dock are the probable sources. For example, concentrations of PAHs in the surface soil samples collected closest to the Hendren tow boat dock (SS-17, SS-18, and SS-2) are not substantially higher than concentrations in soil at other locations near the shore. The lack of correlation between concentrations in upland surface soil and those in sediment suggest that surface runoff is not the primary source of the relatively high contaminant concentrations in sediment samples SD-4 and SD-5.

4.5 Summary

Surface soil with concentrations of benzo(a)pyrene above the DEQ bioaccumulation SLV for sediment appears to be present in a few locations where it could possibly be transported via stormwater to the Willamette River (see Table 4 and Figure 5). Benzo(a)pyrene concentrations in river sediment near the site are also above the bioaccumulation SLV. However, there is no convincing evidence that contaminants in upland soil have migrated to river sediment as a result of stormwater transport in the past. In general, contaminant levels in sediment where runoff is expected to accumulate are similar to levels in upriver sediment. It is possible that stormwater runoff has contributed contaminants to the river, but the contributions appear to have been small relative to other sources and cannot be clearly identified with available data.

MFA understands that as part of site redevelopment, fill will be placed on site to raise the ground surface to a level above the 100-year flood elevation. It is anticipated that most of the site east of the railroad tracks will be included in this action. Placement of clean fill over the surface will mitigate potential risks associated with worker exposures to arsenic in soil and possible erosion and transport of impacted soil to the river. Also, MFA recommends the development of an engineered stormwater management system at the site. Use of best management practices to manage stormwater runoff will prevent chemicals in soil from migrating to the Willamette River.

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5 SOURCE CONTROL MEASURES

Based on the risk screening and SCE, MFA recommends that source control measures (e.g., limited capping of surface soil with concentrations exceeding the SLVs and construction of a stormwater management system) be implemented during redevelopment of the property. Placement of clean fill over the surface will mitigate potential risks associated with worker exposures to arsenic in soil and possible erosion and transport of impacted soil to the river. Development of an engineered stormwater management system to manage stormwater runoff will prevent chemicals in soil from possibly migrating to the Willamette River.

5.1 Future Development of the Property

AACP is currently negotiating the sale of the property. The closing date is November 1, 2004. AACP plans to develop the site in the future. Development will be phased and will include:

- Phase 1—Development of the area north of the St. Johns Bridge within one to three years of the purchase of the property, including:
  - Filling and grading of that part of the site east (riverward) of the railroad tracks beginning in November 2004. Most of the area will be capped with a minimum of 2 feet of gravel to raise the surface elevation above the 100-year floodplain elevation (i.e., 28.9 feet relative to the City of Portland datum).
  - Construction of one or two buildings, with limited paving around these structures.
  - Construction of a stormwater management system, with oil-water separators and a possible permitted outfall.
  - Construction of a dock complex adjacent to the river bank (five years after the purchase of the property)
- Phase 2—Development of the area south of the St. Johns Bridge, including:
  - Grading of the site's surface.

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- Maintenance dredging of area around the current Hendren Tow Boat (within five years of the purchase of the property)

The above activities will mitigate potential risks associated with worker exposures to arsenic in soil and possible erosion and transport of impacted soil to the river.

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LIMITATIONS

The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, nor the use of segregated portions of this report.

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Table Notes
Marine Finance Corporation Property
Portland, Oregon

A blank indicates that the analysis was performed but no results were above the reporting limit.
Shaded cells indicate concentrations above screening criteria.
DEQ = Oregon Department of Environmental Quality.
DEQ Level II SLVs Sediment—Bioaccumulation = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ RBCss = soil ingestion, dermal contact, and inhalation risk-based concentration from Oregon Department of Environmental Quality Risk-Based Decision Making, Appendix A, September 22, 2003.
HPAH = (high molecular weight polycyclic aromatic hydrocarbons) includes anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, fluoranthene, indeno(1,2,3-c,d)pyrene.
LPAH = (low molecular weight polynuclear aromatic hydrocarbon) includes acenaphthene, acenaphthylene, fluorene, 2-methylnaphthalene, naphthalene, and phenanthrene.
mg/kg = milligrams per kilogram.
µg/kg = micrograms per kilogram.
NA = not analyzed.
ND = not detected above laboratory reporting methods.
PAHs = polycyclic aromatic hydrocarbons.
PEC = probable effects concentration.
PRG = preliminary remediation goal.
RBCs = risk-based concentrations.
USEPA = U.S. Environmental Protection Agency.
VOCs = volatile organic compounds.
J = Analyte positively identified; value reported is greater than method detection limit, but below method reporting limit.
U = Analyte not detected at or above the method reporting limit.
[a]>Max: The RBC is greater than the maximum amount that would be present if all of the initial air space were filled with petroleum product.
[b]>Csat: The soil RBC exceeds the limit of three-phase equilibrium partitioning. Soil concentrations exceeding Csat indicate that free product might be present.
[c]Total PAHs concentrations include reporting limits for non-detect analytes.

Table 1
TPH, PAHs, and VOCs in Surface Soil (0–0.5 feet bgs)
Marine Finance Corporation Property
Portland, Oregon

Sample Location	Date	Total Petroleum Hydrocarbons by NWTPH-Dx		PAHs by EPA Method 8270-SIM					
		Diesel-Range mg/kg	Heavy Oil-Range mg/kg	Acenaphthene ug/kg	2-Methyl-naphthalene ug/kg	Acenaphthylene ug/kg	Anthracene ug/kg	Benzo(a)-anthracene ug/kg	Benzo(a)-pyrene ug/kg
SS-1	8/11/2000	35	98 U	ND	ND	ND	ND	ND	0.32 U
SS-2	8/11/2000	84	250	ND	ND	ND	ND	0.65	0.91
SS-3	8/10/2000	230	260	ND	ND	ND	ND	ND	0.32 U
SS-4	8/10/2000	220	110	NA	NA	NA	NA	NA	NA
SS-5	8/10/2000	28	110	ND	ND	ND	ND	ND	0.31 U
SS-6	08/10/00	1,400	9,800	ND	ND	ND	ND	ND	0.33 U
SS-7	08/09/00	62	380	110	3 J	3 J	100 J	620	470
SS-8	8/10/2000	26 U	100 U	ND	ND	ND	ND	ND	0.33 U
SS-9	08/10/00	NA	NA	ND	ND	ND	ND	0.59	0.79
SS-10	8/10/2000	NA	NA	ND	ND	ND	ND	ND	0.33 U
SS-11	08/10/00	NA	NA	ND	ND	ND	ND	ND	0.33 U
SS-12	08/20/03	500 U	1,170	268 U	ND	268 U	268 U	268 U	330
SS-13	08/20/03	25 U	50 U	13.4 U	ND	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	51	66.4	26.8 U	ND	26.8 U	26.8 U	46.3	66.3
SS-15	08/20/03	25 U	50 U	64.3	ND	26.8 U	26.8	147	171
SS-16	08/20/03	34	164	70.9	ND	36	35.6	223	361
SS-17	08/20/03	25 U	50 U	57.4	ND	13.4 U	20.8	171	244
SS-18	08/20/03	25 U	50 U	42	ND	26.8 U	26.8 U	97.4	129
SS-19	10/15/03	25 U	50 U	35.1	ND	13.4 U	13.4 U	19.9	18.6
SS-20	10/15/03	25 U	50 U	23.7	ND	13.4 U	17.2	102	141
SS-21	10/15/03	32.3	142	48.3	ND	44.5	76.2	516	692
Mean		158.5	719.5	69.1	3.0	44.1	56.8	171.2	132.0
Screening Criteria									
DEQ RBCss–Occupational		70,000	NV	41,000,000[b]	NV	NV	---[a]	2,700	270
DEQ RBCss–Construction Worker		23,000	NV	16,000,000[b]	NV	NV	90,000,000[b]	21,000[b]	2,100
DEQ RBCss–Excavation Worker		---[a]	NV	---[a]	NV	NV	---[a]	590,000[b]	59,000[b]
EPA Region 9 PRGs (Industrial)		NV	NV	NV	NV	NV	NV	1,050	1,450
Reliable Consensus-Based PEC		NV	NV	NV	NV	NV	NV	NV	100
DEQ Level II SLV Sediment —Bioaccumulation									

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Table 1
TPH, PAHs, and VOCs in Surface Soil (0–0.5 feet bgs)
Marine Finance Corporation Property
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM				
		Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg	Benzo(k)-fluoranthene ug/kg	Chrysene ug/kg	Dibenz(a,h)-anthracene ug/kg
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.87	0.78	0.79	0.89	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND
SS-7	08/09/00	520	290	220	ND	66
SS-8	8/10/2000	ND	ND	ND	ND	ND
SS-9	08/10/00	1.10	0.54	0.92	0.83	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	0.34	ND	ND	0.35	ND
SS-12	08/20/03	303	381	277	281	268
SS-13	08/20/03	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	81.1	103	40.1	65.9	26.8 U
SS-15	08/20/03	181	146	147	190	45.6
SS-16	08/20/03	297	472	253	274	79
SS-17	08/20/03	254	219	192	201	56.2
SS-18	08/20/03	165	131	96.3	124	31.9
SS-19	10/15/03	17	13.4 U	18.3	22.1	13.4 U
SS-20	10/15/03	120	124	130	153	25.5
SS-21	10/15/03	541	583	541	631	117
Mean		178.2	190.5	148.4	150.6	67.5
Screening Criteria						
DEQ RBCss–Occupational		2,700	NV	27,000[b]	270,000[b]	270
DEQ RBCss–Construction Worker		21,000[b]	NV	210,000[b]	2,100,000[b]	2,100
DEQ RBCss–Excavation Worker		590,000[b]	NV	5,900,000[b]	59,000,000[b]	59,000[b]
EPA Region 9 PRGs (Industrial)						
Reliable Consensus-Based PEC		NV	NV	NV	1,290	NV
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV

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Table 1
TPH, PAHs, and VOCs in Surface Soil (0–0.5 feet bgs)
Marine Finance Corporation Property
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM				
		Dimethyl-naphthalene ug/kg	Fluoranthene ug/kg	Fluorene ug/kg	Indeno(1,2,3-cd)-pyrene ug/kg	Naphthalene ug/kg
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	ND	1.4	ND	0.68	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND
SS-7	08/09/00	0.70 J	840 J	44	390	3 J
SS-8	8/10/2000	ND	0.44	ND	ND	ND
SS-9	08/10/00	ND	1.30	ND	0.64	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.59	ND	ND	ND
SS-12	08/20/03	ND	337	268	282	268 U
SS-13	08/20/03	ND	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	ND	89.4	26.8 U	70.3	26.8 U
SS-15	08/20/03	ND	323	57.5	127	63.3
SS-16	08/20/03	ND	369	51	337	26.8 U
SS-17	08/20/03	ND	271	39	181	13.4 U
SS-18	08/20/03	ND	165	30.4	108	26.8 U
SS-19	10/15/03	ND	48.4	34.4	13.4 U	13.4 U
SS-20	10/15/03	ND	156	14.3	102	13.4 U
SS-21	10/15/03	ND	957	47.7	466	33.5 U
Mean		0.7	238.2	57.0	160.9	45.6
Screening Criteria						
DEQ RBCss–Occupational		NV	29,000,000[b]	35,000,000[b]	2,700	770,000[b]
DEQ RBCss–Construction Worker		NV	8,900,000[b]	12,000,000[b]	21,000[b]	710,000[b]
DEQ RBCss–Excavation Worker		NV	---[a]	---[a]	590,000[b]	20,000,000[b]
EPA Region 9 PRGs (Industrial)						
Reliable Consensus-Based PEC		NV	NV	NV	NV	561
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV

Table 1
TPH, PAHs, and VOCs in Surface Soil (0–0.5 feet bgs)
Marine Finance Corporation Property
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM			VOCs by EPA Method 8260B	
		Phenanthrene ug/kg	Pyrene ug/kg	Total PAHs[c] ug/kg	Acetone ug/kg	Trichloro-fluoromethane ug/kg
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.67	ND	7.64	ND	ND
SS-3	8/10/2000	ND	ND	ND	NA	NA
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	NA	NA
SS-6	08/10/00	ND	0.65	0.65	66	ND
SS-7	08/09/00	490 J	830 J	4,999	ND	ND
SS-8	8/10/2000	ND	ND	0.44	ND	ND
SS-9	08/10/00	0.52	0.9	8.13	ND	10
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.47	1.75	NA	NA
SS-12	08/20/03	268	391	4,726	NA	NA
SS-13	08/20/03	13.4 U	13.4 U	214.4 U	NA	NA
SS-14	08/20/03	56.6	94.8	874.6	NA	NA
SS-15	08/20/03	250	323	2,289.3	NA	NA
SS-16	08/20/03	132	497	3,514.3	NA	NA
SS-17	08/20/03	134	295	2,362.2	NA	NA
SS-18	08/20/03	84.6	177	1,462	NA	NA
SS-19	10/15/03	29.5	43.7	367.5	NA	NA
SS-20	10/15/03	60.2	172	1,367.7	NA	NA
SS-21	10/15/03	476	1,180	6,950.2	NA	NA
Mean		153.5	287.1	1,821.6	66.0	10.0
Screening Criteria						
DEQ RBCss–Occupational		NV	21,000,000[b]	NV	NV	NV
DEQ RBCss–Construction Worker		NV	6,700,000[b]	NV	NV	NV
DEQ RBCss–Excavation Worker		NV	---[a]	NV	NV	NV
EPA Region 9 PRGs (Industrial)					6,000,000	2,000,000
Reliable Consensus-Based PEC		1,170	1,520	22,280	NV	NV
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	290	NV

Table 2
Benzo(a)pyrene in Surface Soil (0–0.5 bgs) within 100 feet of Top of Riverbank
Marine Finance Corporation Property
Portland, Oregon

Sample Location	Date	Benzo(a)-pyrene (ug/kg)
SS-1	8/11/2000	0.32 U
SS-2	8/11/2000	0.91
SS-3	8/10/2000	0.32
SS-7	08/09/00	470 U
SS-8	8/10/2000	0.33 U
SS-9	08/10/00	0.79
SS-10	8/10/2000	0.33 U
SS-11	08/10/00	0.33 U
SS-12	08/20/03	330
SS-14	08/20/03	66.3
SS-15	08/20/03	171
SS-16	08/20/03	361
SS-17	08/20/03	244
SS-18	08/20/03	129
SS-21	10/15/03	692
Mean		164.4
Reliable Consensus-Based PEC		1,450
DEQ Level II SLV Sediment —Bioaccumulation		100

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Table 3
Detections of Semivolatile Organic Compounds in Sediment
Marine Finance Corporation Property
Portland, Oregon

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
N-Nitrosodiethylamine		NA		NA	NA	NA	NA	NA	NA
Aniline		NA		NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)ether									
Phenol	6 J		7 J	6 J	9 J			6 J	6 J
2-Chlorophenol									
1,3-Dichlorobenzene									
1,4-Dichlorobenzene									
1,2-Dichlorobenzene									
Benzyl Alcohol									
bis(2-Chloroisopropyl)ether									
2-Methylphenol									
Hexachloroethane									
N-Nitroso-di-n-propylamine		3 J							
3- and 4-Methylphenol									
Nitrobenzene									
Isophorone									
2-Nitrophenol									
2,4-Dimethylphenol									
bis(2-chloroethoxy)methane									
2,4-Dichlorophenol									
Benzoic Acid	50 J	80 J	50 J	80 J	50 J			80 J	50 J

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Table 3
Detections of Semivolatile Organic Compounds in Sediment
Marine Finance Corporation Property
Portland, Oregon

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1,2,4-Trichlorobenzene									
Naphthalene	4 J	29 J	18 J	140 J	99 J	300 J	1,200	19 J	10 J
4-Chloroaniline									
Hexachlorobutadiene									
4-Chloro-3-methylphenol									
2-Methylnaphthalene	2 J	8 J	10 J	35	17	100 J	920	10 J	3 J
Hexachlorocyclopentidiene									
2,4,6-Trichlorophenol									
2,4,5-Trichlorophenol									
2-Chloronaphthalene									
2-Nitroaniline									
Acenaphthylene	6 J	40 J	33 J	280 J	270 J	100 J	600 J	42 J	10 J
Dimethylphthalate	0.6 J	1 J		1 J	0.5 J				
2,6-Dinitrotoluene									
Acenaphthene	29	50	94	200	270	1,500	18,000	83	10 J
3-Nitroaniline									
2,4-Dinitrophenol									
Dibenzofuran	7 J	23	25	69	21	200 J	1,500	6 J	2 J
4-Nitrophenol							600 J		
2,4-Dinitrotoluene									
Fluorene	16	46	55	310	370	1,600	16,000	35	8 J

Table 3
Detections of Semivolatile Organic Compounds in Sediment
Marine Finance Corporation Property
Portland, Oregon

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
4-Chlorophenylphenyl ether									
Diethylphthalate	3 J	4 J	3 J	10 J	3 J			2 J	3 J
4-Nitroaniline									
2-Methyl-4,6-Dinitrophenol									
N-Nitrosodiphenylamine									
4-Bromophenylphenyl ether									
Hexachlorobenzene									
Pentachlorophenol									
Phenanthrene	130 J	120 J	180 J	2,000	2,300	15,000	120,000	150 J	82 J
Anthracene	29 J	38 J	53 J	280	170 J	820	25,000	46 J	10 J
Di-n-butylphthalate									
Fluoranthene	230 J	180 J	250 J	4,100	4,100	17,000	100,000	210 J	360 J
Pyrene	220 J	200 J	260 J	4,100	3,900	21,000	130,000	240 J	450 J
Butylbenzylphthalate		6 J	3 J				100 J	4 J	
3,3'-Dichlorobenzidine									
Benzo(a)anthracene	120	93	110	2,100	1,700	6,100	28,000	100	100 J
Chrysene	140	120	130	2,300	2,100	7,200	34,000	130	100 J
bis(2-Ethylhexyl)phthalate	50 J	90 J	300 J	90 J	20 J		200 J	90 J	
Di-n-octylphthalate									
Benzo(b)fluoranthene	170 J	110 J	120 J	2,200	1,900	6,400	25,000	130 J	100 J
Benzo(k)fluoranthene	55	38	41	221	210	2,400	7,900	44	60 J

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Table 3
Detections of Semivolatile Organic Compounds in Sediment
Marine Finance Corporation Property
Portland, Oregon

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Benzo(a)pyrene	120	100	110	2,000	1,600	6,800	30,000	130	100 J
Indeno(1,2,3-cd)pyrene	58	63	100	1,600	340	5,600	21,000	100	100 J
Dibenzo(a,h)anthracene	10 J	10 J	20 J	97	58	400 J	1,900	20 J	
Benzo(g,h,i)perylene	44	56	99	1,700	300	5,700	25,000	110	200 J
LPAH	187 J	293 J	390 J	2,965 J	3,326 J	18,600 J	156,720 J	339 J	123 J
HPAH	1,196 J	1,008 J	1,293 J	20,698 J	16,378 J	79,420 J	427,800	1,260 J	1,580 J

AAC001307

Table 4
Summary of Potential Sources and Transport Pathways to Willamette River
Marine Finance Corporation Property
Portland, Oregon

Potential Sources	Media Impacted						Chemicals of Interest				Potential Complete Pathway				
	Surface Soil	Subsurface Soil	Groundwater	Catch Basin Solids	Surface Water	River Sediment	Benzo(a)pyrene	Polycyclic Aromatic Hydrocarbons	Lead	Copper	Overland Transport	Groundwater	Direct Discharge—Overwater	Direct Discharge—Storm/Wastewater	Riverbank Erosion
Upland Areas															
Soil within 100 feet of the top of the riverbank	*						*		*	*	*			*	
Overwater Areas															
Hendren Tow Boat						*		*					*		

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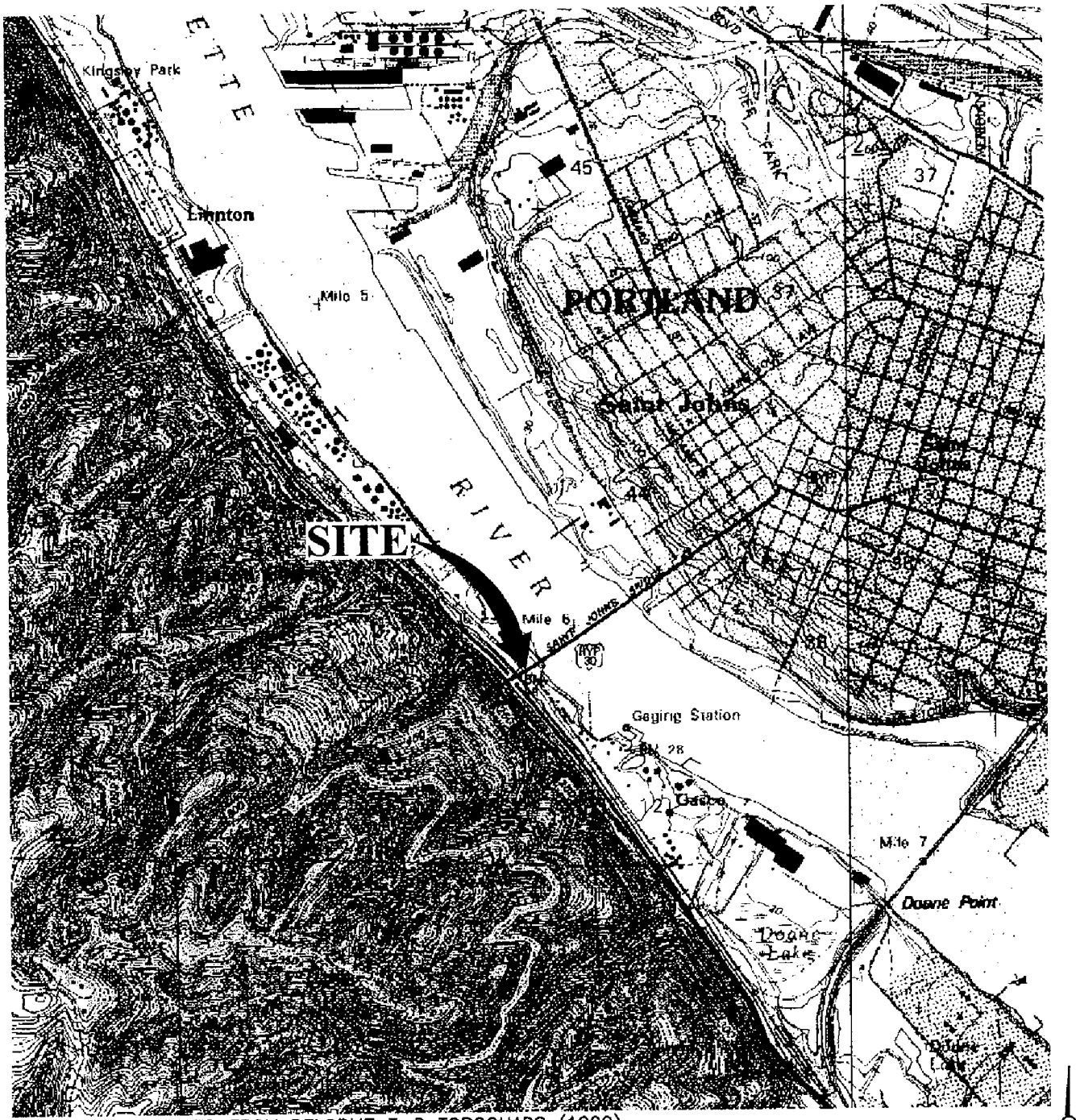

BASE MAP PREPARED FROM DELORME 3-D TOPOQUADS (1999).

SITE ADDRESS: 8444 NW ST. HELENS ROAD, PORTLAND, OREGON
NE1/4 SE 1/4 OF S11, T1N, R1W

0 2000 4000

SCALE IN FEET

Vancouver:
(360) 694-2691
Portland:
(971) 544-2139

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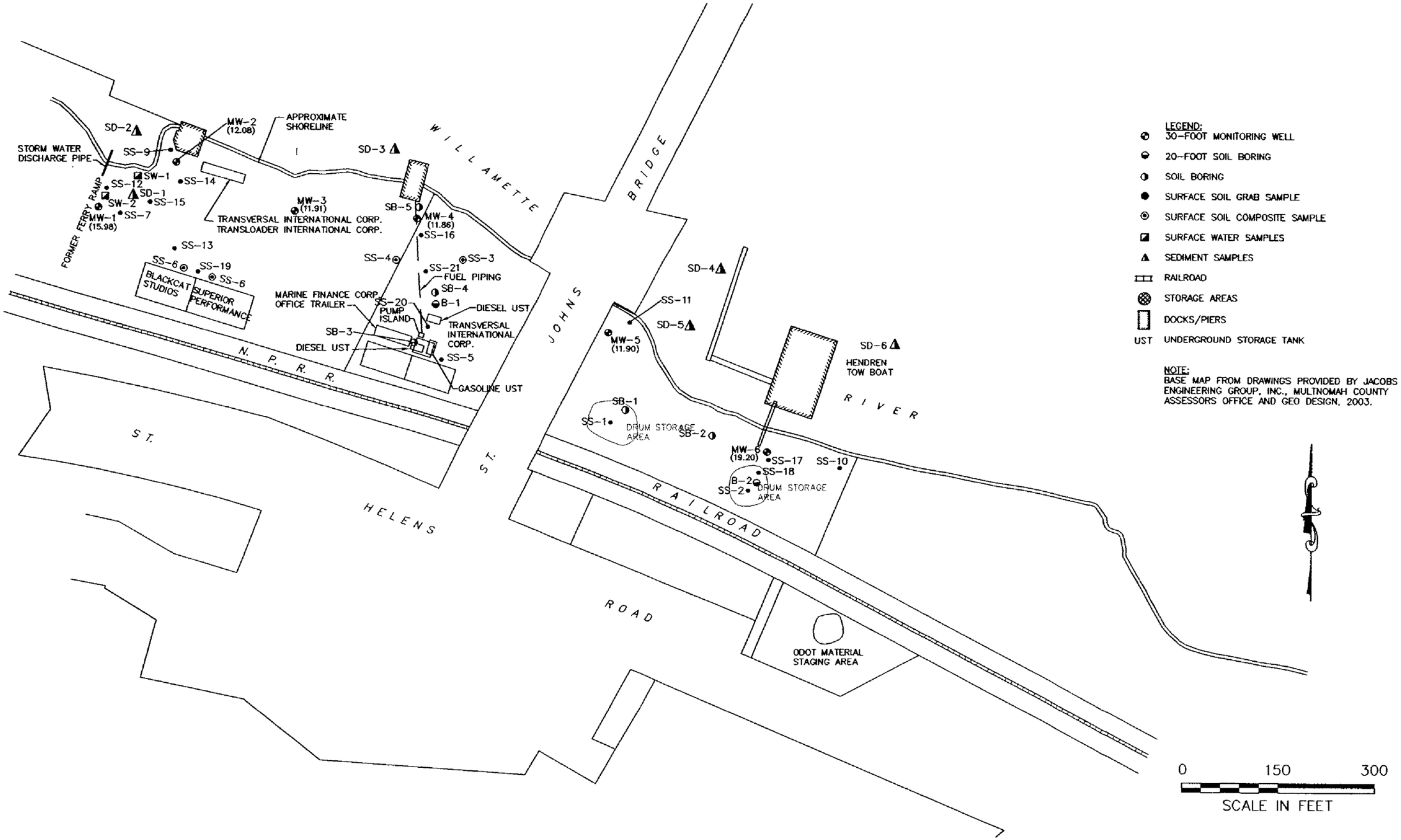
PROJECT NO.
0100.01.01

Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

SITE LOCATION

File: G:\0000\0100.01_ADVANCED AMER CONSTRUCTION\01\SITE LOCATION MAP.DWG Last edited: SEP. 17, 2004 @ 10:41 a.m. by: dglaus Xrefs: none black/white

LAYOUT: 1



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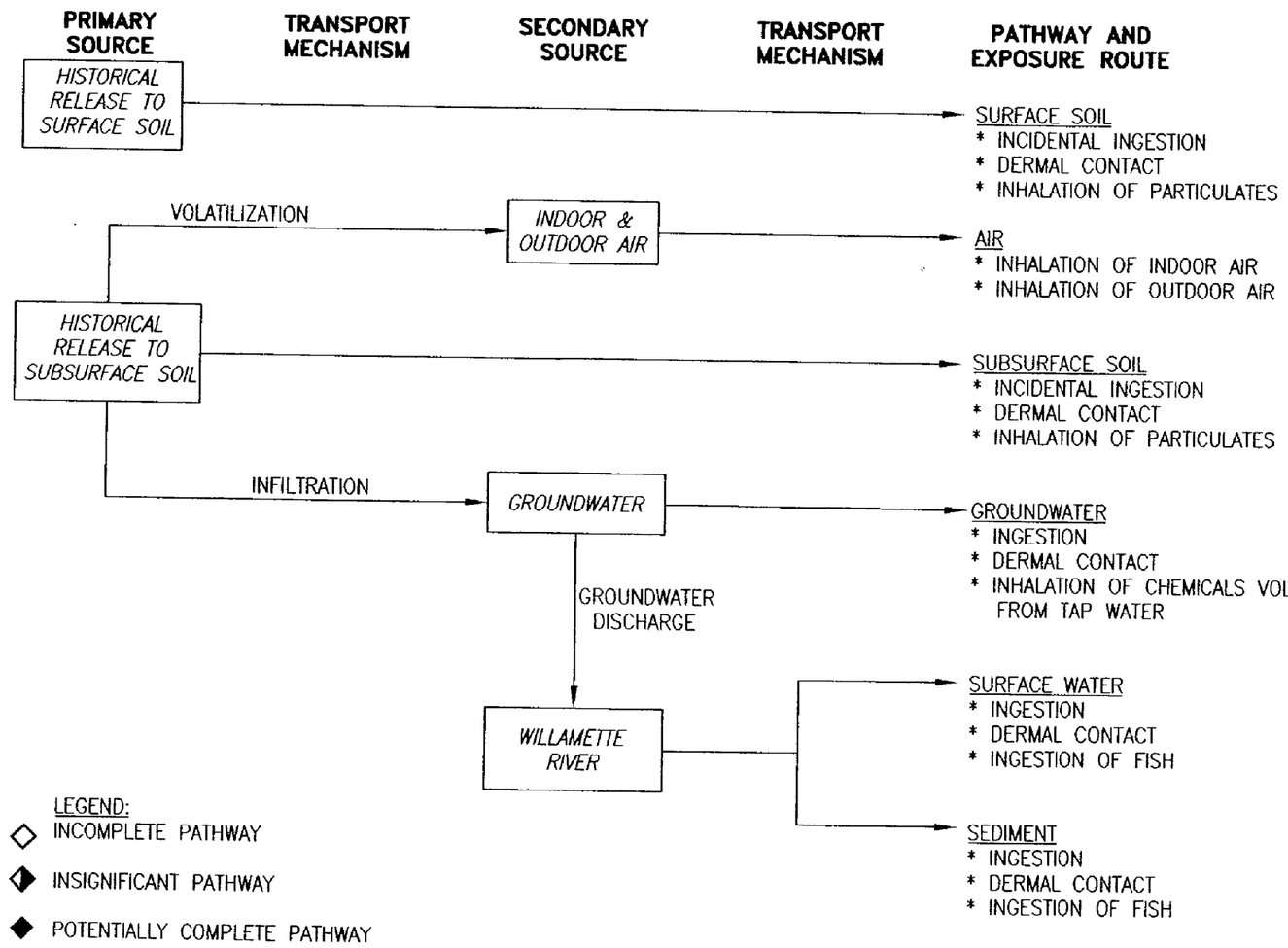
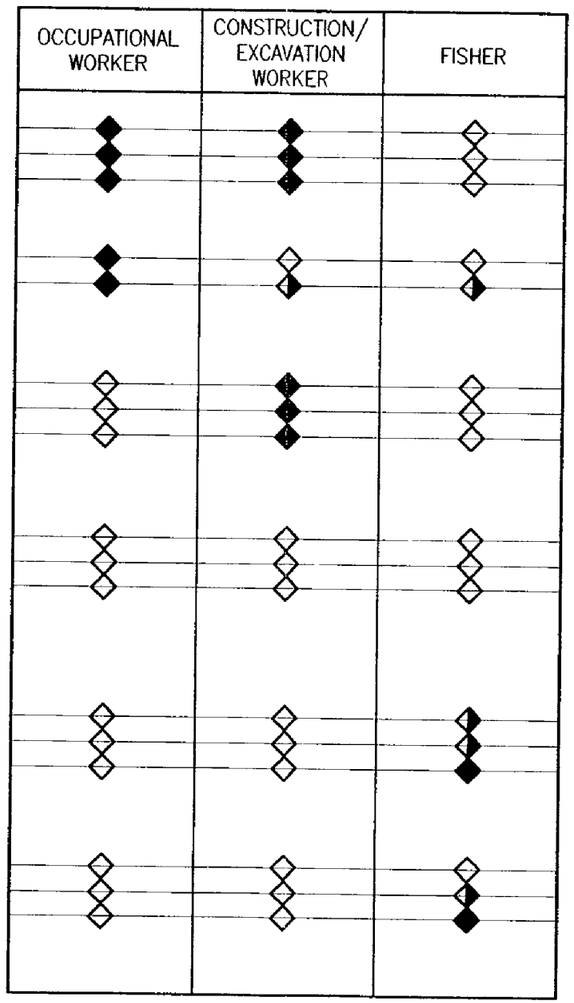
0100.01.01

Figure 2
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
SITE FEATURES AND SAMPLE LOCATIONS

File: G:\0000\0100.01_ADVANCED AMER CONSTRUCTION\01\SITE MAP.DWG Last edited: SEP. 16, 2004 @ 1:32 p.m. by: dglaus Xrefs: site base, sample base bla

LAYOUT: 1





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DATE 08/09/04
DWN. AJY
APPR. AST
REVIS.
PROJECT NO.
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Figure 3
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL HUMAN EXPOSURE PATHWAYS

File: G:\0000\0100.01_ADVANCED AMER CONSTRUCTION\01\CONCEPTUAL SITE MODELS.DWG Last edited: SEP 16, 2004 @ 12:04 p.m. by: dglaus Xrefs: none bla

LAYOUT: 1

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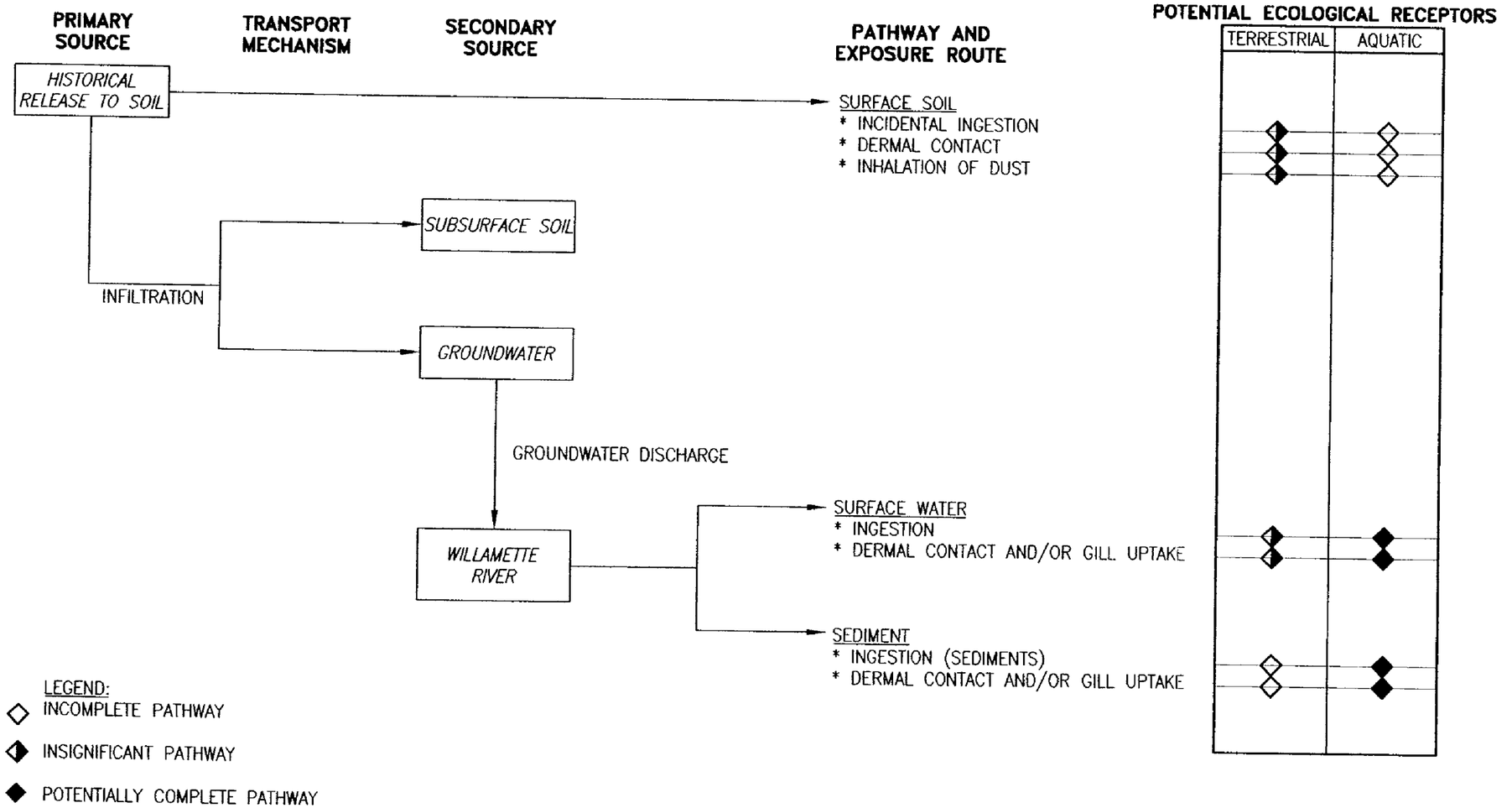

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Figure 4
ADVANCED AMERICAN CONSTRUCTION
PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL ECOLOGICAL EXPOSURE PATHWAYS

File: G:\0000\0100.01_ADVANCED AMER CONSTRUCTION\01\CONCEPTUAL SITE MODELS.DWG Last edited: SEP. 16, 2004 @ 1:34 p.m. by: dglaus Xrefs: none blo

LAYOUT: 2

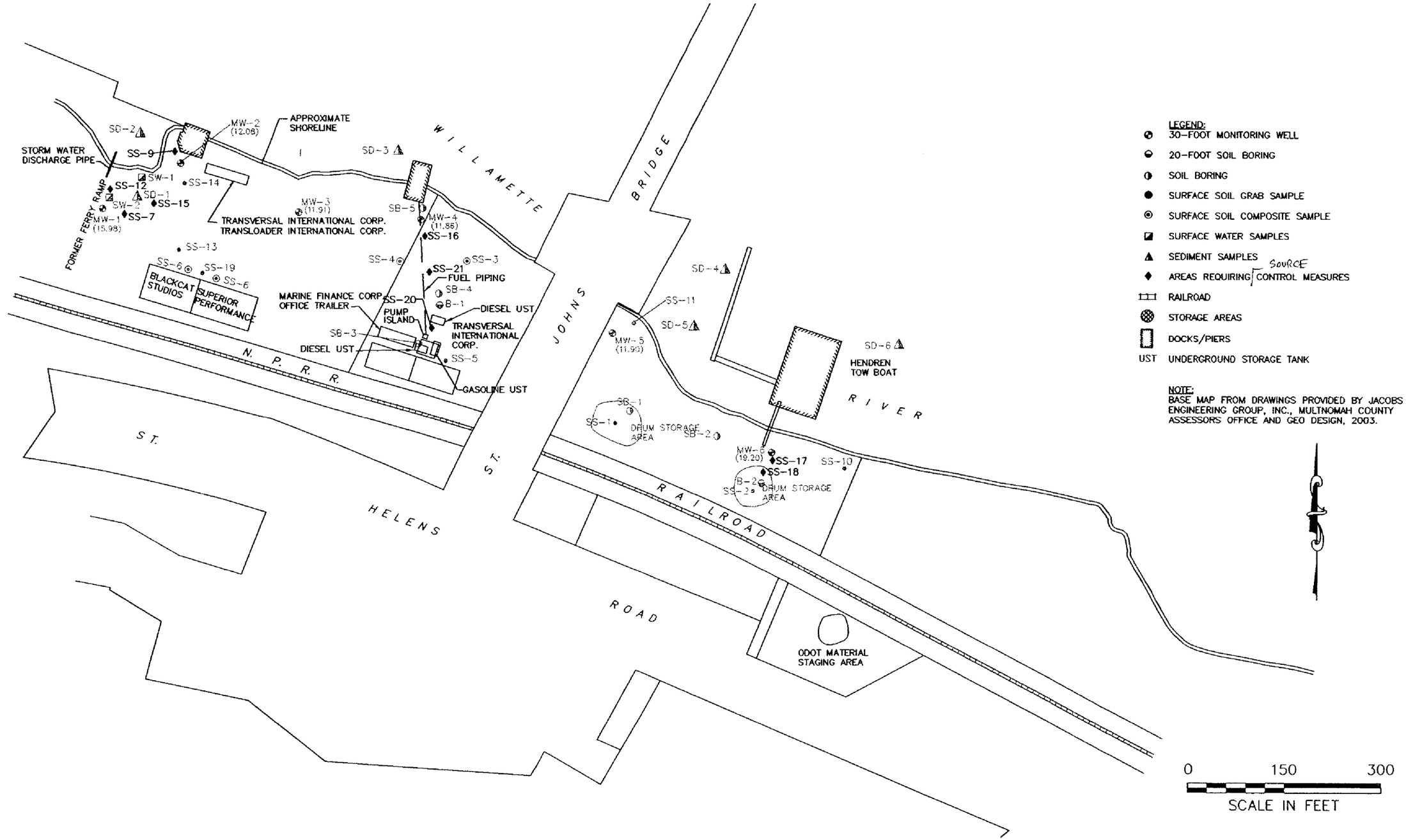

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Figure 5
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
AREAS REQUIRING SOURCE CONTROL MEASURES

File: G:\0000\0100.01_ADVANCED AMER CONSTRUCTION\01\AREA REQUIRE SOURCE CONTROL.DWG Last edited: SEP 17, 2004 @ 10:45 a.m. by: dglaus Xrefs: sit

LAYOUT: 1

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General Statistics

Data File				Variable:	Benzo(a)pyrene ug/kg	

Raw Statistics	
Number of Valid Samples	20
Number of Unique Samples	16
Minimum	0.155
Maximum	692
Mean	131.6218
Median	12.65
Standard Deviation	195.015
Variance	38030.87
Coefficient of Variation	1.481632
Skewness	1.671813

Gamma Statistics	
k hat	0.250019
k star (bias corrected)	0.245849
Theta hat	526.4477
Theta star	535.376
nu hat	10.00075
nu star	9.833968
Approx.Chi Square Value(.10)	4.748394
Adjusted Level of Significance	0.0866
Adjusted Chi Square Value	4.534577

Log-transformed Statistics	
Minimum of log data	-1.86433
Maximum of log data	6.539586
Mean of log data	2.039019
Standard Deviation of log data	3.430048
Variance of log data	11.76523

RECOMMENDATION

Data are Non-parametric (0.05)

Use Hall's Bootstrap UCL

In case Hall's Bootstrap method yields an erratic, unreasonably large UCL value, use 99% Chebyshev (Mean, Sd) UCL

Normal Distribution Test	
Shapiro-Wilk Test Statisitic	0.737327
Shapiro-Wilk 5% Critical Value	0.905
Data not normal at 5% significance level	

90% UCL (Assuming Normal Distribution)	
Student's-t UCL	189.5196

Gamma Distribution Test	
A-D Test Statistic	1.196055
A-D 5% Critical Value	0.866357
K-S Test Statistic	0.225146
K-S 5% Critical Value	0.212299
Data do not follow gamma distribution at 5% significance level	

90% UCLs (Assuming Gamma Distribution)	
Approximate Gamma UCL	272.5899
Adjusted Gamma UCL	285.4432

Lognormal Distribution Test	
Shapiro-Wilk Test Statisitic	0.81603
Shapiro-Wilk 5% Critical Value	0.905
Data not lognormal at 5% significance level	

90% UCLs (Assuming Lognormal Distribution)	
90% H-UCL	130503.3
90% Chebyshev (MVUE) UCL	2847.796
95% Chebyshev (MVUE) UCL	3777.917
97.5% Chebyshev (MVUE) UCL	5068.888
99% Chebyshev (MVUE) UCL	7604.751

90% Non-parametric UCLs	
CLT UCL	187.506
Adj-CLT UCL (Adjusted for skewness)	199.1472
Mod-t UCL (Adjusted for skewness)	192.2365
Jackknife UCL	189.5196
Standard Bootstrap UCL	185.1142
Bootstrap-t UCL	207.9191
Hall's Bootstrap UCL	199.9882
Percentile Bootstrap UCL	186.707
BCA Bootstrap UCL	182.1403
90% Chebyshev (Mean, Sd) UCL	262.4418
95% Chebyshev (Mean, Sd) UCL	321.6989
97.5% Chebyshev (Mean, Sd) UCL	403.9454
99% Chebyshev (Mean, Sd) UCL	565.5028

AAC001314

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08/18/04 SJB
FOR YOUR INFORMATION
JORDAN SCHRADER

MEMORANDUM

TO: Mark Pugh: Oregon Department of Environmental Quality
DATE: August 13, 2004

FROM: Jeffrey Peterson, PhD; Anna St. John, RG; and Madi Novak
PROJECT: 0100.01.01

RE: Screening-Level Risk Evaluation for Soil and Groundwater, Marine Finance Corporation Property, Portland, Oregon

On behalf of Advanced American Construction Properties, LLC (AACP), Maul Foster and Alongi, Inc. (MFA) has prepared this Technical Memorandum (Memorandum) summarizing results of previous environmental investigations performed at the Marine Finance Corporation (MFC) property at 8444 N.W. St. Helens Road, Portland, Oregon (see Figure 1). AACP is currently negotiating a Prospective Purchaser's Agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, this Memorandum evaluates existing site assessment data and identifies environmental media, locations, and chemicals that may require further investigation to define risks that contaminants may pose to human health and the environment. The elements for the Memorandum were discussed with the DEQ during a meeting on August 2, 2004, and outlined in an August 2, 2004, technical memorandum. DEQ approved the elements of the Memorandum via electronic mail on August 3, 2004.

This Memorandum evaluates only contaminants that have been detected in soil and groundwater of the upland part of the site. It is our understanding that potential sediment contamination in the adjacent Willamette River will be addressed separately, and the PPA for the property will focus on the upland part of the site.

Based on the results of the preliminary risk screening, MFA recommends that the costs and benefits associated with implementing a program to manage contaminants in soil should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure (e.g., capping of nearshore soil). Because the benefits of additional investigations are uncertain, MFA asserts that it is more protective and cost-effective to manage soil based on preliminary risk assessment findings, instead of performing additional assessment.

BACKGROUND

This section provides a brief description of background information such as site setting, site history, and current and reasonably likely future beneficial uses of land and water. The background information provides the conceptual foundation for the risk evaluation. More detailed descriptions of relevant background information are presented in the Phase One Environmental Assessment Report (PBS Environmental [PBSE], 1993), the Preliminary Assessment and Expanded Preliminary Assessment Work Plan (Jacobs Engineering Group, Inc. [Jacobs], 2000a), the Expanded Preliminary Assessment

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Data Report (XPA) (Jacobs, 2000b), and the Phase II Environmental Site Assessment (Phase II ESA) (GeoDesign, Inc. [GeoDesign], 2003).

Site Description

The MFC site includes approximately 7.46 acres of land along the west bank of the Willamette River in Portland, Oregon (see Figure 1). The St. Johns Bridge passes over the site, and approximately two-thirds of the property is located north of the bridge (see Figure 2). The property is flat to gently sloping toward the river. The site is located in section 11, township 1N, range 1W, Willamette Meridian.

Presently the site is used for temporary equipment storage for painting of the St. Johns bridge and tug boat moorage and operations. Structures at the site include two metal Quonset huts, a wood-frame modular office building, a small trailer house, a small wooden shed, and a floating-home builder's dock, as well as a gangway and docks leased by a tug boat company, Hendren Tow Boat. The actively used areas of the site have limited vegetative cover and consist mostly of gravel. A riprap-armored embankment is located adjacent to the river.

Site History

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since the 1920s or earlier, the site has been used by various marine construction and tow boat/barge companies (PBSE, 1993). Metal salvage operations occurred at the site in the 1980s and 1990s. Also, three underground storage tanks (USTs) were removed from the site in 1988. These USTs were used to store diesel and gasoline, and may have been used to supply fuel to river vessels.

Previous Investigations

In 1997, the U.S. Environmental Protection Agency (USEPA) conducted a study of sediments of the Lower Willamette River (USEPA, 1998). As part of this study, a subsurface sediment sample was collected adjacent to the subject site, and surface sediment samples were collected both upstream and downstream of the site. Concentrations of several chemicals were elevated above apparent baseline values for the Portland Harbor in the sediment sample collected adjacent to the site. Also, the concentrations of several chemicals in samples collected upstream and downstream of the site were lower than those in the sample collected adjacent to the site.

In August 2000, Jacobs (a contractor for the DEQ) began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, 13 soil samples, and two surface water samples. Samples were collected at locations where contaminants may have been released, based on information regarding historical site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and butyltins.

Jacobs (2000b) reported that TPH was detected in surface soil at most sample locations. Also, Jacobs noted that concentrations of several metals were elevated above natural background levels in soil at several locations. Two VOCs were detected in surface soil samples, but none was detected in subsurface soil. Several SVOCs were detected in both surface and subsurface soil. PCBs were not detected in any soil sample. Tri-n-butyltin (TBT) was observed in soil at several locations. Also, several chemicals were detected in groundwater grab samples at concentrations above the respective USEPA Region 9 Preliminary Remediation Goals (PRGs) for tap water (Jacobs, 2000b).

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland part of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately six locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately ten locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign began a phased investigation of soil and groundwater to address the assessment tasks identified by the DEQ.

The Phase II ESA report presented analytical results of subsurface soil samples and the first round of groundwater monitoring (GeoDesign, 2003). It was reported that diesel- and heavy-oil-range hydrocarbons were detected in two of the eight subsurface soil samples analyzed. Reported concentrations were below the DEQ's Level 1 Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs; and 2-chlorotoluene was detected in one of the samples. Eleven subsurface soil samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), and several PAHs were detected in soil samples. Of the metals analyzed in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG (GeoDesign, 2003).

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. The initial groundwater monitoring event was performed in April 2003 (GeoDesign, 2003). The highest detected concentration of total arsenic in groundwater was above the tap water PRG, and the highest total lead concentration in groundwater was above a potentially applicable DEQ Risk-Based Concentration (RBC). Several PAHs were detected at concentrations below potentially relevant RBCs and PRGs. VOCs were not detected in groundwater samples (GeoDesign, 2003).

GeoDesign conducted additional groundwater sampling events in July 2003 and April 2004. Also, surface soil samples were collected in August 2003. These additional soil and groundwater sample results were not included in a report, but are presented and evaluated in this Memorandum.

Chemicals of Interest

Based on findings of the above investigations, the chemicals of interest (COIs) in soil include metals, TPH, PAHs, VOCs, and butyltins. COIs for groundwater include metals and PAHs.

Geology and Hydrogeology

The geology of the region is characterized generally by a broad structural depression or basin bordered by the Cascade Mountains on the east and the Coast Range Mountains on the west (Jacobs, 2000b). Geologic formations in the basin are also folded and dissected by a number of northwest-trending faults. The Tualatin Mountains form a northwest-trending anticlinal ridge that is faulted along its eastern flank by the Portland Hills fault. The Willamette River flows along the base of the eastern side of the Tualatin Mountains. A number of additional faults are located approximately parallel or perpendicular to the Portland Hills fault and are mapped along or near the Tualatin Mountains. An inferred graben is identified immediately southeast of the site.

The site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material appears to be present from ground surface to approximately 18 to 23 feet below ground surface (bgs). Wood chips were noted in at least two boreholes at the contact between presumed fill and native material (Jacobs, 2000b). Also, aerial photographs from 1938 and 1940 and from 1961 and 1972 indicate that a significant amount of fill material was added to the site during both of these periods (Jacobs 2000a).

Terrace deposits unconformably overlie alluvium of the Willamette River basin. These deposits are of Pleistocene age and are composed of indistinguishable, unconsolidated, stratified sand and silt. The terrace deposits at the site are approximately 10 feet thick, while the alluvium deposits are known to have a maximum thickness of 100 feet. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale Formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale Formation ranges from zero to more than 1,100 feet.

Groundwater is approximately 7 to 24 feet bgs, depending on location and season based on static water-levels measured in on-site monitoring wells (Table 1). In May 2003, the hydraulic gradient was east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (GeoDesign, 2003).

Beneficial Uses of Land and Water

One of the first steps in risk assessment is identification of the mechanisms by which human and ecological receptors may be exposed to site-related chemicals. In order to define relevant exposure pathways, it is important to understand how land and water are used at a site and how they are likely to be used in the future. The current and reasonably likely future beneficial uses of land and water at and near the site are discussed below.

The site currently is used to support commercial and industrial operations, and has been used as a commercial/industrial property since at least the 1920s (PBSE, 1993). No residences are present on the site, and with the possible exception of a private dwelling located on the site in the 1930s, the site has

not been used to support residential developments in the recent past. Riverfront properties near the site are used for industrial purposes. Land west of St. Helens road near the site is a mix of residential, commercial, industrial, and recreational properties (Jacobs, 2000a).

It is likely that the property will continue to be used for commercial and industrial purposes in the foreseeable future. The site has been used historically and is used currently for commercial and industrial purposes, and neighboring riverfront properties also are used for these purposes. In addition, the prospective purchaser (AACP) is planning to use the site for commercial/industrial purposes. It is unlikely that the site will support residences in the foreseeable future.

Groundwater beneath the site is not being used as a source of drinking water (Jacobs, 2000a). On-site facilities are currently supplied with municipal water. It appears that the site has been supplied with municipal water since the 1920s (PBSE, 1993).

Based on water use information in Jacobs (2000a), 52 water wells are located within a 1-square-mile area around the site. Three of these wells were identified as water supply wells, and one of the water supply wells was listed as abandoned. The two wells that are presumed to be active are located upgradient of the site. Results of the well search indicate that groundwater near the site is not being used for irrigation, industrial, engineering, or livestock-watering purposes. Also, there is no trend to indicate that consumptive uses of groundwater are increasing near the site.

Shallow groundwater at the site may discharge to the Willamette River. The Willamette River supports a number of highly valued aquatic organisms, and groundwater contributions to aquatic habitats in the river is an important beneficial use. Current surface water uses of the Willamette River in the region include aesthetic quality, recreation (including recreational and subsistence fishing), transportation, wetlands, fishing and hunting, and fish and wildlife habitat (including anadromous fish passage).

In summary, it appears unlikely that shallow groundwater at the site will be used as a water supply source for domestic, agricultural, or industrial purposes in the foreseeable future. Municipal water is reliable and relatively inexpensive, and is likely to remain the sole water source for the site in the near future. The most important beneficial use of groundwater at the site appears to be possible discharge to the Willamette River.

Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary CSM is to identify potential pathways by which human and ecological receptors may be exposed to site-related chemicals. The processes by which these receptors may be impacted by site-related chemicals are then investigated and evaluated. Potential exposure scenarios that involve human receptors are presented in Figure 3, and those involving ecological receptors are presented in Figure 4. The CSM for the site is discussed below.

Concentrations of several metals in surface soil samples appear to be elevated above background levels (Jacobs, 2000b). Metals may have been released on the surface as a result of historical metal salvage operations at the site.

Based on visual observations of stained surface soil and the results of TPH analyses, it appears that surface releases of petroleum products have occurred at the site. There also have been documented subsurface releases of petroleum products from the former USTs (Jacobs, 2000a).

The primary mechanisms that affect transport and fate of released petroleum products include leaching to groundwater, volatilization from soil or groundwater to air, advection and dispersion in groundwater, sorption to the soil matrix, and natural degradation processes. Similar processes structure the fate of metals in the environment, although volatilization is insignificant for most metals. Also, the fate of metals in soil and groundwater can be strongly determined by reduction/oxidation conditions and pH. The relative importance of these various processes in structuring the dynamics of contaminant fate and transport vary, depending on the chemical and physical properties of a released contaminant. The properties of soil and the dynamics of groundwater flow also shape contaminant fate and transport.

Precipitation that falls on the site can percolate through the vadose zone, and it is possible that chemicals with relatively high solubility may leach from soil to pore water. Also, when the water table rises and interacts with chemicals sorbed to soil, some may partition into groundwater. Once in groundwater, dissolved contaminants may be transported by diffusion and advection in groundwater horizontally away from the original source. Dispersion, retardation, and biodegradation may act to reduce dissolved concentrations of chemicals in groundwater downgradient of the source area.

Some volatile contaminants that are either adsorbed to soil or dissolved in groundwater may volatilize to soil pore spaces. Chemical vapors in pore spaces may eventually migrate through the soil matrix and enter outdoor air. Once in outdoor air, mixing with ambient air is expected to reduce airborne chemical concentrations rapidly and substantially. If buildings are located over soil or groundwater that has been contaminated with volatile chemicals, it is possible that vapors may eventually enter indoor air by penetrating cracks in a building floor or foundation.

Petroleum hydrocarbons and metals have been detected in surface soil (less than 3 feet bgs) at several locations. It is assumed that workers (occupational, construction, and excavation) can have direct contact with chemicals in surface soil. Direct contact exposure routes include incidental soil ingestion, inhalation of vapors or particulates, and dermal contact with soil.

The vadose zone is the relatively unsaturated layer of soil that lies above the water table. Soil at or below the water table is assumed to be saturated. Over most of the site, the lower extent of the vadose zone is at least 12 feet bgs (see Table 1). It is assumed that there are three pathways by which on-site workers could have direct or indirect exposure to chemicals found in subsurface vadose zone soil. First, it is assumed that volatile chemicals in the vadose zone could migrate through the soil matrix and enter outdoor air where they could then be inhaled by outdoor workers. Also, vapors from chemicals in the vadose zone could possibly migrate to the foundation of a building, penetrate the building through cracks in the foundation, and enter indoor air where they could then be inhaled by indoor workers.

Finally, it is assumed that construction and excavation workers could expose and contact chemicals in subsurface soil. However, it should be noted that very few volatile chemicals have been detected in soil, and most COIs for the site do not have properties that would allow for significant vapor phase migration to indoor or outdoor air.

Groundwater at the site is not used for drinking purposes. It is assumed that on-site workers could be exposed to volatile hydrocarbons that migrate from groundwater to indoor or outdoor air. Because the depth to groundwater over most of the site is below the depth of most excavations (approximately 10 feet bgs), it is unlikely that potential future excavations at the site would extend to groundwater. Also, in the unlikely event that an excavation were developed below the water table, Occupational Safety and Health Administration rules require that excavations be dewatered before worker entry. As a result, it is unlikely that future excavation workers could have substantial direct contact with chemicals in groundwater.

The DEQ soil RBCs and USEPA Region 9 PRGs for the leaching to groundwater pathway do not appear to be relevant compliance conditions for the site. These soil screening values are estimated using models that simulate partitioning of chemicals from soil to groundwater, and they are designed to protect groundwater that is used for drinking purposes. As mentioned previously, shallow groundwater is not used for drinking purposes at the site. Also, empirical data regarding groundwater quality are available to evaluate risks associated with exposure to impacted groundwater. As a result, model estimates that predict chemical concentrations in groundwater are not necessary for the risk evaluation because actual groundwater quality data can be used for this purpose.

It is unlikely that terrestrial ecological receptors could have significant exposure to site-related chemicals in soil. The site is an active commercial/industrial facility with no significant terrestrial ecological habitats. Also, it is unlikely that the site will be developed to support natural habitats in the future. Commercial and industrial activities at the site are expected to limit wildlife foraging activities that could lead to exposure to chemicals in soil.

Stormwater runoff and other processes could possibly transport chemicals in surface soil to the adjacent Willamette River where particles could eventually settle as sediment. Sediment-dwelling biota could then contact chemicals in sediment. Also, waterborne chemicals in groundwater could be transported to the Willamette River. If shallow groundwater discharges to the river, sediment-dwelling biota could be exposed to chemicals in sediment pore water. Upon groundwater discharge to the river, mixing with ambient surface water is expected to substantially reduce waterborne concentrations of site-related chemicals. However, it is possible that relatively pelagic aquatic species could be exposed to chemicals in surface water of the river.

In summary, the primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface soil.

- Commercial/Industrial workers may have indirect exposure to volatile chemicals that migrate from soil or groundwater to indoor or outdoor air.
- Excavation and construction workers may directly contact (e.g., ingestion, dermal contact, inhalation) chemicals in surface and subsurface soil.
- Sediment-dwelling biota may contact chemicals that migrate from soil via overland flow to sediment of the Willamette River.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.

SCREENING LEVEL RISK ASSESSMENT

To identify media and contaminants that may require additional investigation, a screening-level risk evaluation was performed. Available analytical results from upland soil, groundwater, and surface water samples were assembled into tables. These results were compared to relevant risk-based screening concentrations for the above exposure scenarios. Screening assessment methods and findings are described below.

Data Evaluation

Analytical results used in this screening level risk evaluation were from the following sources: the XPA (Jacobs, 2000b), the Phase II ESA (GeoDesign, 2003), and supplemental surface soil and groundwater data from GeoDesign that had not been included in a written report. The previously unreported data included results of groundwater sampling events performed in July 2003 and April 2004 and results of surface soil samples collected in August 2003. The sources for sample results are summarized in Table 2. The analytical program for each sample and comments on data quality are also included in Table 2.

Soil and groundwater samples were collected from locations that have the potential to be impacted by contaminants of interest (e.g., a former drum storage area, a former warehouse, near former USTs, in areas where soil staining was noted, and downgradient areas). Surface water samples were collected from a seep pool and stand pipe downgradient of potentially impacted areas. Groundwater samples were collected from wells installed close to the shoreline to assess shallow groundwater contaminants potentially discharging to the Willamette River. Sample locations are depicted in Figure 2. In general, soils were analyzed for TPH, VOCs, PAHs, metals, and butyltins, and water samples were analyzed for VOCs, SVOCs, and metals.

Groundwater samples collected in April 2003 were analyzed for total metals. Samples collected in July 2003 and April 2003 were analyzed for dissolved metals.

The receipt and reduction of the analytical data for each source are described below.

- Phase II ESA and supplemental surface soil and groundwater data were received as data table summaries in electronic worksheets from GeoDesign. MFA updated the presentation of the data (e.g., changed ND<0.500 to 0.500 U) but did not change any values or qualifiers. The data include detections and reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

- XPA data were received as data table summaries generated by Jacobs in hardcopy format. The data were entered into an electronic worksheet by MFA. The data table summaries did not include reporting limits for nondetected analytes. Values were not verified against laboratory deliverables.

The quality of the data either is unknown or has not been verified by MFA. Table 2 elaborates on the status of data quality for each group of samples.

Risk Screening Methods

Concentrations of COIs in soil, groundwater, and surface water are compared with relevant risk-based screening concentrations for each potential exposure scenario. The risk-based screening values are conservative estimates of threshold concentrations for adverse effects, given long-term exposure to ɔntaminated environmental media. Various risk-based screening values have been calculated using ıarget risk levels that are consistent with DEQ's acceptable risk levels. If concentrations of a COI are below the relevant risk-based screening value for a particular exposure scenario, it is inferred that the chemical will not pose unacceptable risks to the target receptor. If concentrations of a COI are greater than a relevant risk-based screening value, it is inferred that the chemical has the potential to pose unacceptable risks and should be further evaluated.

Soil

To evaluate potential risks that workers might experience if they were exposed to metals or TBT in surface and subsurface soil, concentrations of these COIs were compared to USEPA Region 9 PRGs protective of industrial workers (USEPA, 2002a). The USEPA PRGs for carcinogens have a target risk level of one in a million (10^{-6}) excess cancer risk, and the target risk level for noncarcinogens is a hazard quotient of one. These PRGs consider incidental soil ingestion, inhalation of windborne soil particulates, and dermal contact with soil. Most metals are not volatile at ambient temperatures, and volatilization to indoor and outdoor air are considered insignificant exposure pathways. The PRGs for metals are presented in Tables 3 and 6, and the PRG for TBT is presented in Tables 5 and 8.

Based on site history and descriptions of soil sampling locations (Jacobs, 2000a; GeoDesign, 2003), it is likely that most of the detected TPH and PAHs originated from petroleum releases. Therefore, generic RBCs from the DEQ's Risk-Based Decision Making for the Remediation of Petroleum-Contaminated Sites (DEQ, 2003) were used to evaluate TPH and PAHs in soil.

)EQ RBCs for TPH and PAHs in surface and subsurface soil are presented in Tables 4 and 7, respectively. The RBCs for occupational, construction, and excavation workers are based direct contact

exposure routes such as incidental soil ingestion, inhalation of vapors or particulates, and dermal contact. Most of the petroleum constituents detected in soil at the site do not have chemical and physical properties that would cause them to volatilize and migrate in the vapor phase to indoor or outdoor air under natural conditions. Because these COIs cannot pose unacceptable risks through these indirect exposure scenarios (i.e., vapor migration), no generic RBCs have been listed by the DEQ (2003), and the pathways are not included in Tables 4 and 7.

No DEQ RBCs were available for the three VOCs detected in either surface or subsurface soil. Concentrations of these VOCs were compared with USEPA Region 9 industrial worker PRGs for soil (Tables 4 and 7).

To evaluate the potential for COIs in soil to migrate to Willamette River sediment at levels that may pose unacceptable risks to sediment-dwelling biota, concentrations in surface soil were compared with probable effect concentrations (PECs) for sediment (Tables 2 and 4). Comparison of soil concentrations to sediment PECs has been used to evaluate the potential for soil to impact sediment at other sites in Portland Harbor. A PEC is the concentration of a chemical in sediment that is associated with adverse effects in sediment toxicity tests. For a variety of reasons, some PECs are better predictors of chemical toxicity than others (MacDonald et al., 2000). For the purposes of this evaluation, only consensus-based PECs that were classified as reliable indicators of sediment toxicity (see MacDonald et al., 2000; Ingersoll et al., 2000) were used as soil screening values. Unlike many other PECs, reliable consensus-based PECs have been demonstrated to correctly predict the toxicity of chemicals in over 75 percent of the sediment samples evaluated (see MacDonald et al., 2000; Ingersoll et al., 2000).

PAHs are the primary soil COIs that could migrate to sediment and potentially bioaccumulate in the aquatic food chain. In general, PAHs are metabolized by vertebrates (i.e., fish, birds, mammals) and tend not to accumulate in tissues. However, some PAHs can bioaccumulate from sediment into tissues of some aquatic invertebrates, and fish or other consumers of aquatic biota may contact PAHs through their diets. Consistent with the approach used at other sites, DEQ screening level values (SLVs) for bioaccumulative PAHs in sediment were also used to evaluate the soil-to-sediment migration pathway (Table 4). The only PAH in soil for which a sediment bioaccumulation SLV was available was benzo(a)pyrene (DEQ, 2001).

The process for evaluating the linkages between concentrations of COIs in soil and potential risks that chemicals may pose to aquatic biota exposed to sediment is conservative and involves several sources of uncertainty. A number of factors are expected to reduce concentrations of COIs as they migrate in stormwater runoff from soil to sediment (e.g., mixing with ambient soil or sediment). Also, the media containing a COI may affect chemical toxicity. For example, the toxicity of sediment to benthic invertebrates is largely a function of the concentrations of chemicals in sediment pore water. Many benthic organisms receive a substantial portion of their total exposure through gill uptake of COIs that have partitioned into sediment pore water. A similar process is unlikely to be an important indicator of the toxicity of chemicals in soil (e.g., chemical partitioning into the voids in a soil matrix).

No reliable PEC was available for TBT. To evaluate whether TBT in surface soil can migrate to the Willamette River at unacceptable levels, soil concentrations were compared to the apparent baseline

concentration of TBT in sediment of the Lower Willamette River (USEPA, 1998). Surface soil concentrations were also compared to the DEQ bioaccumulation SLV for TBT in sediment (DEQ, 2001).

Groundwater

It is unlikely that human or ecological receptors can directly contact site-related COIs in groundwater. However, if COIs were to migrate in groundwater and discharge to the Willamette river, benthic organisms could contact these chemicals in sediment pore water at the groundwater/surface water interface, and other aquatic organisms could contact COIs in surface water. Also, it is assumed that if COIs were to migrate to surface water, they could bioaccumulate in fish tissues, and recreational fishers could contact these chemicals if they consumed fish harvested near the site.

To evaluate COIs in groundwater, it was assumed that aquatic organisms (including harvestable fish) would have long-term exposure to concentrations observed in groundwater. As a result, concentrations of COIs in groundwater were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Groundwater screening values for metals are presented in Table 9, and those for organic COIs are presented in Table 10.

For a variety of reasons, the groundwater risk evaluation is conservative and is likely to overestimate potential risks. First, concentrations of site-related contaminants in groundwater are expected to attenuate along the flow path from the chemical source to the Willamette River. If shallow groundwater discharges to the Willamette River, concentrations at the discharge boundary are expected to be lower than those measured in upland monitoring wells. Also, mixing with ambient water of the river either at or below the sediment/water interface is expected to cause a substantial decline in waterborne concentrations of COIs. As a result, actual human or aquatic receptors are likely to experience COI concentrations well below those observed in groundwater.

Surface Water

As reported in the XPA (Jacobs, 2000b), a surface water sample was collected from each of two small surface water features at the site. No VOCs or SVOCs were reported above method reporting limits (MRLs) in surface water samples (Jacobs, 2000b). However, several metals were detected in surface water. For the purposes of this risk screening evaluation, it is assumed that aquatic organisms (including harvestable fish) would have long-term exposure to metals observed in surface water. Concentrations of metals in surface water samples were compared to both DEQ SLVs protective of aquatic biota (DEQ, 2001) and USEPA ambient water quality criteria for humans that harvest and consume fish (USEPA, 2002b). Surface water screening values for metals are presented in Table 11.

Results

Results of the screening level risk evaluation for surface soil, subsurface soil, and groundwater are discussed below.

Surface Soil

As shown in Table 3, USEPA Region 9 industrial soil PRGs were available for 19 of the 23 chemicals evaluated in surface soil. With the exception of arsenic, concentrations of all metals in surface soil were below relevant PRGs. With the possible exception of arsenic, concentrations of metals in surface soil are not expected to pose unacceptable risks to human health.

Arsenic concentrations in 19 of the 21 surface soil samples were above the USEPA industrial soil PRG (Table 2). However, naturally occurring concentrations of arsenic in soil over much of western North America are above this PRG (USEPA, 2002a). The median concentration of arsenic in the 21 surface soil samples collected at the site is 4.1 milligrams per kilogram (mg/kg) (see Table 3). As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), the median concentration of arsenic in surface soil at the site is within the range of naturally occurring arsenic in soil at other locations in the region. Much of the soil at the site comprises fill material that may have been brought in from several different locations. It is possible that natural arsenic levels in fill material can differ depending on source location. Because of the heterogeneous nature of soil at the site, it may require a relatively large set of soil data to characterize "natural" levels of arsenic in surface soil with sufficient accuracy to distinguish potential anthropogenic arsenic contributions from natural levels.

Overall, there is little evidence to suggest that metals in surface soil may migrate to the Willamette River at concentrations that may pose unacceptable risks to sediment-dwelling biota. The concentration of copper in soil from sample location SS-9 was 270 mg/kg and above the reliable consensus-based PEC of 149 mg/kg for copper (see Table 3). Also, the concentration of lead in soil from sample location SS-21 was 136 mg/kg, which is slightly above the PEC of 128 mg/kg (see Table 3).

The concentrations of diesel-range petroleum hydrocarbons in surface soil are below generic RBCs for TPH as diesel (see Table 4). Also, TPH concentrations are below the estimated residual saturation concentration (a level that may indicate the presence of mobile product) of 10,000 mg/kg (DEQ, 2003). Although no attempt was made to formally score the site using DEQ's Soil Matrix standards, it is most likely that the Level 2 Soil Matrix Cleanup Levels would be applicable. The Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination is 500 mg/kg. The concentration of TPH as diesel in the soil from sample location SS-6 was above this soil matrix concentration, and heavy-oil-range TPH concentrations in soil samples from SS-6 and SS-12 exceeded the soil matrix level.

The composition of heavy oil petroleum products is variable, and the DEQ has not developed generic RBCs for heavy-oil-range petroleum hydrocarbon mixtures (DEQ, 2003). Instead, at sites requiring a risk evaluation for heavy-oil-range hydrocarbons, site-specific RBCs may be developed using TPH fraction data. The composition of the petroleum product can be characterized using the method for determining extractable petroleum hydrocarbon fractions, and with these composition data, a product-specific RBC can be developed (DEQ, 2003). The lack of heavy-oil-range hydrocarbon fraction information is a data gap for the site. However, the generic RBCs for TPH as diesel assume a fresh diesel formulation (DEQ, 2003), and fresh diesel is likely to be more toxic than most heavy-oil-range petroleum products. The heavy-oil-range TPH concentrations are below generic RBCs for diesel.

Eighteen PAHs were detected surface soil samples collected at the site (see Table 4). DEQ RBCs were available for 13 PAHs. With the exception of benzo(a)pyrene, the maximum detected concentrations of all PAHs in surface soil were below relevant DEQ RBCs (see Table 4). Concentrations of benzo(a)pyrene in soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above the DEQ RBC for occupational workers.

Reliable consensus-based PECs were available for six of the 18 PAHs detected in surface soil (see Table 4). The maximum detected concentrations of all PAHs were below relevant PECs. However, PAHs almost always occur in soil and sediment as a complex mixture of covarying compounds. To evaluate the toxicity of PAH mixtures, the mixture is often expressed as the sum of the concentrations of individual PAHs (total PAHs), and sediment toxicity is predicted based on comparisons with sediment quality guidelines for total PAHs (MacDonald et al., 2000). As shown in Table 4, concentrations of total PAHs in all surface soil samples were below the reliable consensus-based PEC. Therefore, it is inferred that PAHs in surface soil are unlikely to migrate to sediment of the Willamette River at concentrations that may cause adverse effects to sediment-dwelling biota.

If PAHs in soil were to migrate to sediment, some of these chemicals could accumulate in the tissues of benthic invertebrates. Fish that prey on these invertebrates could ingest PAHs that have accumulated in tissues of prey organisms. Of the PAHs detected in soil at the site, a DEQ bioaccumulation SLV was available for only benzo(a)pyrene. Concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV of 100 micrograms per kilogram (µg/kg) at the following surface soil sample locations: SS-7, SS-12, SS-15, SS-16, SS-17, SS-18, SS-20, and SS-21 (see Table 4).

Two VOCs (acetone and trichlorofluoromethane) were detected in surface soil at the site (see Table 4). Acetone was reported in soil from SS-6 at a concentration of 66 µg/kg, and the concentration of trichlorofluoromethane in the sample from SS-9 was 10 µg/kg. The USEPA Region 9 industrial soil PRGs for acetone and trichlorofluoromethane are 6,000 mg/kg and 2,000 mg/kg, respectively (USEPA, 2002a). Because concentrations of both VOCs are several orders of magnitude below PRGs, it is inferred that VOCs in soil are unlikely to pose unacceptable risks to on-site workers.

Butyltins were detected in several surface soil samples (see Table 5). Butyltins are likely associated with fill material dredged from the Willamette River. The maximum detected concentration of TBT in surface soil was 120 µg/kg. The USEPA Region 9 industrial soil PRG for tributyltin oxide is 180 mg/kg (USEPA, 2002a). Because the maximum detected concentration of TBT is several orders of magnitude below the PRG, the chemical is not expected to pose unacceptable risks to on-site workers. Although no reliable PEC is available for TBT, the apparent baseline concentration of TBT in sediment of the Lower Willamette River is approximately 300 µg/kg (USEPA, 1998). Also, the DEQ bioaccumulation SLV for TBT in sediment is 190 µg/kg (DEQ, 2001). The maximum detected concentration of TBT in soil is below both of these values, and it is unlikely that TBT in soil can migrate to sediment of the Willamette River at concentrations that may pose unacceptable risks to aquatic biota.

Subsurface Soil

As with surface soil, USEPA Region 9 PRGs were available for 19 of the 23 chemicals evaluated in subsurface soil (see Table 6). Again, only arsenic was detected in subsurface soil at concentrations above the soil PRG (see Table 6). Concentrations of arsenic in subsurface soil appear to be consistent with naturally occurring arsenic levels in soil of the region. As a result, it is unlikely that concentrations of metals in subsurface soil could pose unacceptable risks to potential human receptors at the site.

The maximum detected concentration of diesel-range petroleum hydrocarbons in subsurface soil (490 mg/kg) is below relevant generic RBCs (see Table 7). Heavy-oil-range petroleum hydrocarbons were detected in subsurface soil from sample location SB-4 at a concentration of 1,100 mg/kg, and this concentration is above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination of 500 mg/kg (see Table 7). As discussed previously, no generic RBCs are available for heavy-oil-range petroleum hydrocarbon mixtures.

A total of 12 PAHs were detected in subsurface soil at the site (see Table 7). DEQ RBCs were available for ten of these PAHs. Concentrations of all PAHs in subsurface soil were below relevant DEQ RBCs (see Table 7). As a result, PAHs in subsurface soil are unlikely to pose unacceptable risks to potential human receptors.

2-Chlorotoluene was detected in subsurface soil from sample location B-2 at a concentration of 266 µg/kg (see Table 7). The USEPA Region 9 industrial soil PRG for o-chlorotoluene (a synonym for 2-chlorotoluene) is 560 mg/kg (USEPA, 2002a). Because the detected concentration of 2-chlorotoluene is several orders of magnitude lower than the PRG, it is unlikely that VOCs in subsurface soil could pose unacceptable risks to on-site workers.

Butyltins were detected at relatively low levels in soil from sample location SB-5, but the concentration of TBT in this sample was below the MRL and below the soil PRG (see Table 8). No PRGs were available for the butyltins that were detected in the sample (USEPA, 2002a).

Groundwater

The six on-site groundwater monitoring wells were sampled on three occasions: April 2003, July 2003, and April 2004. Shallow groundwater elevations in western Oregon are typically highest near the end of the seasonal rainy period in the spring, and lowest in the fall, following the summer drought. Groundwater elevations at the site appear to be consistent with this general pattern (see Table 1), and it appears that at least one sampling event has been performed during general periods of seasonal high and low groundwater elevations.

Groundwater samples collected during the first monitoring event (April 2003) were analyzed for total metals, and samples from the second and third events (July 2003 and April 2004) were analyzed for dissolved metals. As mentioned previously, the receptors most likely to eventually contact site-related metals in groundwater would be benthic or aquatic organisms in sediment or surface water of the Willamette River. The primary route of exposure for aquatic organisms is gill uptake of dissolved

metals, and as a result, ambient water quality criteria have been established for the dissolved form of metals (USEPA, 2002b). Presumably it was recognized that dissolved metals concentrations in groundwater would be more appropriate for evaluating potential risks to aquatic biota, and this consideration led to the change in metals analyses after the first sampling event.

As shown in Table 9, twelve metals were detected in groundwater in either the total or dissolved phase. DEQ aquatic biota SLVs were available for all of these metals, and USEPA human health water quality criteria for consumption of aquatic organisms were available for six of the detected metals.

Concentrations of total arsenic in groundwater samples collected in April 2003 from monitoring wells MW-2, MW-3, MW-4, and MW-5 were above the USEPA water quality criterion for fish ingestion (see Table 9). It appears that a substantial portion of the arsenic detected in these groundwater samples was associated with particulates because subsequent concentrations of dissolved arsenic in these monitoring wells were much lower. Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. However, the MRL was also above this water quality criterion (see Table 9).

It appears unlikely that significant site-related arsenic is leaching to shallow groundwater. As reported by GeoDesign in the Phase II ESA (GeoDesign, 2003), arsenic levels in groundwater at the site are consistent with naturally occurring groundwater concentrations at other locations in the region. Also, GeoDesign submitted the surface soil sample from SS-15 (the sample with the highest concentration of arsenic in soil at the site) for analysis of leachable arsenic using USEPA Method 1311/6000/7000 Series, and the result was a nondetection with a reporting limit of 0.1 mg/L.

Concentrations of total chromium, copper, lead, mercury, silver, and zinc in the groundwater sample collected from MW-4 in April 2003 were above relevant DEQ SLVs (see Table 9). Also, the concentration of total silver in the sample collected during the same monitoring event from MW-2 was above the DEQ SLV. Dissolved concentrations of each of these metals were below relevant DEQ SLVs in groundwater samples collected in July 2003 and April 2004 from all monitoring wells. However, it should be noted that the MRL for waterborne silver was above the DEQ SLV. It is most likely that concentrations of total metals exceeded DEQ SLVs due to particulates in the groundwater samples (GeoDesign, 2003). The dissolved form of these metals is bioavailable to aquatic biota and is the form most likely to migrate in groundwater to the Willamette River. With the exception of arsenic, concentrations of dissolved metals are below relevant screening values, and both aquatic biota and human consumers of fish near the site are unlikely to experience unacceptable risks if groundwater discharges to the river.

A total of eight PAHs were detected in groundwater samples collected at the site (see Table 10). DEQ aquatic SLVs were available for five PAHs, and human health water quality criteria for consumption of aquatic organisms were also available for five PAHs. No relevant screening value was available for benzo(ghi)perylene. The concentration of chrysene in the groundwater sample collected from MW-4 in April 2003 was above the water quality criterion for fish ingestion. As discussed above, total concentrations of several metals in this sample were also elevated, and it is possible that this particular sample had an unusual number of suspended particles. Chrysene was not detected in groundwater

samples from MW-4 in subsequent sampling events, and this PAH was not detected in samples from other on-site monitoring wells (see Table 10). However, the MRLs for chrysene were above the water quality criterion for fish ingestion (see Table 10). Given that chrysene was reported only in one sample from a single groundwater monitoring well, it appears unlikely that the nature and extent of chrysene impacts to groundwater are sufficient to cause unacceptable risks to people that may ingest fish caught in the Willamette River near the site. Waterborne chrysene concentrations at the point where aquatic biota may be exposed to the chemical are expected to be substantially reduced relative to concentrations in groundwater due to natural attenuation processes and mixing with ambient river water.

Surface Water

With the exception of barium, the concentrations of metals in the small surface water features at the site are below DEQ aquatic biota SLVs and human health water quality criteria for consumption of aquatic organisms (see Table 11). Barium occurs naturally in soil and water of the region, and it is possible that barium is present at natural levels in these surface water features. Although it is unlikely that the small surface water features at the site support significant natural aquatic communities, COIs in surface water are unlikely to cause adverse effects to aquatic organisms that may visit these features.

Risk Summary

COIs reported in environmental samples at concentrations above risk-based screening concentrations for potential exposure scenarios are as follows:

- Concentrations of arsenic in almost all surface and subsurface soil samples were above USEPA Region 9 industrial soil PRGs. It is unknown whether some of the arsenic in surface soil resulted from an on-site release. However, concentrations of arsenic in soil at the site are consistent with naturally occurring concentrations in soil at other locations in the region.

- The concentration of copper in surface soil from sample location SS-9 and the concentration of lead in soil from sample location SS-21 were above their respective sediment PECs.

- Heavy-oil-range TPH concentrations were above the Level 2 Soil Matrix Cleanup Level for diesel or other nongasoline petroleum hydrocarbon contamination in surface soil samples from SS-6 and SS-12, and in the subsurface soil sample from SB-4. No DEQ RBCs are available for heavy-oil-range TPH.

- Concentrations of benzo(a)pyrene in surface soil from sample locations SS-7, SS-12, SS-16, and SS-21 were above both the DEQ RBC for occupational workers and the DEQ sediment bioaccumulation SLV. Also, concentrations of benzo(a)pyrene exceeded the sediment bioaccumulation SLV at sample locations SS-15, SS-17, SS-18, and SS-20.

- Concentrations of dissolved arsenic in groundwater samples collected in April 2004 from monitoring wells MW-4 and MW-5 were above the water quality criterion for fish ingestion. Also, the concentration of chrysene in the groundwater sample collected from MW-4 in April

2003 was above the water quality criterion for fish ingestion. The concentrations of arsenic in groundwater are consistent with naturally-occurring groundwater concentrations at other locations in the region.

CONCLUSIONS

With a few possible exceptions, it appears that sufficient data have been collected at the site to characterize the nature and extent of contamination and to estimate risks associated with potential exposure to site-related chemicals. Based on these preliminary risk estimates, a soil management plan appears to be necessary to prevent workers from contacting chemicals in soil in some locations and a source control measure (e.g., cap and/or stormwater management system) appears to be necessary to prevent chemicals from migrating to sediment of the Willamette River. These preliminary risk estimates are based on conservative exposure assumptions that may not reflect actual exposure conditions at the site and consequently may overestimate the actual risk to potential human and ecological receptors. In several cases, additional data collection and analysis may improve risk estimates and potentially change risk management decisions for some locations.

Available evidence suggests that it is unlikely that site-related chemicals in groundwater could migrate to surface water or sediment of the Willamette River at concentrations that could pose unacceptable risks to aquatic biota or humans that catch and consume aquatic organisms near the site. No risk management actions are necessary for groundwater, and no further investigation of groundwater is necessary at this time.

Based on preliminary risk estimates, occupational workers could experience unacceptable risks if they were to have long-term exposure to benzo(a)pyrene in surface soil near the northeastern and central parts of the site. However, in reality, workers are unlikely to constrain exposure activities to just the locations with elevated concentrations of benzo(a)pyrene. The preliminary risk estimate could be improved if it were assumed that workers move over the entire site and the 90% upper confidence limit about the sitewide mean concentration of benzo(a)pyrene in soil is used as an exposure point concentration. Because not all of the original sample results were available when this Memorandum was prepared (i.e., reporting limits for soil samples collected in August 2000), a statistical estimate of the exposure point concentration was not performed.

The concentrations of benzo(a)pyrene in surface soil samples collected at various locations over most of the site are greater than the DEQ bioaccumulation SLV. Also, copper and lead have been detected above sediment PECs in surface soil. At other sites in the Portland Harbor, these types of risk screening results have been used to infer that contaminants in soil may migrate via stormwater runoff to the Willamette River at concentrations that may pose unacceptable risks to aquatic organisms. In fact, it is unknown whether chemicals in soil at the site are actually migrating to the river at levels that could pose unacceptable risks.

It is unknown whether arsenic releases have occurred at the site, but arsenic concentrations in soil are similar to naturally occurring concentrations in the region. Given that soil at the site comprises fill from

several different locations, it may take a considerable sampling effort to characterize naturally occurring arsenic concentrations and identify locations where arsenic may be elevated above natural levels.

The costs and benefits associated with implementing a program to manage contaminants in soil based on findings of the preliminary risk evaluation should be weighed against the costs and potential benefits of performing additional investigations aimed at better characterizing potential risks. The scope of work for any potential additional investigations would be developed in collaboration with the DEQ. It is possible that the costs of sampling and analysis to better evaluate whether contaminants in soil may migrate to sediment of the river could approach costs associated with implementing a source control measure. Because the benefits of additional investigations are uncertain, it may be more cost-effective to manage soil based on preliminary risk assessment findings, if additional assessment costs are high.

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TABLES

Table Notes
Advanced American Construction Properties
Portland, Oregon

Shaded cells indicate concentrations above screening criteria.
-- = not applicable.
AWQC, fish ingestion = U.S. Environmental Protection Agency, National Recommended Water Quality Criteria: 2002.
B = Element was positively identified and quantitated above the instrument reporting limit, but less than the required reporting limit.
Background = Clark County 90th Percentile Value from Washington Department of Ecology, October 1994.
DEQ = Oregon Department of Environmental Quality.
DEQ Level II SLVs, aquatic = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ Level II SLVs Sediment—Bioaccumulation = Oregon Department of Environmental Quality Guidance for Ecological Risk Assessment, December 2001.
DEQ RBCss = soil ingestion, dermal contact, and inhalation risk-based concentration from Oregon Department of Environmental Quality Risk-Based Decision Making, Appendix A, September 22, 2003.
mg/kg = milligrams per kilogram.
mg/L = milligrams per liter.
MSL = mean sea level.
µg/kg = micrograms per kilogram.
µg/L = micrograms per liter.
NA = not analyzed.
ND = not detected above laboratory reporting methods.
NV = no value is available.
PAHs = polycyclic aromatic hydrocarbons.
PEC = probable effects concentration.
PRG = preliminary remediation goal.
RBCs = risk-based concentrations.
USEPA = U.S. Environmental Protection Agency.
VOCs = volatile organic compounds.
*total metals were analyzed for the April 2003 sampling event; dissolved metals were analyzed for the July 2003 and April 2004 sampling events.
[a]>Max: The RBC is greater than the maximum amount that would be present if all of the initial air space were filled with petroleum product.
[b]>Csat: The soil RBC exceeds the limit of three-phase equilibrium partitioning. Soil concentrations exceeding Csat indicate that free product might be present.
[c]arsenic cancer endpoint.
[d]"CAL-Modified PRG."
[e]total chromium (1:6 ration Cr VI:Cr III).
[f]methyl mercury.
[g]nickel-soluble salts.
[h]Total PAHs concentrations include reporting limits for non-detect analytes.

AAC001335

Table 1
Groundwater Elevation Data
Advanced American Construction Properties
Portland, Oregon

Well ID	Date	Top of Casing Elevation (feet above MSL)	Depth to Water (feet)	Groundwater Elevation (feet above MSL)
MW-1	05/08/03	22.93	6.95	15.98
	07/22/03		8.17	14.76
	04/01/04		6.90	16.03
MW-2	05/08/03	31.63	19.55	12.08
	07/22/03		22.95	8.68
	04/01/04		21.43	10.20
MW-3	05/08/03	31.96	20.05	11.91
	07/24/03		23.53	8.43
	04/01/04		22.37	9.59
MW-4	05/08/03	31.56	19.70	11.86
	07/24/03		23.85	7.71
	04/01/04		22.38	9.18
MW-5	05/08/03	31.85	19.95	11.90
	07/24/03		23.06	8.79
	04/01/04		21.96	9.89
MW-6	05/08/03	30.95	11.75	19.20
	07/22/03		14.45	16.50
	04/01/04		11.76	19.19

AAC001336

Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Sample Type	Sample Date	Investigation	Consultant	Analyses		
					Metals	TPH	SVOCs
SS-1 through SS-11	Surface Soil	August 2000	XPA	Jacobs	x (23)	x	x
SS-12 through SS-21	Surface Soil	August and October 2003	Unknown	GeoDesign	x (13)	x	
B-1, B-2, & MW-1 through MW-6	Subsurface Soil	March 2003	Phase II ESA	GeoDesign	x (13)	x	
SB-1 through SB-5	Subsurface Soil	August 2000	XPA	Jacobs	x (23)	x	x
MW-1 through MW-6	Groundwater	April 2003	Phase II ESA	GeoDesign	x (13)		
MW-1 through MW-6	Groundwater	July 2003 & April 2004	Unknown	GeoDesign	x (13)		
SW-1 & SW-2	Surface water	August 2000	XPA	Jacobs	x (23)		x

AAC001337

Table 2
Sample Summary
Advanced American Construction Properties
Portland, Oregon

Sample	Analyses			Data Quality
	PAHs	VOCs	Butyltins	
SS-1 through SS-11		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
SS-12 through SS-21	x	x		Data quality is unknown. The data were received without an accompanying report.
B-1, B-2, & MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
SB-1 through SB-5		x	x	The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.
MW-1 through MW-6	x	x		GeoDesign reported that the data are acceptable for use.
MW-1 through MW-6	x	x		Data quality is unknown. The data were received without an accompanying report.
SW-1 & SW-2		x		The quality of the data is unknown. Data verification was reportedly conducted by Jacobs; however, MFA has not received the Data Verification Report.

(23) = 23 metals were analyzed.
(13) = 13 Priority Pollutant metals were analyzed.

AAC001338

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg	Cobalt mg/kg	Copper mg/kg	Iron mg/kg
SS-12	8/20/2003	NA	NA	3.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	NA	NA	1.10	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	NA	NA	4.07	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	NA	NA	13.4	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	NA	NA	7.06	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	NA	NA	2.57	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	NA	NA	2.77	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	NA	NA	4.08	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	NA	NA	3.63	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	NA	NA	12.3	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	8,690	6.1 B	3.3	99.7	0.3 B	0.1 U	5,100	15.4	10	26.4	24,300
SS-2	8/11/2000	9,090	8.1 B	7.3	115	0.3 B	0.1 B	5,160	29.7	14.8	45.5	39,100
SS-3	8/11/2000	11,000	5.7 B	3.8	131	0.4 B	0.1 U	4,890	13.4	11.6	28.8	35,800
SS-4	8/11/2000	13,400	7.6 B	5.0	129	0.3 B	0.1 U	5,710	43.5	11	42.1	33,800
SS-5	8/10/2000	8,640	4.23 U	4.1	72.8	0.2 B	0.1 U	6,030	81.3	8.1	52.6	25,800
SS-6	8/10/2000	11,000	7.6 B	8.9	131	0.3 B	0.1 U	4,580	17	9.7	46.0	30,300
SS-7	8/10/2000	NA	0.31	12.1	NA	0.23	0.16	NA	33.3	NA	24.2	NA
SS-8	8/10/2000	5,280	9.6 B	0.9 B	43.9	0.1 B	0.1 U	4,150	8.2	16.3	12.8	38,700
SS-9	8/10/2000	9,890	7.4 B	13.3	137	0.2 B	0.1 U	15,200	28.0	11.1	270	36,200
SS-10	8/10/2000	10,500	4.2 U	2.9	112	0.3 B	0.1 U	4,460	11.6	15.5	19.2	22,600
SS-11	8/10/2000	10,900	7.6 B	7.6	113	0.3 B	0.5 B	5,120	22.7	11.7	48.2	29,200
Median				4.1								
Mean				5.9								
Screening Criteria												
Background		52,300	NV	6	NV	2	1	NV	27	NV	34	36,100
EPA Region 9 PRGs (Industrial)		100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]	1,900	41,000	100,000
Reliable Consensus-Based PEC		NV	NV	33	NV	NV	5	NV	111	NV	149	NV

AAC001339

Table 3
Metals in Surface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg	Potassium mg/kg	Selenium mg/kg	Silver mg/kg	Sodium mg/kg	Thallium mg/kg	Vanadium mg/kg	Zinc mg/kg
SS-12	8/20/2003	42.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-13	8/20/2003	4.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-14	8/20/2003	21.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-15	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-16	8/20/2003	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-17	8/20/2003	21.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-18	8/20/2003	34.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-19	10/15/2003	6.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-20	10/15/2003	26.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-21	10/15/2003	136	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SS-1	8/11/2000	31.3	3,730	459	0.03	12.3	677	0.5 U	0.8 U	268	0.2 U	70.6	76.6
SS-2	8/11/2000	90.7	2,580	621	0.03	17.8	576	1.0 B	0.8 U	263	0.2 U	96.7	194
SS-3	8/11/2000	47.9	3,220	547	0.03	14.6	880	0.5 U	0.8 U	320	0.2 U	92.0	98.5
SS-4	8/11/2000	51.7	6,650	507	0.04	27.5	805	0.5 U	0.8 U	583	0.2 U	79.6	184
SS-5	8/10/2000	35.1	2,880	708	0.03	31.6	621	0.5 U	0.8 U	377	0.2 U	63.6	82.3
SS-6	8/10/2000	37.8	3,280	425	0.02	15	781	0.5 U	0.8 U	376	0.2 U	82.7	172
SS-7	8/10/2000	21.2	NA	NA	0.02 B	18.5	NA	1.0 U	0.0	NA	0.07	NA	81.5
SS-8	8/10/2000	11.3 B	1,470	470	0.01 U	7.7	545	0.5 U	0.8 U	282	0.2 U	134	60.6
SS-9	8/10/2000	56	3,810	543	0.04	16.9	856	0.5 U	0.8 U	456	0.2 U	68	458
SS-10	8/10/2000	15.5	3,560	481	0.03	13.8	563	0.9 B	0.8 U	316	0.2 U	80.4	66
SS-11	8/10/2000	70.5	3,080	430	0.09	31.8	716	0.5 U	0.8 U	506	0.2 U	91.9	219
Median													
Mean													
Screening Criteria													
Background		17	NV	1,500	0	21	NV	NV	NV	NV	NV	NV	96
EPA Region 9 PRGs (Industrial)		750	NV	19,000	62[f]	20,000[g]	NV	5,100	5,100	NV	67	7,200	100,000
Reliable Consensus-Based PEC		128	NV	NV	NV	49	NV	NV	NV	NV	NV	NV	459

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Total Petroleum Hydrocarbons by NWTPH-Dx		PAHs by EPA Method 8270-SIM				
		Diesel-Range mg/kg	Heavy Oil-Range mg/kg	Acenaphthene ug/kg	2-Methyl-naphthalene ug/kg	Acenaphthylene ug/kg	Anthracene ug/kg	Benzo(a)-anthracene ug/kg
SS-12	08/20/03	500 U	1,170	268 U	ND	268 U	268 U	268 U
SS-13	08/20/03	25 U	50 U	13.4 U	ND	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	51	66.4	26.8 U	ND	26.8 U	26.8 U	46.3
SS-15	08/20/03	25 U	50 U	64.3	ND	26.8 U	26.8	147
SS-16	08/20/03	34	164	70.9	ND	36	35.6	223
SS-17	08/20/03	25 U	50 U	57.4	ND	13.4 U	20.8	171
SS-18	08/20/03	25 U	50 U	42	ND	26.8 U	26.8 U	97.4
SS-19	10/15/03	25 U	50 U	35.1	ND	13.4 U	13.4 U	19.9
SS-20	10/15/03	25 U	50 U	23.7	ND	13.4 U	17.2	102
SS-21	10/15/03	32.3	142	48.3	ND	44.5	76.2	516
SS-1	8/11/2000	35	98 U	ND	ND	ND	ND	ND
SS-2	8/11/2000	84	250	ND	ND	ND	ND	0.65
SS-3	8/10/2000	230	260	ND	ND	ND	ND	ND
SS-4	8/10/2000	220	110	NA	NA	NA	NA	NA
SS-5	8/10/2000	28	110	ND	ND	ND	ND	ND
SS-6	08/10/00	1,400	9,800	ND	ND	ND	ND	ND
SS-7	08/09/00	62	380	110	3 J	3 J	100 J	620
SS-8	8/10/2000	26 U	100 U	ND	ND	ND	ND	ND
SS-9	08/10/00	NA	NA	ND	ND	ND	ND	0.59
SS-10	8/10/2000	NA	NA	ND	ND	ND	ND	ND
SS-11	08/10/00	NA	NA	ND	ND	ND	ND	ND
Screening Criteria								
DEQ RBCss–Occupational		70,000	NV	41,000,000[b]	NV	NV	---[a]	2,700
DEQ RBCss–Construction Worker		23,000	NV	16,000,000[b]	NV	NV	90,000,000[b]	21,000[b]
DEQ RBCss–Excavation Worker		---[a]	NV	---[a]	NV	NV	---[a]	590,000[b]
EPA Region 9 PRGs (Industrial)								
Reliable Consensus-Based PEC		NV	NV	NV	NV	NV	NV	1,050
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV	NV	NV

AAC001341

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM					
		Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg	Benzo(k)-fluoranthene ug/kg	Chrysene ug/kg	Dibenz(a,h)-anthracene ug/kg
SS-12	08/20/03	330	303	381	277	281	268
SS-13	08/20/03	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	66.3	81.1	103	40.1	65.9	26.8 U
SS-15	08/20/03	171	181	146	147	190	45.6
SS-16	08/20/03	361	297	472	253	274	79
SS-17	08/20/03	244	254	219	192	201	56.2
SS-18	08/20/03	129	165	131	96.3	124	31.9
SS-19	10/15/03	18.6	17	13.4 U	18.3	22.1	13.4 U
SS-20	10/15/03	141	120	124	130	153	25.5
SS-21	10/15/03	692	541	583	541	631	117
SS-1	8/11/2000	ND	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.91	0.87	0.78	0.79	0.89	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND	ND
SS-7	08/09/00	470	520	290	220	ND	66
SS-8	8/10/2000	ND	ND	ND	ND	ND	ND
SS-9	08/10/00	0.79	1.10	0.54	0.92	0.83	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.34	ND	ND	0.35	ND
Screening Criteria							
DEQ RBCss–Occupational		270	2,700	NV	27,000[b]	270,000[b]	270
DEQ RBCss–Construction Worker		2,100	21,000[b]	NV	210,000[b]	2,100,000[b]	2,100
DEQ RBCss–Excavation Worker		59,000[b]	590,000[b]	NV	5,900,000[b]	59,000,000[b]	59,000[b]
EPA Region 9 PRGs (Industrial)							
Reliable Consensus-Based PEC		1,450	NV	NV	NV	1,290	NV
DEQ Level II SLV Sediment —Bioaccumulation		100	NV	NV	NV	NV	NV

AAC001342

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM				
		Dimethyl-naphthalene ug/kg	Fluoranthene ug/kg	Fluorene ug/kg	Indeno(1,2,3-cd)-pyrene ug/kg	Naphthalene ug/kg
SS-12	08/20/03	ND	337	268	282	268 U
SS-13	08/20/03	ND	13.4 U	13.4 U	13.4 U	13.4 U
SS-14	08/20/03	ND	89.4	26.8 U	70.3	26.8 U
SS-15	08/20/03	ND	323	57.5	127	63.3
SS-16	08/20/03	ND	369	51	337	26.8 U
SS-17	08/20/03	ND	271	39	181	13.4 U
SS-18	08/20/03	ND	165	30.4	108	26.8 U
SS-19	10/15/03	ND	48.4	34.4	13.4 U	13.4 U
SS-20	10/15/03	ND	156	14.3	102	13.4 U
SS-21	10/15/03	ND	957	47.7	466	33.5 U
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	ND	1.4	ND	0.68	ND
SS-3	8/10/2000	ND	ND	ND	ND	ND
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	ND	ND
SS-6	08/10/00	ND	ND	ND	ND	ND
SS-7	08/09/00	0.70 J	840 J	44	390	3 J
SS-8	8/10/2000	ND	0.44	ND	ND	ND
SS-9	08/10/00	ND	1.30	ND	0.64	ND
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.59	ND	ND	ND
Screening Criteria						
DEQ RBCss–Occupational		NV	29,000,000[b]	35,000,000[b]	2,700	770,000[b]
DEQ RBCss–Construction Worker		NV	8,900,000[b]	12,000,000[b]	21,000[b]	710,000[b]
DEQ RBCss–Excavation Worker		NV	—[a]	—[a]	590,000[b]	20,000,000[b]
EPA Region 9 PRGs (Industrial)						
Reliable Consensus-Based PEC		NV	NV	NV	NV	561
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	NV	NV

AAC001343

Table 4
TPH, PAHs, and VOCs in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	PAHs by EPA Method 8270-SIM			VOCs by EPA Method 8260B	
		Phenanthrene ug/kg	Pyrene ug/kg	Total PAHs[h] ug/kg	Acetone ug/kg	Trichloro-fluoromethane ug/kg
SS-12	08/20/03	268	391	4,726	NA	NA
SS-13	08/20/03	13.4 U	13.4 U	214.4 U	NA	NA
SS-14	08/20/03	56.6	94.8	874.6	NA	NA
SS-15	08/20/03	250	323	2,289.3	NA	NA
SS-16	08/20/03	132	497	3,514.3	NA	NA
SS-17	08/20/03	134	295	2,362.2	NA	NA
SS-18	08/20/03	84.6	177	1,462	NA	NA
SS-19	10/15/03	29.5	43.7	367.5	NA	NA
SS-20	10/15/03	60.2	172	1,367.7	NA	NA
SS-21	10/15/03	476	1,180	6,950.2	NA	NA
SS-1	8/11/2000	ND	ND	ND	ND	ND
SS-2	8/11/2000	0.67	ND	7.64	ND	ND
SS-3	8/10/2000	ND	ND	ND	NA	NA
SS-4	8/10/2000	NA	NA	NA	NA	NA
SS-5	8/10/2000	ND	ND	ND	NA	NA
SS-6	08/10/00	ND	0.65	0.65	66	ND
SS-7	08/09/00	490 J	830 J	4,999	ND	ND
SS-8	8/10/2000	ND	ND	0.44	ND	ND
SS-9	08/10/00	0.52	0.9	8.13	ND	10
SS-10	8/10/2000	ND	ND	ND	ND	ND
SS-11	08/10/00	ND	0.47	1.75	NA	NA
Screening Criteria						
DEQ RBCss–Occupational		NV	21,000,000[b]	NV	NV	NV
DEQ RBCss–Construction Worker		NV	6,700,000[b]	NV	NV	NV
DEQ RBCss–Excavation Worker		NV	---[a]	NV	NV	NV
EPA Region 9 PRGs (Industrial)					6,000,000	2,000,000
Reliable Consensus-Based PEC		1,170	1,520	22,280	NV	NV
DEQ Level II SLV Sediment —Bioaccumulation		NV	NV	NV	290	NV

AAC001344

Table 5
Butyltins in Surface Soil (0–0.5 bgs)
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Tetra-n-butyltin ug/kg		Tri-n-butyltin Cation ug/kg		Di-n-butyltin Cation ug/kg		n-butyltin Cation ug/kg	
SS-1	8/11/2004	3	U	8		2		3	
SS-2	8/11/2004	3	U	120		15		12	
SS-7	8/9/2004	3	U	0.5	J	0.4	J	1	U
SS-9	8/10/2004	3	U	110		29		27	
SS-10	8/11/2004	3	U	2		0.5	J	1	U
Screening Criteria									
EPA Region 9 PRGs (Industrial)		NV		180,000		NV		NV	
Portland Harbor Apparent Baseline Concentration		NV		300		NV		NV	
DEQ Level II SLV Sediment —Bioaccumulation		NV		190		NV		NV	

AAC001345

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Aluminum mg/kg	Antimony mg/kg	Arsenic mg/kg	Barium mg/kg	Beryllium mg/kg	Cadmium mg/kg	Calcium mg/kg	Chromium mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.5 U	2.42	NA	0.38	0.37 U	NA	13.2
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	8.99	2.27	NA	0.38	5.39	NA	16.4
MW-1 (8-9)	03/21/03	8-9	NA	0.5 U	1.66	NA	0.74	1.95 U	NA	22.9
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.31 U	2.31	NA	0.43 U	0.43 U	NA	14.2
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.33 U	2.91	NA	0.4 U	0.4 U	NA	13.2
MW-4 (18-19)	03/21/03	18-19	NA	0.35 U	2.67	NA	0.3	0.29 U	NA	11.3
MW-5 (22-23)	03/21/03	22-23	NA	0.4 U	1.76	NA	0.39 U	0.39 U	NA	19.2
MW-6 (13-15)	03/21/03	13-15	NA	0.33 U	1.97	NA	0.41 U	0.41 U	NA	15.9
SB-1	8/11/2000	6-8	12,500	4.2 U	3.1	111	0.3 B	0.1 U	4,420	15.6
SB-2	8/11/2000	14-16	9,470	4.39 U	3.2	74.6	0.3 B	0.1 U	3,890	11.7
SB-5	8/11/2000	18-19	10,300	4.58 U	3.3	86.6	0.3 B	0.1 U	4,100	13.6
Screening Criteria										
Background			52,300	NV	6	NV	2	1	NV	27
EPA Region 9 PRGs (Industrial)			100,000	410	1.6[c]	67,000	1,900	7.4[d]	NV	450[e]

AAC001346

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Cobalt mg/kg	Copper mg/kg	Iron mg/kg	Lead mg/kg	Magnesium mg/kg	Manganese mg/kg	Mercury mg/kg	Nickel mg/kg
B-1 (8-10)	03/24/03	8-10	NA	15.9	NA	4.73	NA	NA	0.1 U	17.9
B-1 (17-18)	03/24/03	17-18	NA	NA	NA	NA	NA	NA	NA	NA
B-2 (7-9)	03/24/03	7-9	NA	17.1	NA	5.82	NA	NA	0.09 U	18.5
MW-1 (8-9)	03/21/03	8-9	NA	18.3	NA	10.5	NA	NA	0.1 U	13.6
MW-1 (14-15)	03/21/03	8-9	NA	NA	NA	NA	NA	NA	NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	35.7	NA	4.04	NA	NA	0.09 U	16.9
MW-2 (23-25)	03/21/03	18-20	NA	NA	NA	NA	NA	NA	NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	16.8	NA	2.24	NA	NA	0.09 U	17
MW-4 (18-19)	03/21/03	18-19	NA	17.5	NA	7.78	NA	NA	0.18	15.7
MW-5 (22-23)	03/21/03	22-23	NA	20	NA	5.92	NA	NA	0.1 U	23.4
MW-6 (13-15)	03/21/03	13-15	NA	18.6	NA	11.1	NA	NA	0.09 U	21.3
SB-1	8/11/2000	6-8	13.4	15.7	24,200	12.7 B	4,370	316	0.11	20
SB-2	8/11/2000	14-16	12.8	13.1	22,100	3 B	3,500	273	0.01 U	16.4
SB-5	8/11/2000	18-19	12.6	20.1	22,900	19 B	3,460	386	0.1	17.1
Screening Criteria										
Background			NV	34	36,100	17	NV	1,500	0.04	21
EPA Region 9 PRGs (Industrial)			1,900	41,000	100,000	750	NV	19,000	62[f]	20,000[g]

AAC001347

Table 6
Metals in Subsurface Soil
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Potassium mg/kg	Selenium mg/kg		Silver mg/kg		Sodium mg/kg	Thallium mg/kg		Vanadium mg/kg	Zinc mg/kg
B-1 (8-10)	03/24/03	8-10	NA	0.37	U	0.50	U	NA	0.5	U	NA	62.8
B-1 (17-18)	03/24/03	17-18	NA	NA		NA		NA	NA		NA	NA
B-2 (7-9)	03/24/03	7-9	NA	0.31	U	0.36	U	NA	0.36	U	NA	92.4
MW-1 (8-9)	03/21/03	8-9	NA	0.32	U	0.50	U	NA	0.5	U	NA	55.8
MW-1 (14-15)	03/21/03	8-9	NA	NA		NA		NA	NA		NA	NA
MW-2 (18-20)	03/21/03	18-20	NA	0.43	U	0.31	U	NA	0.31	U	NA	63.6
MW-2 (23-25)	03/21/03	18-20	NA	NA		NA		NA	NA		NA	NA
MW-3 (19-20)	03/21/03	19-20	NA	0.4	U	0.33	U	NA	0.33	U	NA	51
MW-4 (18-19)	03/21/03	18-19	NA	0.29	U	0.35	U	NA	0.35	U	NA	52.8
MW-5 (22-23)	03/21/03	22-23	NA	0.39	U	0.40	U	NA	0.4	U	NA	58.2
MW-6 (13-15)	03/21/03	13-15	NA	0.41	U	0.33	U	NA	0.33	U	NA	52.8
SB-1	8/11/2000	6-8	522	1.1	B	0.8	U	437	0.2	U	65.2	56.5
SB-2	8/11/2000	14-16	521	0.2	U	0.9	U	293	0.2	U	56.5	46.5
SB-5	8/11/2000	18-19	565	1.2	B	0.9	U	304	0.20	U	60.4	80.1
Screening Criteria												
Background			NV	NV		NV		NV	NV		NV	96
EPA Region 9 PRGs (Industrial)			NV	5,100		5,100		NV	67		7,200	100,000

AAC001348

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	NWTPH-Dx Method		PAHs by USEPA Method 8270SIM				
			Diesel-Range Hydrocarbons mg/kg	Heavy-Oil-Range Hydrocarbons mg/kg	Acenaphthene ug/kg	Benzo(a)-anthracene ug/kg	Benzo(a)-pyrene ug/kg	Benzo(b)-fluoranthene ug/kg	Benzo(ghi)-perylene ug/kg
B-1	03/26/03	8-10	25 U	50 U	45.3	104	114	72.8	91.6
B-1	03/26/03	17-18	25 U	50 U	40.2 U	20.4	17.1	18.5	18.6
B-2	03/24/03	7-9	25 U	50 U	26.8 U	111	138	82.6	117
MW-1	03/21/03	8-9	25 U	57.6	13.4 U	24.8	29.5	21.9	26.2
MW-1	03/21/03	14-15	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	18-20	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-2	03/21/03	23-25	25 U	50 U	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-3	03/21/03	19-20	NA	NA	13.4 U	13.4 U	13.4 U	13.4 U	13.4 U
MW-4	03/21/03	18-19	31	66.1	15.9	43.4	59.7	35.5	62.6
MW-5	03/21/03	22-23	NA	NA	13.4 U	35.4	57.9	32.4	57.9
MW-6	03/21/03	13-15	NA	NA	26.8 U	70.2	124	85.2	149
SB-1	8/11/2000	6-8	26 U	110 U	ND	ND	ND	ND	ND
SB-2	8/11/2000	14-16	27	100 U	ND	ND	ND	ND	ND
SB-3	8/10/2000	18-20	27 U	110 U	ND	ND	ND	ND	ND
SB-4	8/10/2000	20-21	490	1,100	ND	ND	ND	ND	ND
SB-5	8/11/2000	18-19	91	260	ND	ND	ND	ND	ND
Screening Criteria									
DEQ RBCss—Construction Worker			23,000	NV	16,000,000[b]	21,000[b]	2,100	21,000[b]	NV
DEQ RBCss—Excavation Worker			--[a]	NV	--[a]	590,000[b]	59,000[b]	590,000[b]	NV
EPA Region 9 PRGs (Industrial)									

AAC001349

Table 7
TPH, PAHs, and VOCs in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	PAHs by USEPA Method 8270SIM												VOCs by USEPA Method 8260B	
			Benzo(k)-fluoranthene ug/kg		Chrysene ug/kg		Fluoranthene ug/kg		Fluorene ug/kg		Indeno(1,2,3-cd)-pyrene ug/kg		Phenanthrene ug/kg		Pyrene ug/kg		2-Chlorotoluene ug/kg	
B-1	03/26/03	8-10	71.2		139		310		26.8	U	66.9		144		327		NA	
B-1	03/26/03	17-18	13.4	U	24.6		76		14.2		13.4	U	83		72.8		NA	
B-2	03/24/03	7-9	89.9		139		254		26.8	U	82.3		26.8	U	293		266	
MW-1	03/21/03	8-9	18.8		32.5		49.2		13.4	U	19.2		42.8		61.6		NA	
MW-1	03/21/03	14-15	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-2	03/21/03	18-20	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	100	U
MW-2	03/21/03	23-25	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-3	03/21/03	19-20	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	13.4	U	NA	
MW-4	03/21/03	18-19	41.5		55.6		51.5		14.3		43.2		27		102		NA	
MW-5	03/21/03	22-23	34.8		47.3		88.8		13.4	U	38.8		38.6		137		NA	
MW-6	03/21/03	13-15	71.4		98.5		137		26.8	U	100		60.7		169		100	U
SB-1	8/11/2000	6-8	ND		ND		ND		ND		ND		ND		0.36		NA	
SB-2	8/11/2000	14-16	ND		ND		ND		ND		ND		ND		ND		NA	
SB-3	8/10/2000	18-20	ND		ND		ND		ND		ND		ND		ND		NA	
SB-4	8/10/2000	20-21	ND		ND		ND		ND		ND		ND		ND		NA	
SB-5	8/11/2000	18-19	ND		ND		ND		ND		ND		ND		ND		NA	
Screening Criteria																		
DEQ RBCss—Construction Worker			210,000[b]		2,100,000[b]		8,900,000[b]		12,000,000[b]		21,000[b]		NV		6,700,000[b]		NV	
DEQ RBCss—Excavation Worker			5,900,000[b]		59,000,000[b]		–[a]		–[a]		590,000[b]		NV		–[a]		NV	
EPA Region 9 PRGs (Industrial)																	560,000	

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Table 8
Butyltins in Subsurface Samples
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Sample Depth (ft)	Tetra-n-butyltin ug/kg	Tri-n-butyltin Cation ug/kg	Di-n-butyltin Cation ug/kg	n-butyltin Cation ug/kg
SB-5	8/11/2000	18-19	3 U	1 U	8	2
Screening Levels						
DEQ RBCss—Construction Worker			NV	NV	NV	NV
DEQ RBCss—Excavation Worker			NV	NV	NV	NV
PRG—Industrial			NV	180,000	NV	NV

AAC001351

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Antimony mg/L	Arsenic mg/L	Beryllium mg/L	Cadmium mg/L	Chromium mg/L	Copper mg/L	Lead mg/L
MW-1	04/15/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.0010 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-2	04/15/03	0.001 U	0.00139	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-3	04/15/03	0.001 U	0.0012	0.001 U	0.001 U	0.00183	0.00218	0.00117
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00105	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-4	04/15/03	0.00101	0.0195	0.00357	0.00202	0.182	0.43500	0.692
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00123	0.00200 U	0.001 U
	04/01/04	0.001 U	0.0051	0.001 U	0.001 U	0.001 U	0.00200 U	0.001 U
MW-5	04/15/03	0.001 U	0.00286	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	07/24/03	0.001 U	0.001 U	0.001 U	0.001 U	0.00114	0.002 U	0.001 U
	04/01/04	0.001 U	0.00159	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
MW-6	04/15/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.00227	0.00173
	07/22/03	0.001 U	0.001 U	0.001 U	0.001 U	0.001 U	0.002 U	0.001 U
	04/01/04	0.001 U	0.001 U	0.001 U	0.001 U	0.001	0.002 U	0.001 U
Screening Criteria								
DEQ Level II SLVs, aquatic		1.6	0.15	0.0053	0.0022	0.011 (IV)/ 0.074 (III)	0.009	0.0025
AWQC, fish ingestion		0.64	0.00014	NV	NV	NV	NV	NV

Table 9
Total/Dissolved Metals* in Groundwater
Advanced American Construction Properties
Portland, Oregon

Sample Location	Sample Date	Mercury mg/L	Nickel mg/L	Selenium mg/L	Silver mg/L	Thallium mg/L	Zinc mg/L
MW-1	04/15/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-2	04/15/03	0.0002 U	0.002 U	0.001 U	0.00138	0.001 U	0.005 U
	07/22/03	0.0002 U	0.002 U	0.00123	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-3	04/15/03	0.0002 U	0.00413	0.001 U	0.001 U	0.001 U	0.00774
	07/24/03	0.0002 U	0.002 U	0.00171	0.001 U	0.001 U	0.005 U
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.00821
MW-4	04/15/03	0.000973	0.139	0.00103	0.01490	0.001 U	0.63500
	07/24/03	0.000200 U	0.002 U	0.00329	0.00100 U	0.001 U	0.00500 U
	04/01/04	0.000200 U	0.002 U	0.00161	0.00100 U	0.001 U	0.00500 U
MW-5	04/15/03	0.0002 U	0.002 U	0.00119	0.001 U	0.001 U	0.005 U
	07/24/03	0.0002 U	0.002 U	0.00168	0.001 U	0.001 U	0.00758
	04/01/04	0.0002 U	0.002 U	0.001 U	0.001 U	0.001 U	0.005 U
MW-6	04/15/03	0.0002 U	0.00303	0.001 U	0.001 U	0.001 U	0.005 U
	07/22/03	0.0002 U	0.0031	0.00105	0.001 U	0.001 U	0.00683
	04/01/04	0.0002 U	0.00399	0.001 U	0.001 U	0.001 U	0.005 U
Screening Criteria							
DEQ Level II SLVs, aquatic		0.00077 (elemental, total)	0.052	0.005	0.00012	0.04	0.12
AWQC, fish ingestion		0.0003 (methyl)	4.6	4.2	NV	0.00047	26

Table 10
Summary of Groundwater Analytical Data—PAHs
Advanced American Construction Properties
Portland, Oregon

Sample Location	Date	Acenaphthene ug/L		Benzo (ghi) perylene ug/L		Chrysene ug/L		Fluoranthene ug/L		Fluorene ug/L		Naphthalene ug/L		Phenanthrene ug/L		Pyrene ug/L		Others ug/L
MW-1	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-2	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
MW-3	04/15/03	0.490		0.1	U	0.1	U	0.795		0.1	U	0.1	U	0.117		1.11		ND
	07/24/03	1.060		0.1	U	0.1	U	1.02		0.157		0.1	U	1.400		1.48		ND
	04/01/04	0.136		0.1	U	0.1	U	0.188		0.1	U	0.1	U	0.100	U	0.293		ND
MW-4	04/15/03	0.808		0.100		0.113		0.168		0.1	U	0.135		0.134		0.649		ND
	07/24/03	1.14		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.274		ND
	04/01/04	0.675		0.100	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.178		ND
MW-5	04/15/03	0.196		0.1	U	0.1	U	0.134		0.1	U	0.1	U	0.277		0.666		ND
	07/24/03	0.725		0.1	U	0.1	U	0.269		0.1	U	0.1	U	0.693		1.03		ND
	04/01/04	0.189		0.1	U	0.1	U	0.142		0.1	U	0.1	U	0.109		0.751		ND
MW-6	04/15/03	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
	07/22/03	0.402		0.1	U	0.1	U	0.103		0.1	U	0.1	U	0.1	U	0.1	U	ND
	04/01/04	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	ND
Screening Criteria																		
Level II, Aquatic		520		NV		NV		6.16		3.9		620		6.3		NV		NV
AWQC, fish ingestion		990		NV		0.018		140		5,300		NV		NV		4,000		NV

AAC001354

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Aluminum ug/L	Antimony ug/L	Arsenic ug/L	Barium ug/L	Beryllium ug/L	Cadmium ug/L	Calcium ug/L	Chromium ug/L
SW-1	42.2 B	ND	ND	19.4	ND	ND	14,700	ND
SW-2	ND	ND	ND	5.2	ND	ND	14,700	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	87	1,600	150	4	5.3	2.2	116,000	11 (IV)/ 74 (III)
AWQC, fish ingestion	NV	640	0.14	NV	NV	NV	NV	NV

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

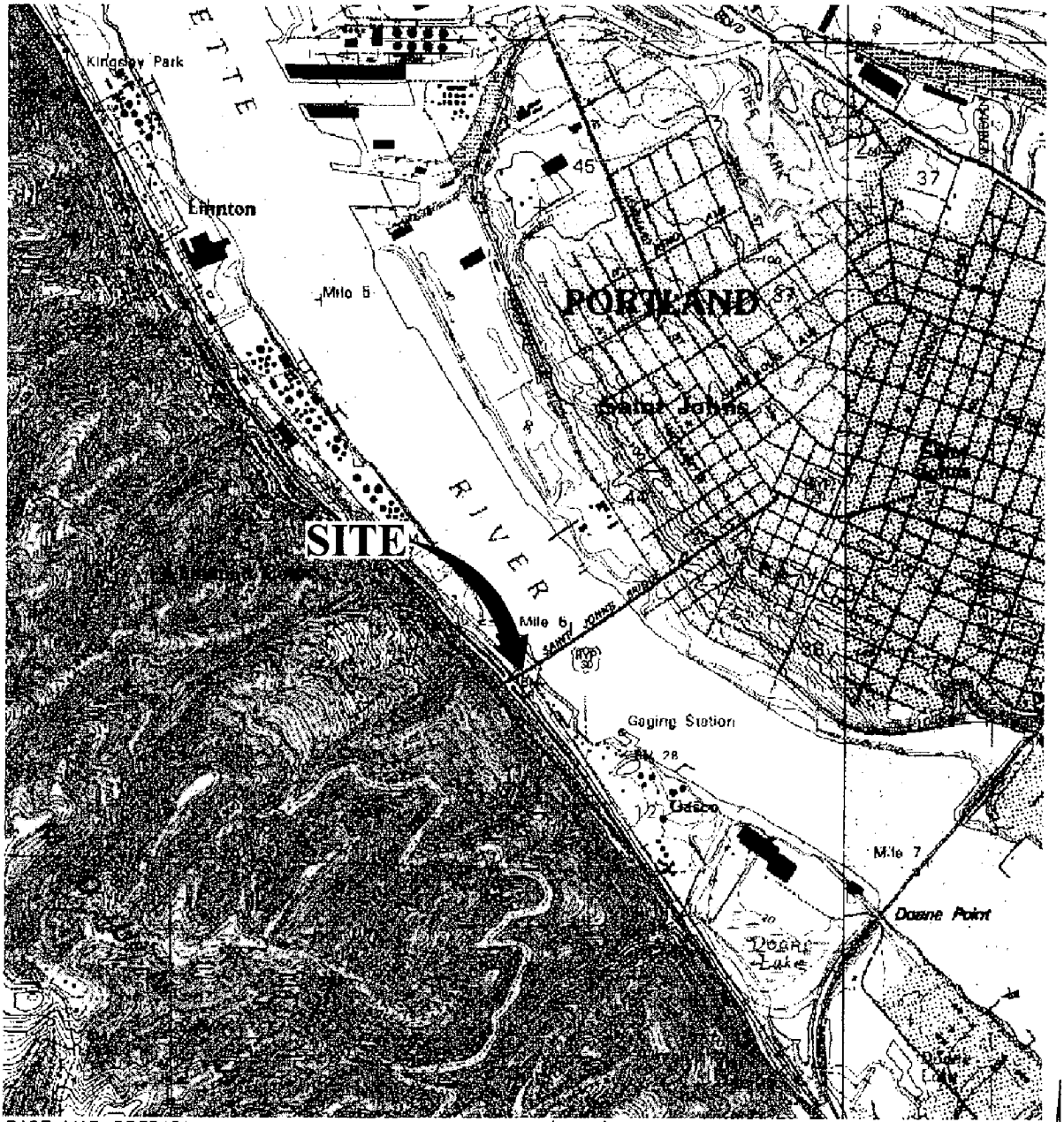
Sample Location	Cobalt ug/L	Copper ug/L	Iron ug/L	Lead ug/L	Magnesium ug/L	Manganese ug/L	Mercury ug/L	Nickel ug/L
SW-1	ND	ND	97.5	ND	4,640	16	ND	ND
SW-2	ND	ND	20.9	ND	4,640	4.3 B	ND	ND
Screening Criteria								
DEQ Level II SLVs, aquatic	23	9	1,000	2.5	82,000	120	0.77 (elemental, total)	52
AWQC, fish ingestion	NV	NV	NV	NV	NV	NV	0.3 (methyl)	4,600

AAC001356

Table 11
Metals in Surface Water
Advanced American Construction Properties
Portland, Oregon

Sample Location	Potassium ug/L	Selenium ug/L	Silver ug/L	Sodium ug/L	Thallium ug/L	Vanadium ug/L	Zinc
SW-1	ND	ND	ND	7,450	ND	4.9 B	4.4 B
SW-2	ND	ND	ND	5,720	ND	ND	ND
Screening Criteria							
DEQ Level II SLVs, aquatic	53,000	5	0.12	680,000	40	20	120
AWQC, fish ingestion	NV	4,200	NV	NV	6,300	NV	26,000

FIGURES



BASE MAP PREPARED FROM DELORME 3-D TOPOQUADS (1999).

SITE ADDRESS: 8444 NW ST. HELENS ROAD, PORTLAND, OREGON
NE1/4 SE 1/4 OF S11, T1N, R1W

0 2000 4000

SCALE IN FEET

Vancouver:
(360) 694-2691
Portland:
(971) 544-2139

MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. DLG
APPR. ____
REVIS. ____
PROJECT NO.
0100.01.01

Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON

SITE LOCATION

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\SITE LOCATION MAP.DWG Last edited: AUG. 16, 2004 @ 08:19 a.m. by: cyoung Xrefs: none black/white

LAYOUT: 1

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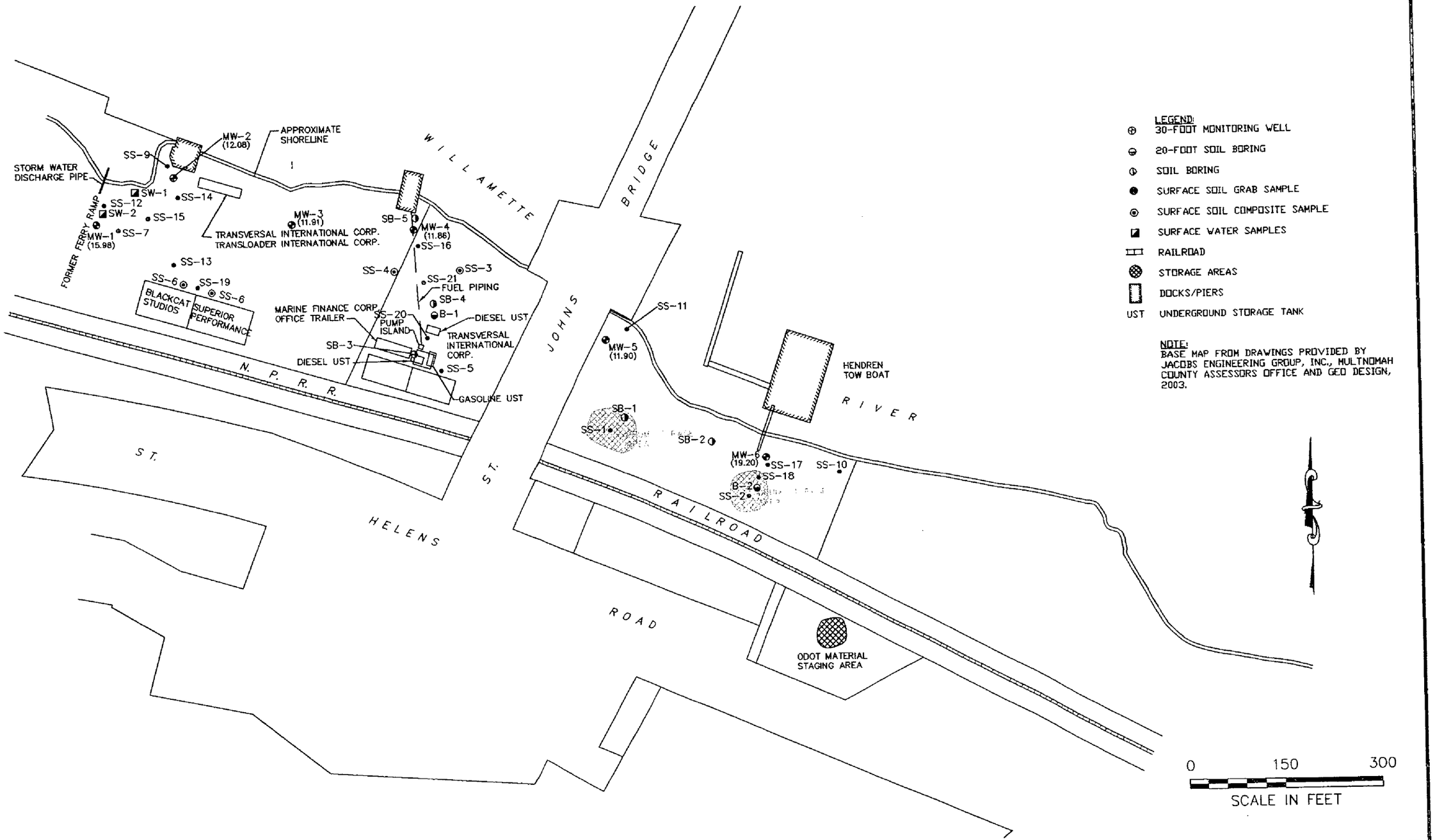

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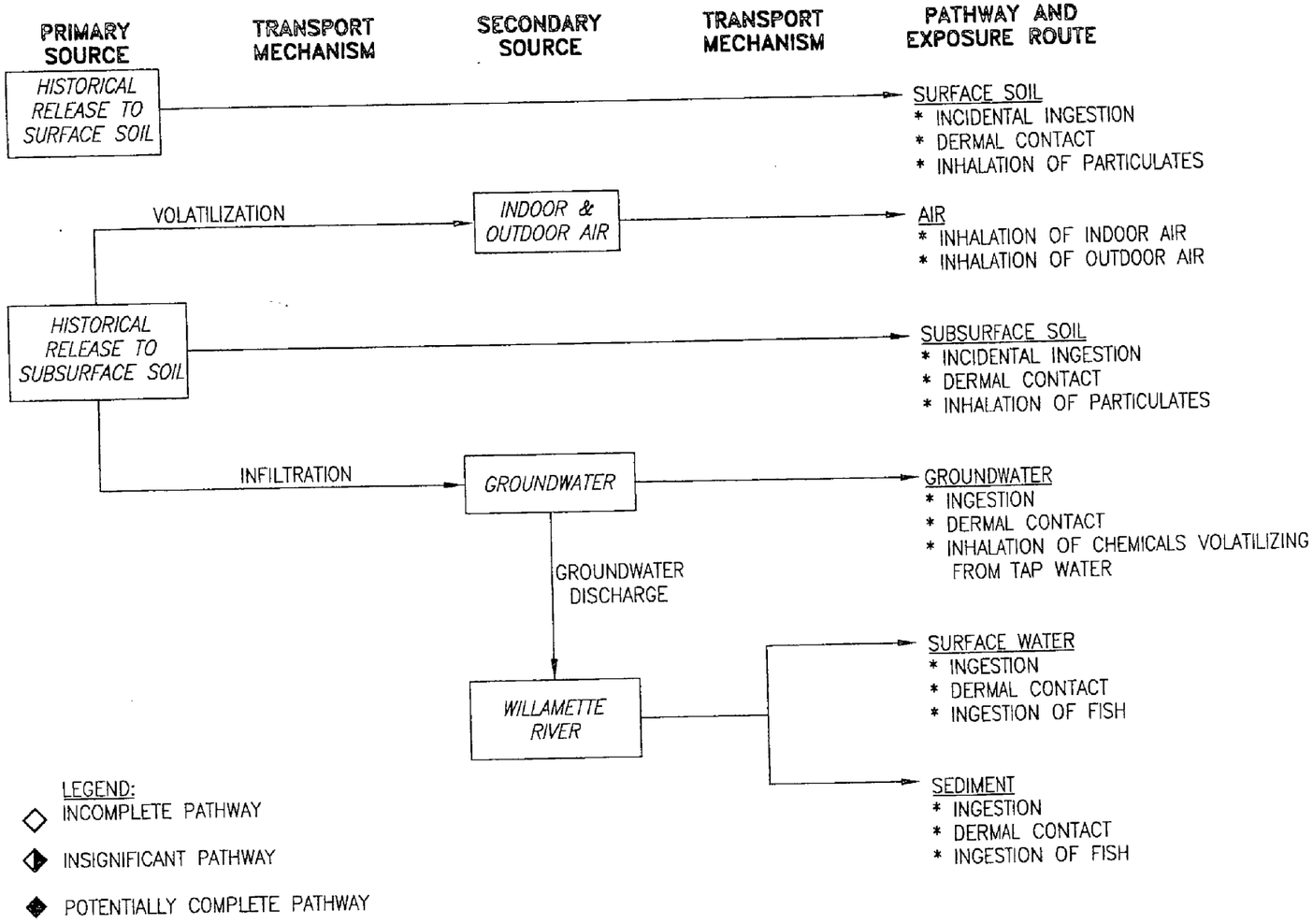
Portland: (971) 544-2139
MAUL FOSTER ALONGI INC.

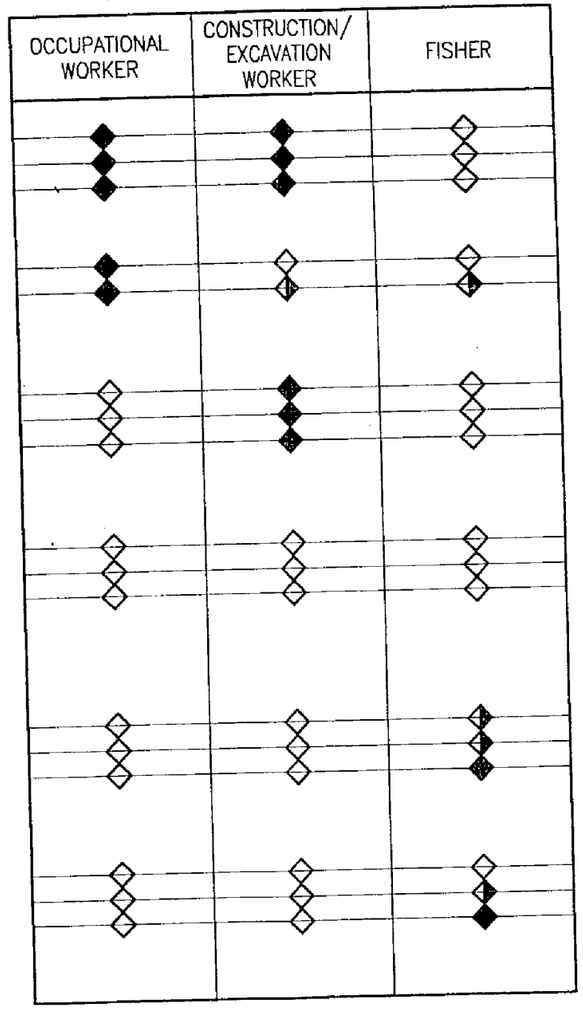
DATE 08/09/04
DWN. DLG
APPR. ASJ
REVIS.
PROJECT NO. 0100.01.01

Figure 2
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
FORMER SITE FEATURES AND SAMPLE LOCATIONS

LAYOUT: 1

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\CONCEPTUAL SITE MODELS.DWG Last edited: AUG. 13, 2004 @ 2:39 p.m. by: oyoung Xrefs: none block/whit





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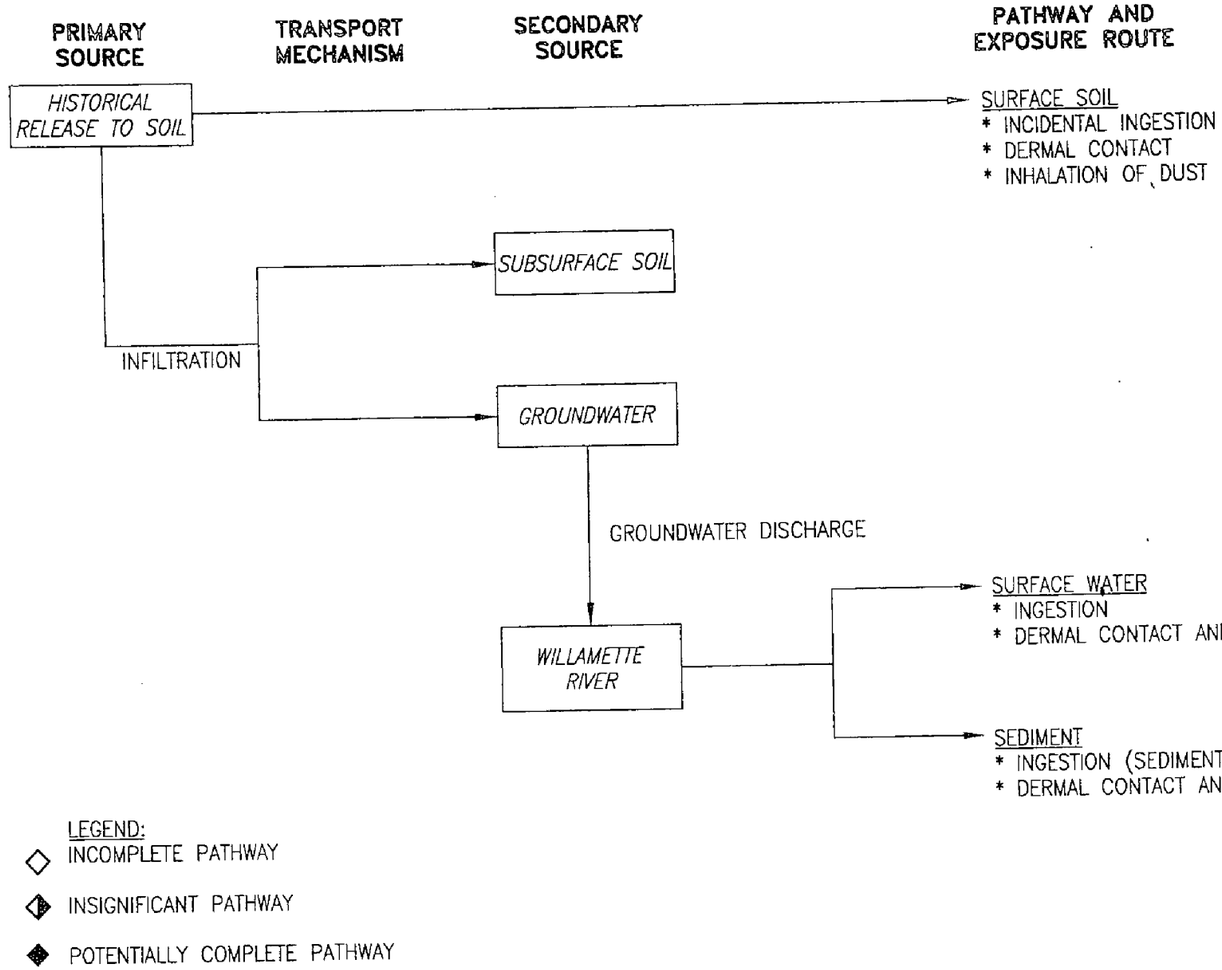
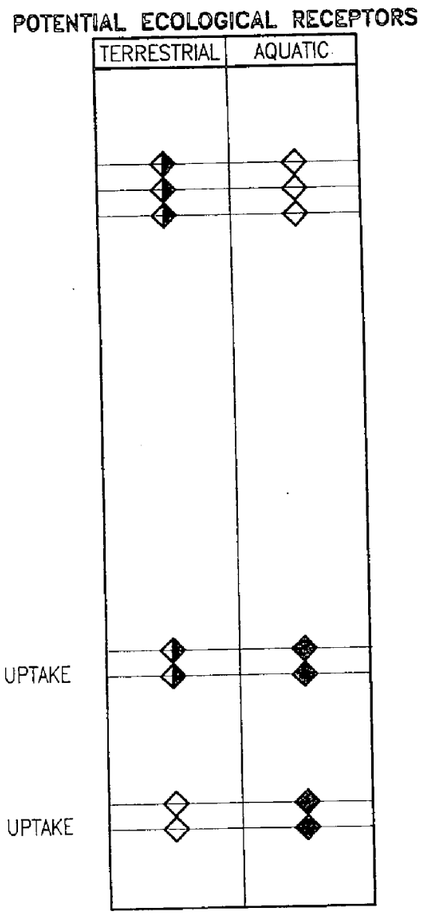
REVIS.
PROJECT NO. 0100.01.01

Figure 3
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL HUMAN EXPOSURE PATHWAYS

LAYOUT: 1





Vancouver: (360) 694-2691
Portland: (971) 544-2139
MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. AJY
APPR. ~~AST~~
REVIS.
PROJECT NO.
0100.01.01

Figure 4
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
LINNTON, OREGON
CONCEPTUAL SITE MODEL OF POTENTIAL ECOLOGICAL EXPOSURE PATHWAYS

File: G:\0000\0100.01_ADVANCED AMER DRIVING\01\CONCEPTUAL SITE MODELS.DWG Last edited: AUG 13, 2004 @ 2:38 p.m. by: ayoung Xrefs: none black/white
LAYOUT: 2

Carol Keddy

om: Carol Keddy
Sent: Friday, July 02, 2004 12:32 PM
To: 'deeb@aadiving.com'; 'Scott Burgess'
Cc: Chris Reive; Ed Trompke
Subject: FW: Advanced American Diving Service PPA 62804.doc

Hi, here's the draft of the PPA as promised from Mr. Landman. Chris will be reviewing this next week.

I'm still working with Marilyn Wall and Gordon Carey to clarify the personal property issues. I'm going to be out the first couple days of next week, but will get back into that when I'm back in the office. I'm trying to determine whether the Quonset huts are personal property; I think they may be. Also there are a couple of trailers/manufactured homes and possibly a boat on the property. The boat belongs to Doug Watson and he will have to arrange to have it removed if he hasn't already done so. One of the trailers (if it even still belongs to Marine Finance) is lived in by the property's caretaker and was promised to him by Marine Finance several years ago so it would not be included; the other one can be transferred as personal property according to Gordon Carey. There may be other articles of personal property in that trailer (some couches, etc.) which can either be disposed of or transferred to AAD, whatever your preference. All this information comes from Gordon's memory (for whatever value that may be) but I'll get back in touch with his assistant for a referral to the caretaker next week if you want me to follow up on this. Maybe we/you might want to just go look at what's out there, decide what you want, and then we can negotiate to have whatever you really want transferred to you by getting it listed on the personal property exhibit and then transferred by bill of sale at closing. Since the provision is in the agreement requiring them to clean up the property prior to closing, if there are items which just need to be hauled away, we could cover that through that provision and make the seller handle it prior to closing.

In any event, I'll get back in touch later next week. I'm also looking at a couple of lease issues and will discuss those in more detail with Marilyn Wall next week as well.

ıks, Carol Keddy
-----Original Message-----
From: Ed Trompke
Sent: Friday, July 02, 2004 10:02 AM
To: Chris Reive; Debra Braddock; Carol Keddy
Subject: FW: Advanced American Diving Service PPA 62804.doc

This arrived yesterday from DEQ. Chris, would you handle/coordinate the review and response? Thanks.

Ed

-----Original Message-----
From: LANDMAN Charlie [mailto:Landman.Charlie@deq.state.or.us]
Sent: Thursday, July 01, 2004 2:26 PM
To: scottb@aadiving.com; ed.trompke@jordanschrader.com
Subject: Advanced American Diving Service PPA 62804.doc

Gentlemen:

Attached for your review is a draft Prospective Purchaser Agreement for the former Marine Finance property. Please note that most of Sections 3,4 and 5 are boilerplate and not subject to amendments except in unusual circumstances. I will be out until July 7, but please give me a call if you have any questions.

Charlie Landman

Carol Keddy

From: Ed Trompke
Sent: Friday, July 02, 2004 10:02 AM
To: Chris Reive; Debra Braddock; Carol Keddy
Subject: FW: Advanced American Diving Service PPA 62804.doc

This arrived yesterday from DEQ. It's a good thing I got back or it could have sat in my email box a while. Chris, would you handle/coordinate the review and response? Thanks.

Ed

-----Original Message-----
From: LANDMAN Charlie [mailto:Landman.Charlie@deq.state.or.us]
Sent: Thursday, July 01, 2004 2:26 PM
To: scottb@aadiving.com; ed.trompke@jordanschrader.com
Subject: Advanced American Diving Service PPA 62804.doc

Gentlemen:

Attached for your review is a draft Prospective Purchaser Agreement for the former Marine Finance property. Please note that most of Sections 3,4 and 5 are boilerplate and not subject to amendments except in unusual circumstances. I will be out until July 7, but please give me a call if you have any questions.

Charlie Landman

PROSPECTIVE PURCHASER AGREEMENT

DEQ No.

BETWEEN: Oregon Department of Environmental Quality

AND: Advanced American Construction Properties, LLC

EFFECTIVE DATE: _____ (Date of last signature below)

This Agreement is entered between the Oregon Department of Environmental Quality (DEQ) and Advanced American Construction Properties, LLC (Advanced American) pursuant to ORS 465.260 and 465.327. This Agreement contains the following provisions:

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Attachment A -- Legal Description of Property
Attachment B—Scope of Work

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1. RECITALS

A. The subject property (Property) is located at 8444 N.W. St. Helens Road, Portland, Oregon. The legal description of the Property is set forth as Attachment A to this Agreement.

B. The Property is used for office trailer storage, warehousing, and houseboat construction. Hendren Tow Boat Company (Hendren) operates a tugboat dock on the Willamette River, accessed via the site, and uses a portion of the site for parking and equipment storage. Since at least the 1920s a variety of businesses have operated at the site, including metal salvaging, tow boat/barge operations, and maintenance and construction companies. Many of the businesses supported or were associated with the over-water activities at the site.

C. In January 1998, the US Coast Guard expressed concern about Hendren's waste-handling practices, noting in a spill report the presence of numerous drums of oily rags, antifreeze and other wastes in the upland portion of the site. In September 1999, DEQ's Site Assessment program recommended an expanded Preliminary Assessment (XPA) to assess the nature and extent of contamination at the facility. In January 2000, DEQ began conducting the XPA using a state contractor, but Marine Finance Company requested an opportunity to conduct the XPA itself. DEQ and Marine Finance Company signed a Voluntary Cleanup Agreement in April 2000 under which Marine Finance Company agreed to perform the XPA; however, Marine Finance Company failed to perform the required actions.

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D. DEQ declared the site an Orphan project in July 2000 after determining that Marine Finance Company was "unwilling" to investigate or clean up the site. In August 2000, DEQ's Orphan contractor collected soil, groundwater and sediment samples at the site. DEQ completed removal of abandoned waste containers, batteries, and drums at the facility in May 2001. The DEQ assessment included collecting six groundwater samples, five Willamette River sediment samples, and 13 soil samples. In general, samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs; except sediments), semi-volatile organics (SVOCs), total organotins (includes tributyltin (TBT)), and polychlorinated biphenyls (PCBs).

E. In general, the XPA indicated that there is not widespread contamination at the site, but a full evaluation of potential impacts to the Willamette River has not been completed. Due to the limited scope of the XPA, DEQ identified additional tasks that need to be completed to fully characterize the site and facilitate completion of an appropriate evaluation. These tasks included 1) collecting additional surface soil samples at approximately 10 locations to better define the lateral extent of surface soil contamination; 2) collecting soil samples at two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, -7, -9) and from the former UST location; and 3) installation and quarterly monitoring (one year minimum) of approximately 6 monitoring wells across the eastern side of the Property to assess shallow groundwater contaminants potentially discharging to the Willamette River.

F. In 2003, Marine Finance Corporation conducted additional field investigation at the Property without DEQ oversight. DEQ has not reviewed the new

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information. It appears that most if not all of the required tasks referred to in Paragraph E above were completed; however, DEQ has not verified the adequacy of the completed work. Additional tasks needed to complete the site evaluation are presented in Attachment B, which is incorporated herein by reference.

G. Contaminants identified at the Property include petroleum and related compounds, and metals. These contaminants are "hazardous substances" within the meaning of ORS 465.200(15). The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200(21), and makes the Property a "facility" within the meaning of ORS 465.200. The site was place on DEQ's Confirmed Release List on March 13, 2003.

H. On June 22, 2004, Advanced American applied to DEQ for entry of this Agreement, and agreed to reimburse DEQ's costs of technical review and approval, and agreement preparation.

I. Advanced American is a limited liability corporation organized under the laws of Oregon and a "person" within the meaning of ORS 465.200(20). According to information provided by Advanced American, Advanced American is not currently liable under ORS 465.255 for the release of hazardous substances existing at the facility as of the date of this Agreement.

J. Advanced American agrees to perform the activities described in Section 2 of this Agreement at its expense. Advanced American's goal is to return the Property to productive use. DEQ has determined that a "substantial public benefit" will result from this Agreement, within the meaning of ORS 465.327 (1)(d).

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K. Based upon the information submitted by Advanced American, DEQ has further determined that the proposed development activities at the Property will not contribute to or exacerbate existing contamination, increase health risks, or interfere with remedial measures which may be necessary at the Property.

L. In determining to enter into this Agreement, DEQ has consulted with the City of Portland and has considered reasonably anticipated future land uses at the Property and surrounding properties.

M. Advanced American recognizes that implementation of remedial measures at the Property in the future might interfere with Advanced American's use of the Property.

2. MEASURES TO BE UNDERTAKEN

A. Within 15 days of closing on the Property, Advanced American will pay to DEQ the sum of $100,000 in partial payment of remedial action costs incurred by DEQ before the effective date of this Agreement. Payment will be made to "DEQ, Hazardous Substances Remedial Action Fund." Upon receipt of payment by DEQ, Advanced American will have no further responsibility for remedial action costs incurred by DEQ before the effective date of this Agreement.

B. Advanced American will work under DEQ oversight and perform the work described in Attachment B at Advanced American's own expense. In general, and without limiting the requirements of Attachment B, Advanced American will:

(1) Prepare for DEQ approval a Technical Memorandum evaluating whether sufficient information has been collected to (1) perform human health and ecological risk

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screenings for the upland site area, and (2) perform a source control evaluation pursuant to DEQ guidance.

(2) If DEQ determines that existing information is not adequate to perform either task described in 2.B.(1) above, Advanced American will conduct additional necessary investigation under a work plan approved by DEQ.

(3) After completion of 2.B.(1) and, if necessary, 2.B.(2), Advanced American will prepare a human health and ecological screening level risk assessment for the upland site area pursuant to DEQ guidance.

(4) After completion of 2.B.(1) and, if necessary, 2.B.(2), Advanced American will also prepare a source control evaluation pursuant to DEQ guidance.

C. If the risk assessment screening conducted under 2.B.(3) concludes that contamination at the site presents the potential for unacceptable risk to human health or ecological receptors, Advanced American will conduct a baseline risk assessment to determine whether the site poses an unacceptable risk to human health or ecological receptors. If the baseline risk assessment concludes that the site presents an unacceptable risk to human health or ecological receptors, Advanced American will conduct removal or remedial actions and/or best management practices as necessary to address the unacceptable risks. Remedial activities may include but are not limited to a soil cap (e.g., maintained gravel or asphaltic concrete if not covered by structures), a storm water management system, and institutional controls (including a DEQ-approved soil management plan; cap maintenance; a hazard communication plan, land use restrictions; and groundwater use restrictions.)

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D. If the source control evaluation conducted under 2.B.(4) above concludes that the site is a current significant source of contamination to the Willamette River, Advanced American will conduct removal or remedial actions and/or best management practices as necessary to control contaminant sources at the site. Remedial activities may include but are not limited to a soil cap (e.g., maintained gravel or asphaltic concrete if not covered by structures), a storm water management system, and institutional controls (including a DEQ-approved soil management plan; cap maintenance; a hazard communication plan, land use restrictions; and groundwater use restrictions.)

E. Nothing in this Agreement obligates DEQ or the state of Oregon or any of its commissions, agencies, officers or employees to conduct or pay for any actions related to releases at or from the Property, including but not limited to any releases from the Property into the Willamette River.

F. Advanced American will comply with substantive requirements of all applicable federal, state and local laws and regulations, and shall obtain all necessary permits for the activities described in this Agreement.

G. Advanced American will record and abide by any necessary restrictions on the use of the Property as described in Subsections 2.K and 3.C. below. Such use restrictions may include without limitation restrictions on the use of groundwater and land use, restrictions on the location of structures on the property, restrictions on the use of the Property for residential purposes, and cap maintenance requirements.

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H. Upon satisfactory completion of actions under 2.B. above by Advanced American, DEQ will provide a written notice that such measures have been completed. When DEQ determines that the Property meets DEQ's requirements for a No Further Action determination, DEQ will issue such a determination. Advanced American may request such a determination at any time that Advanced American reasonably believes the Property meets DEQ's requirements for a No Further Action determination. Advanced American agrees that it will pay DEQ's costs incurred in making any No Further Action, including but not limited to costs for reviewing documents, and analytical reports, preparing the determination and providing public notice. If DEQ issues a determination of No Further Action or Certificate of Completion for the Property, such determination or Certificate shall serve as notice of completion of the remedial actions required under 2.B.

I. Any development, construction, or other use of the Property shall be consistent with and shall not interfere with investigative or remedial activities necessary at the Property. To ensure such consistency and prevent exacerbation of existing contamination at the Property, Advanced American must notify DEQ before any material physical changes or disturbances are made to any area of the Property that is subject to use restrictions under Section 2.D and 3.C. At DEQ's request, Advanced American must submit for DEQ review and approval, any development, use, and building plans, or other similar and adequate documentation, for the proposed activities before any material changes or disturbances occur to any area of the Property that is subject to such use restrictions. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

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J. Advanced American shall require all tenants, employees, authorized and regular users, and other occupants of the Property who perform activities on the Property that might affect the soils, groundwater, other contaminated media, or affect necessary investigator and/or remedial measures, to also submit development and/or construction plans to Advanced American for review by DEQ, as per Subsection 2.D. of this Agreement. This requirement is necessary to ensure that the actions of others do not exacerbate existing contamination. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

K. Advanced American shall record and abide by any use restrictions on the Property that DEQ deems necessary to protect human health or the environment. Any such restrictions, pursuant to ORS 465.327(5), shall run with the land.

3. GENERAL PROVISIONS

A. DEQ Oversight

DEQ shall provide review, approval/disapproval, and oversight as described in Section 2 and Paragraph 3.F.(2) of this Agreement. Where DEQ approval is required for any plan or activity under this Agreement, Advanced American shall not proceed to implement the plan or activity until DEQ approval is received. DEQ will make good faith efforts to conduct plan and activity review promptly so that any proposed development activities are not unduly delayed.

B. DEQ Access

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(1) Advanced American grants an irrevocable right of entry to DEQ and its authorized representatives to enter and move freely about the Property at all reasonable times for purposes of overseeing implementation of this Agreement, or conducting removal or remedial measures DEQ deems necessary.

(2) Advanced American shall allow DEQ to inspect and copy all records in Advanced American's possession or control relating to measures undertaken at the Property under this Agreement. Advanced American shall preserve all such records for six (6) years after the effective date of this Agreement, and, after such six-year period, shall provide DEQ with sixty (60) days notice before destruction or other disposal of such records and make the records available for inspection and copying.

(3) Advanced American may assert a claim of confidentiality regarding any records submitted to or copied by DEQ pursuant to this Agreement. DEQ shall treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 to 192.505. If Advanced American does not make a claim of confidentiality at the time the records are submitted to or copied by DEQ, the records may be made available to the public without notice to Advanced American. DEQ reserves any rights to obtain documents withheld from DEQ as privileged.

C. Use Restrictions

DEQ may impose use restrictions and institutional controls on the Property. Such restrictions would be imposed only as necessary to prevent exposure to contaminated soil, surface water, vapors or groundwater , or to prevent exacerbation of existing contamination.

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D. Notice

All reports, notices, and other communications required under or relating to this Agreement shall be directed to:

For DEQ:

Mark Pugh
2020 SW 4th Avenue, #400
Portland, Oregon 97201
Tel: (503) 229-
Fax: (503) 229-6945

For Advanced American:

Advanced American
7150 SW Hampton St., Suite 222
Tigard, Oregon 97223
Tel: (503) 684-0855
Fax: (503) 684-6335

E. DEQ Costs

(1) Advanced American will pay costs incurred to prepare this Agreement, and costs incurred after the effective date of this Agreement by DEQ in connection with the oversight of Advanced American's implementation of this Agreement. Prior to the effective date of this Agreement, Advanced American provided to DEQ a deposit of $8,870 to pay for DEQ costs in preparing this Agreement and for DEQ costs in providing oversight for implementation of this Agreement.

(2) I

management, support, and program development costs of DEQ and the Land Quality Division allocable to DEQ oversight of this Agreement and not charged as direct site-specific costs. Indirect costs are based on a percentage of direct personal service costs.

(3) As DEQ incurs oversight costs after the effective date of this Agreement, DEQ will draw against the $8,870 deposit described in (1) above. DEQ will submit to Advanced American a monthly statement of costs incurred. Advanced American will be responsible for any oversight costs incurred by DEQ in excess of $8,870.

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(4) If DEQ oversight costs under this Agreement do not exceed the $8,870 deposit, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs.

F. Dispute Resolution

In the event of any disagreement between DEQ and Advanced American regarding implementation of this Agreement, including but not limited to review and approval of a plan or activity or DEQ costs, DEQ and Advanced American shall, in the following order:

(1) Make a good faith effort to resolve the dispute between project managers;

(2) If necessary, refer the dispute for resolution by the immediate supervisors of the project managers; and

(3) If necessary, provide to each other their respective positions in writing and refer the dispute for resolution to DEQ's Administrator of the Land Quality Division or Northwest Regional Division Administrator, and Advanced American's [

]. DEQ's final decision after such dialogue shall be enforceable in accordance with Subsection 3.H. of this Agreement.

G. Enforcement of Agreement and Reservation of Rights

(1) In the event of any failure of Advanced American to comply with any obligation of this Agreement, DEQ may enforce this Agreement under ORS 465.260(5) or exercise any authority or pursue any claim or cause of action that DEQ might have. Advanced American reserves any defenses or counterclaims it might have in the event of such action by DEQ.

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(2) Except as provided in Subsections 3.I and 3.J of this Agreement, DEQ and Advanced American reserve any claim or cause of action they respectively have as to any person or entity not a signatory to this Agreement.

(3) Advanced American does not admit any liability or violation of law by virtue of entering this Agreement.

(4) DEQ reserves its authority to perform remedial measures regarding a release of hazardous substances at or from the Property.

H. Waivers

(1) Advanced American waives any claim or cause of action it might have against the State of Oregon arising from contamination at the Property existing as of the date of acquisition of ownership or operation of the Property.

(2) Advanced American waives any right it might have under ORS 465.260(7) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for cost incurred under this Agreement.

I. Hold Harmless and Indemnification

Advanced American shall save and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, agents, and authorized representatives, and indemnify the foregoing, from and against any and all claims arising from acts or omissions related to this Agreement of Advanced American or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ shall not be considered a party to any contract made by Advanced American or its agents in carrying out activities under this Agreement.

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J. Public Notice

(1) Upon execution of this Agreement, DEQ will provide public notice of this Agreement in a local newspaper of general circulation, describing the measures to be undertaken under this Agreement. Copies of the Agreement will be made available to the public. DEQ shall provide Advanced American a draft of such notice and consider any comments by Advanced American on the draft notice, before publication. Advanced American is responsible for the publication costs, if any, of such notice.

(2) Before approval of any remedial action, DEQ will provide public notice and opportunity for comment on the proposed remedy in accordance with ORS 465.320.

K. Recording

Within thirty (30) days of the date Advanced American receives an ownership interest in the Property, Advanced American shall submit a copy or original of this Agreement (whichever is required by the county) to be recorded in the real property records of Multnomah County, State of Oregon. Advanced American shall provide DEQ with written evidence of such recording within seven (7) days of recording.

L. Transfer of Interest

Until DEQ issues a No Further Action determination or Certificate of Completion for the Property and Advanced American completes all obligations required under this Agreement, upon transfer of any interest in the Property, or a portion of the Property, from Advanced American to another person or entity, Advanced American shall provide written notice to the DEQ project manager within thirty (30) days of such transfer.

4. RELEASE FROM LIABILITY

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A. Subject to the satisfactory performance by Advanced American of its obligations under this Agreement, including compliance and ongoing obligations and institutional controls, Advanced American shall not be liable to the State of Oregon under ORS 465.200 through 465.455 and 465.900 for any release of the hazardous substances described in Section 1 above at the Property existing as of the date of Advanced American's acquisition of its interest in or operation of the Property. Advanced American shall bear the burden of proving that any hazardous substance release existed before the date of acquisition of its interest in or operation of the Property.

B. The release from liability under Subsection 4.A of this Agreement shall not apply to any liability regarding:

(1) A release of hazardous substances at the Property after the date of acquisition of an interest in or operation of the Property;

(2) Contribution to or exacerbation of a release of hazardous substances;

(3) Interference or failure to cooperate with DEQ, or with persons conducting remedial measures under DEQ's oversight at the Property

(4) Failure to exercise due care or take reasonable precautions with respect to any hazardous substance at the Property;

(5) Violation of federal, state, or local law regarding hazardous substances;

(6) Any ownership, operation, or release of hazardous substances at the Property by Advanced American before the effective date of this Agreement;

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(7) Any ownership, operation, or other ground of liability of Advanced American for a release of hazardous substances at an off-site location affecting the Property; and

(8) Any matters as to which the State of Oregon is owed indemnification under Subsection 3.I of this Agreement.

C. Neither the release of liability in subsection 4.A. nor any other provision of this Agreement constitutes or shall be construed as an obligation by the state of Oregon, or any commission, agency, officer or employee thereof to indemnify, defend or hold harmless any person, including without limitation Advanced American, for costs or expenses arising from or related in any way to the Property, a release of hazardous substances at, to, or from the property, or this Agreement.

5. PARTIES BOUND

A. This Agreement shall be binding on the signatories and their respective commissions, agencies, officers, assigns, successors, employees, contractors, agents, and authorized representatives. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Agreement. No change in ownership or corporate or partnership status relating to the Property shall in any way alter Advanced American's obligations under this Agreement, unless approved otherwise in writing by DEQ.

B. The benefits and burdens of this Agreement shall run with the land; however, the release from liability set forth in Subsection 4.A of this Agreement shall limit or otherwise affect the liability only of persons who are not potentially liable under

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ORS 465.255 for a release of hazardous substances at the Property as of the date of that person's acquisition of ownership or operation of the Property and who assume and are bound by the terms of this Agreement applicable to the Property as of the date of their acquisition of ownership or operation of the Property.

6. EFFECTIVE DATE

This Agreement shall be effective upon signature by both parties and when Advanced American receives an ownership interest in the Property.

7. SIGNATURES

_____ Date: _____
NAME
TITLE
Advanced American Construction Properties, LLC.

SUBSCRIBED AND SWORN TO
BEFORE ME this _____ day of
_____, 2004 by
in his capacity as
of Advanced American
construction Properties, LLC

_____

NOTARY PUBLIC FOR OREGON
My Commission expires:

_____ Date: _____
Alan Kiphut, Acting Administrator
Land Quality Division
Oregon Department of Environmental Quality

SUBSCRIBED AND SWORN TO
BEFORE ME this _____ day of
_____, 2004 by,

AAC001381

Alan Kiphut in his capacity as Acting Administrator of the Land Quality Division, Oregon Department of Environmental Quality.

_____

NOTARY PUBLIC FOR OREGON
My Commission expires: _____

AAC001382

MFA Agmt

AAC001383

GeoDesign Data

AAC001384

TABLE 7
Summary of Groundwater Analytical Data
PAHs and VOCs
Marine Finance Corporation
Portland, Oregon

Sample I.D.	Date	PAHs by EPA Method 8270SIM (µg/L)									VOCs by 8260B µg/L
		Acenaphthene	Benzo (ghi) perylene	Chrysene	Fluoranthene	Fluorene	Naphthalene	Phenanthrene	Pyrene	Others	All
MW-1	04/15/03	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	--
	07/22/03	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	--
	04/01/04	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND	--
MW-2	04/15/03	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	ND
	07/22/03	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	ND
	04/01/04	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND	ND
MW-3	04/15/03	0.490	ND<0.100	ND<0.100	0.795	ND<0.100	ND<0.100	0.117	1.11	ND	--
	07/24/03	1.060	ND<0.100	ND<0.100	1.02	0.157	ND<0.100	1.400	1.48	ND	--
	04/01/04	0.136	ND<0.10	ND<0.10	0.188	ND<0.10	ND<0.10	ND<0.10	0.293	ND	--
MW-4	04/15/03	0.808	0.100	0.113	0.168	ND<0.100	0.135	0.134	0.649	ND	--
	07/24/03	1.14	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	0.274	ND	--
	04/01/04	0.675	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	0.178	ND	--
MW-5	04/15/03	0.196	ND<0.100	ND<0.100	0.134	ND<0.100	ND<0.100	0.277	0.666	ND	--
	07/24/03	0.725	ND<0.100	ND<0.100	0.269	ND<0.100	ND<0.100	0.693	1.03	ND	--
	04/01/04	0.189	ND<0.10	ND<0.10	0.142	ND<0.10	ND<0.10	0.109	0.751	ND	--
MW-6	04/15/03	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	ND
	07/22/03	0.402	ND<0.100	ND<0.100	0.103	ND<0.100	ND<0.100	ND<0.100	ND<0.100	ND	ND
	04/01/04	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND<0.10	ND	ND
DEQ Generic RBCs											
Ingestion & Inhalation from Tap Water- Occupational		1500	--	56	5,800	970	25	--	4,400	Varies	--
Volatilization to Outdoor Air- Occupational		--	--	--	--	--	--	--	--	Varies	--
Vapor Intrusion Into Buildings- Occupational		--	--	--	--	--	--	--	--	Varies	--
Groundwater in Excavation- Excavation Worker		--	--	--	--	--	680	--	--	Varies	
Ecological Risk, Aquatic		0.52	--				0.62	0.0063	--	--	--
EPA Region 9 Tap Water PRGs		4200	--				240	--	140	Varies	--

Notes:
VOCs: volatile organic compunds
PAHs: polynuclear aromatic hydrocarbons
EPA: U.S. Environmental Protection Agency
µg/L: micrograms per liter
ND: Not detected above laboratory reporting methods.
DEQ: Oregon Department of Environmental Quality
RBCs: risk-based concentrations
--: not analyzed/applicable
PRG: preliminary remediation goal

TABLE 6
Summary of Regional Naturally-Occurring Arsenic Concentrations
Marine Finance Corporation Site
Portland, Oregon

Media	Location	Sample Population	Arsenic Concentration (mg/kg or µg/L)			Reference
			Median	Low	High	
Soil	Mears Trust Site, Beaverton	11	3.7	0.5	5.2	GeoDesign, 2000
	Sexton Mountain, Beaverton	45	3.2	0.1	7.1	GeoDesign, 2001
	Oregon, State-wide	--	--	--	10.0	Baldwin and McCreary, 1998
	Oregon, State-wide	34	5.1	1.2	10.3	Shacklette and Boerngen, 1984
	Clark County, Washington	--	5.8	--	--	Juan, 1994
	The Round, Beaverton	19	6.2	1.1	36.5	Squier, 1993; Squier, 1995; URS, 2002
	Durham Quarry, Tigard	7	<2.00	<1.85	<2.00	GeoDesign, 2003
	On Site	**8**	**2.29**	**1.66**	**2.91**	**This Study**
Sediment	Tualatin River Subbasin	22	7.2	2.0	16.0	Bonn, 1999
Surface Water	Tualatin River Subbasin	1,140	3.0	--	--	DEQ, 2001
Groundwater	Mears Trust Site, Beaverton	7	38.6	1.6	115	GeoDesign, 2000
	Sexton Mountain, Beaverton	15	8.8	2.0	19.3	GeoDesign, 2001
	Willamette Basin	728	68.3	<1	2,000	Hinkle and Pollette, 1999
	Tualatin River Subbasin	--	--	<1	77	Hinkle and Pollette, 1999
	The Round, Beaverton	7	50.6	2.5	186	URS, 2002
	Durham Quarry, Tigard	3	2.33	1.83	4.16	GeoDesign, 2003
	On Site	**6**	**1.3**	**1.0**	**19.5**	**This Study**

Notes:
mg/kg: milligrams per kilogram. Applies to soil and sediment concentrations.
µg/L: micrograms per liter. Applies to surface water and groundwater concentrations.
--: not applicalble/available

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PHASE II ENVIRONMENTAL SITE ASSESSMENT

Marine Finance Corporation

8444 NW St. Helens Road
Portland, Oregon

For
Marine Finance Corporation
c/o Digital Video Systems
June 16, 2003

GeoDesign Project: MarineFin-1-01-05

DRAFT

June 16, 2003

Marine Finance Corporation
c/o Digital Video Systems
1731 Technology Drive, Suite 810
San Jose, CA 95110

Attention: Mr. Doug Watson

Phase II Environmental Site Assessment
Marine Finance Corporation Facility
8444 NW St. Helens Road
Portland, Oregon
GeoDesign Project: MarineFin-1-01-05

GeoDesign, Inc. is pleased to submit our Phase II Environmental Site Assessment for the Marine Finance Corporation Facility located at 8444 NW St. Helens Road in Portland, Oregon. Contractual terms for our services are contained in our proposal dated February 20, 2003.

We appreciate the opportunity to be of service to you. Please contact us if you have questions regarding this report.

Sincerely,

GeoDesign, Inc.

Robert E. Belding, R.G.
Principal Geologist

cc: Mr. Gordon Carey
Mr. Mark Pugh, Oregon Department of Environmental Quality

SGR:PMT:REB:kt
Attachments
One copy submitted
Document ID: MarineFin-1-01-05-061603-envr-PhaseIIESA.doc

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1.0 INTRODUCTION

This report summarizes the results of our Phase II Environmental Site Assessment (ESA) for the property located at 8444 NW St. Helens Road in Portland, Oregon. The approximate 9.7-acre property is composed of the land immediately surrounding the western side of St. Johns Bridge on the Willamette River. The Phase II ESA consisted of a subsurface investigation; soil sampling; groundwater well installation; and monitoring for diesel hydrocarbons, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and 13 priority pollutant total metals. This Phase II ESA was conducted to address environmental concerns identified during exploratory sampling activities that resulted in an Expanded Preliminary Assessment (XPA), performed by Jacobs Engineering in November 2000, for the subject property. The scope of work was conducted in accordance with our proposal dated February 20, 2003. The site and surrounding physical features are shown in Figure 1. The site layout and locations of soil borings and monitoring wells on the site are shown in Figure 2.

2.0 BACKGROUND

In fall of 1997 the U.S Environmental Protection Agency (EPA) contracted Weston for the collection of 187 near-shore sediment samples along the Portland Harbor Area. Three sediment samples were collected adjacent to the site. This exploratory sampling project identified contaminated sediments in two of the samples adjacent to the site. Contaminant concentrations exceeding either the Oregon Department of Environmental Quality (DEQ) Ecological Risk Assessment Screening Level Value (SLV) or Portland Harbor Baseline Value included arsenic, cadmium, copper, lead, manganese, mercury, nickel, zinc, 2-methylnaphthalene, 4-methylphenol, benzoic acid, benzyl alcohol, butylbenzylphthalate, carbazole, di-N-butylphthlate, di-N-octylphthalate, dibenzofuran, dimethylphthalate, pentachlorophenol, phenol, PAHs, and polychlorinated biphenyls.

Following the EPA sampling event, the DEQ contracted Jacobs Engineering (Jacobs) to perform an XPA for the subject area in order to further analyze the extent of contamination around the western side of St. Johns Bridge. Jacobs collected 7 samples from direct-push borings, 11 surface soil samples, 9 sediment samples, and 2 surface water samples (See Appendix C for sample locations and results). Laboratory analyses for groundwater reported concentrations above EPA Region 9 Preliminary Remediation Goals (PRGs) for chloroform, benzo(a)pyrene, chrysene, indeno(1,2,3-cd)pyrene, antimony, arsenic, iron, lead, and manganese. Laboratory analyses for surface water reported concentrations of barium above the PRG. Laboratory analysis of surface soil samples (6-inch depth) reported concentrations above the PRG for benzo(a)pyrene, arsenic, and chromium. Laboratory analysis of subsurface soil samples reported concentrations of arsenic above the PRG. Laboratory analysis of sediment samples reported concentrations above SLVs or Portland Harbor Baseline Values for PAHs, 2-methylnaphthalene, dibenzofuran, butylbenzylphthalate, arsenic, copper, lead, mercury, and zinc.

DEQ prepared a Site Assessment Program-Strategy Recommendation Letter (December 12, 2002) in response to the XPA provided by Jacobs. The letter described specific data gaps to be addressed on the project site. GeoDesign has addressed these data gaps for the upland portion of the site in the scope of work completed for this Phase II ESA.

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3.0 SCOPE OF WORK

The DEQ's December 12, 2002 letter provided a general scope of work to complete the characterization of the uplands portion of the site. The scope of work does not address river sediments adjacent to the Marine Finance site. We understand that the DEQ will refer the site to the EPA to address in-water issues during the proposed harbor-wide remedial investigation. The DEQ scope of work for the upland portion of the site includes the following:

- Soil sampling from at least two discrete depth intervals at locations with the highest contaminant levels in surface soil as determined by environmental sampling conducted by Jacobs (SS-2, SS-7, and SS-9) and from the former underground storage tank (UST) location (Figure 2).
- Installation and quarterly monitoring (one-year minimum) of approximately six monitoring wells across the eastern side of the property to assess shallow groundwater contaminants potentially discharging to the Willamette River, as well as flow direction and gradient.
- Collection of additional surface soil samples at approximately 10 locations to better define the lateral extent of surface soil contamination (not addressed in this study).

DEQ noted, "based on the results of the further investigation, DEQ will determine whether additional actions are necessary to assure protection of human health or the environment."

GeoDesign's completed scope of work addressed DEQ's first two bullet items noted above. The type and number of chemical analyses that were conducted are based on the results of the XPA and the DEQ's strategy recommendation. Those tasks that are deemed less time sensitive and dependent on the results of the first phase of sampling will be saved for a later phase, including surface soil sampling and analysis. The work scope includes only two quarters of groundwater sampling events, the first of which is presented in this report. The need for two additional rounds of groundwater sampling will be evaluated after the first two rounds of groundwater sampling have been completed. The five work tasks completed during the current study are described below. Further detail regarding the following tasks can be reviewed in GeoDesign's Work Plan, dated March 24, 2003.

TASK 1: DATA EVALUATION AND WORK PLAN PREPARATION

GeoDesign developed a subsurface investigation work plan based on the results of the XPA and DEQ's strategy recommendation. The work plan included soil and groundwater sampling rationale, a table of proposed chemical analyses, and a map of proposed boring/well locations. The work plan, dated March 24, 2003, was submitted to DEQ for final approval prior to conducting the investigation.

TASK 2: PRE-FIELD ACTIVITIES

GeoDesign conducted the following pre-field activities preparatory to the investigation.

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- Conduct a preliminary site visit to select and mark the boring locations.
- Contact the one-call utility notification center to coordinate the locating of underground utilities beneath the site prior to beginning the subsurface explorations.
- Prepare a site-specific Health and Safety Plan checklist as required by hazardous waste operations rules outlined in 29 CFR 1910.120.

TASK 3: BORINGS AND MONITORING WELL INSTALLATION

GeoDesign performed a subsurface investigation, consisting of the following subtasks:

- Subcontract Geo-Tech Explorations of Tualatin, Oregon, to advance two Geoprobe® borings to depths of 9 and 20 feet below the ground surface (bgs), respectively, and six monitoring well borings to a depth of approximately 30 feet bgs.
- Obtain continuous soil samples from the borings for field screening and possible chemical analysis.
- Screen soil samples in the field using visual, water sheen, and headspace vapor screening techniques.
- Based on field screening results, collect soil samples for laboratory analysis from the 20- and 9-foot Geoprobe® soil borings (drilled near SS-2 and SB-4) and two of the 30-foot monitoring well borings (drilled near SS-7/SW-2 and SS-9/SW-1) at two discrete depth intervals. Submit the samples to North Creek Analytical (NCA) of Beaverton, Oregon, for laboratory analysis, including diesel-range petroleum hydrocarbons by NWTPH-Dx (8), VOCs by EPA Method 8260B (2), PAHs by EPA Method 8270C-SIM (8), and 13 priority pollutant metals by EPA Method 6010B/7000 series (4).
- Collect one soil sample from the groundwater interface in each of the remaining four monitoring well borings (drilled near SS-10/GW-6, GW-5, SS-11/GW-7, and GW-2) and submit the samples for laboratory analysis, including PAHs by EPA Method 8270C-SIM (4), VOCs by EPA Method 8260B (1), and 13 priority pollutant metals by EPA Method 6010B/7000 series (4).
- Observe the installation of six 1.5-inch-diameter groundwater monitoring wells in the 30-foot borings. Complete each well with 15 feet of pre-packed screen with either a flush-mount, traffic rated monument or an aboveground locking monument surrounded by guard posts.
- Backfill the temporary borings with bentonite, and repair the surface to match existing grade.
- Develop the six monitoring wells through pumping.
- Coordinate the disposal of soil cuttings, drilling decontamination water, and well purge water.

TASK 4: SURVEY WELLS AND QUARTERLY GROUNDWATER MONITORING

Subcontract a well survey and perform two quarters of groundwater monitoring as follows:

- Subcontract a licensed surveyor to establish the x, y coordinates and top of casing elevations of the six monitoring wells.
- Perform two rounds of groundwater monitoring of the six monitoring wells, e.g. in March and June 2003 (on a quarterly schedule) or March and September 2003 (on a semi-annual schedule).

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- Once each event, measure depth to water in each of the wells to the nearest 0.01 foot using a water level indicator.
- Once each event, purge at least three casing volumes of groundwater using a peristaltic pump. Monitor pH, conductivity, and temperature.
- Once each event, collect a representative groundwater sample from each of the six wells using a new length of sample tubing fitted with a ball foot check valve. Transfer the samples to laboratory prepared sample containers. Submit samples under chain or custody procedures to NCA for analysis of VOCs by EPA Method 8260B (2), PAHs by EPA Method 8270C (6), and 13 priority pollutant metals (totals) by EPA Method 6010B/7000 series (6). A total of 8 groundwater samples would be analyzed each quarter, including 2 quality assurance/quality control samples. The total number of samples for the two quarters is 16.

The need for two additional quarters of groundwater monitoring will be determined in consultation with DEQ based on the results of the first two rounds of groundwater sample analysis.

TASK 5: REPORTS AND MEETING

Reports will be prepared summarizing the results of subsurface investigation as well as two quarterly groundwater monitoring events.

- The report of the investigation would include a description of the methods used, summary of subsurface conditions encountered, and evaluation of the analytical data. Soil boring logs, well as-built diagrams, a site plan showing boring/well locations, analytical reports, and chain of custody documents will be included.
- The results of the first groundwater monitoring event would be reported along with the results of the drilling investigation. Subsequent monitoring events would be reported separately. Each report would include a summary of methods, conditions encountered, and an analysis of the data. A groundwater contour map, field report, analytical report, and chain of custody documents also would be included.
- Present the results of the investigation and first groundwater monitoring event to the client during a meeting.

ADDITIONAL TASKS

GeoDesign proposes to conduct surface soil sampling during a subsequent phase to assist with soil management decisions when developing the site. Surface soil samples would be collected at approximately 10 locations using a hand auger, and the samples would be submitted for laboratory analysis. The specific scope of work and costs for surface soil sampling and analysis would be presented at a later date under separate cover.

4.0 SITE DESCRIPTION AND PHYSICAL SETTING

The subject property is located northwest of the city of Portland, beneath the southwestern end of the St Johns Bridge, on the western side of the Willamette River. The approximately 9.7-acre site is composed of Tax Lots 100, 500, and 600 in the southeast quarter of Section 11, Township

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1N, Range 1W of the Willamette Meridian. The site is occupied by multiple tenants, including Transversal (Transloader) International Corporation, Hendren Tow Boat Company, Blackcat Studios, and Superior Performance (Figure 2).

5.0 SITE GEOLOGY AND HYDROGEOLOGY

The Marine Finance site is located on the western bank of the Willamette River with surface topography sloping gently toward the waterfront. General surficial site geology consists of fill material, native Willamette River terrace deposits, and native Willamette River Basin alluvium. Records of fill suggest that the material was brought to the site in two or more stages, and the fill was most likely obtained from private dredging operations. The native soil deposits are Pleistocene Age and consist of stratified sands and silt. The terrace deposits tend to be nearly indistinguishable from the alluvium. However, the terrace deposits are known to be approximately 10 feet in thickness while the alluvium can be up to 100 feet thick (Trimble, 1957). Underlying the surficial sediments and fill are Columbia River Basalts, poorly sorted lacustrine deposits, and the Pliocene Troutdale Formation.

Groundwater and surface water are believed to flow east, toward the Willamette River. In addition, a groundwater seep or spring located near the northern end of the property also flows toward the river. Local alluvium was deposited into Willamette and Columbia river floodplains. Aquifers in floodplain deposits generally are unconfined and localized due to the heterogeneity of the deposits (Jacobs Engineering, 2000).

6.0 SUBSURFACE INVESTIGATION RESULTS

GeoDesign's investigation included advancing direct push Geoprobe® borings B-1 and B-2 to a depth of 20.0 and 9.0 feet bgs, respectively; advancing six direct push monitoring well borings (MW-1 through MW-6) to depths ranging from 19.5 to 30 feet bgs; obtaining soil samples for laboratory analysis; and constructing six monitoring wells (MW-1 through MW-6) in the boreholes. Drilling services were provided by Geo-Tech Explorations, Inc. of Tualatin, Oregon. These activities were conducted to evaluate the potential for impact to soil and groundwater from the documented contamination discussed in Section 2.0 and shown on Jacob's figures in Appendix C. The results of the characterization activities are presented in the following sections. The boring and monitoring well locations are shown in Figure 2. The boring logs are included in Appendix A

6.1 SOIL SAMPLING

On April 13, 2003, soil samples were obtained continuously from each boring for field screening and classification. A portion of each sample was field-screened for potential VOCs using a photoionization detector (PID) and visual methods. Surface and subsurface soils consisted generally of moist, brown to gray silty sand with occasional gravels. Fill material is present across the entire site and ranges in depth from 9 to 30 feet bgs, according to our boring logs. The fill material is underlain by gray to brown sand and sandy silt with trace organics. Boring B-1, a 20-foot boring, encountered fill material to a depth of 18.5 feet bgs. The soil appeared wet at 17 feet bgs, and the soil graded from sand to silt below a depth of 18.5 feet bgs. Boring B-2, a 9-foot boring, was entirely in fill material, and the silty sand fill became wet at 7 feet.

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Boring B-2 encountered drilling refusal at 9.0 feet bgs, possibly due to rip-rap, river gravels, or cobbles. Monitoring well boring MW-1 encountered 8 feet of fill material underlain by gray sand and silt before encountering drilling refusal in brown gravel at 19.5 feet bgs. Monitoring well boring MW-2, a 30-foot boring, encountered 24 feet of fill underlain by gray silty sand with gravel. Monitoring well boring MW-3 encountered 14 feet of fill, including wood and brick debris at approximately 7.5 feet bgs. The fill was underlain by brown to red sand and gray silt to the bottom of the borehole at 30 feet bgs. Monitoring well boring MW-4 was also a 30-foot boring, and it encountered brown and gray sand and gravel fill throughout its entire depth. Monitoring well boring MW-5 encountered 22 feet of fill underlain by gray sand to silty sand to the final depth of the boring at 30 feet bgs. Monitoring well boring MW-6 was advanced to a depth of 21.5 feet bgs, encountering 14 feet of fill underlain by gray silty sand and gray silt.

Continuous soil samples were obtained from the eight borings, and the soils were field-screened using visual examination and headspace vapor screening methods. Field headspace vapor screening was accomplished using a PID and recorded on the boring logs in Appendix A. Soil samples were selected for laboratory analysis, including one sample per boring from the groundwater interface and the sample having the highest PID reading. In the absence of a PID detection, only the sample from the groundwater interface was selected for analysis.

Using the above selection criteria, one soil sample each was selected from B-2, MW-3, MW-4, MW-5, and MW-6 for analysis, and two soil samples from B-1, MW-1, and MW-2 were selected for analysis. The soil samples were submitted under a chain-of-custody to NCA for analysis. One sample from each of the eight borings was analyzed for total 13 priority pollutant metals by EPA Method 6000/7000 series, and PAHs by EPA Method 8270M-SIM. Soil samples collected from B-1, B-2, MW-1, MW-2, and MW-4 were tested for diesel-range petroleum hydrocarbons by Method NWTPH-Dx. Soil samples collected from B-2, MW-2, and MW-6 were analyzed for VOCs by EPA Method 8260B. Specific laboratory results can be reviewed in Tables 2 and 3, and results are summarized in Section 7.2 below.

6.2 GROUNDWATER SAMPLING

6.2.1 Groundwater Monitoring Well Installation

Permanent groundwater monitoring wells were constructed in direct push borings MW-1 through MW-6 on March 21and 24, 2003. Monitoring wells were constructed with 1.5-inch-inside diameter polyvinyl chloride casing and pre-packed well screens. The screened intervals of the monitoring wells range from 4.5 to 30 feet bgs. Aboveground well monuments were placed over locked well caps. Each aboveground monument is surrounded by three guard posts. The elevation of the top of the well casings was surveyed by Thurston & Associates (a licensed land surveyor). The monitoring well casing elevations are shown on Table 1. Well construction details are shown on the boring logs included in Appendix A.

6.2.2 Groundwater Monitoring and Sampling

GeoDesign conducted groundwater monitoring and sampling activities at the site on April 16, 2003. On May 8, 2003, groundwater levels in the wells were measured from the top of the casing to the nearest 0.01 foot using an electronic water level indicator. Groundwater elevation measurements are presented in Table 1.

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The depth to groundwater in the monitoring wells ranged from 6.95 feet (MW-1) to 20.05 feet (MW-3) from the top of well casing. Converting these measurements to elevation based on a surveyed datum yielded groundwater elevations ranging from 11.86 feet above mean sea level (MSL) to 19.20 feet above MSL (MW-6). Groundwater elevations were plotted and hand contoured. The resulting groundwater flow direction is east-northeast toward the Willamette River at a gradient of approximately 0.045 vertical feet per lineal foot (ft/ft). The groundwater elevation contour map interpreted from the May 8, 2003 data is shown on Figure 3.

Before sample collection, each well was purged a minimum of three casing volumes of water using an electric peristaltic pump with dedicated tubing, while recording field readings of pH, temperature, electrical conductivity, and dissolved oxygen. When these parameters stabilized, groundwater samples were collected. Groundwater samples were collected directly from dedicated pump tubing and discharged into laboratory-supplied containers. Water samples submitted for total metals analysis were unfiltered.

Groundwater samples collected during the April 2003 monitoring event were transported under chain of custody to NCA of Beaverton, Oregon. The groundwater samples were analyzed for a variety of chemical parameters described in Section 3.0, including VOCs by EPA Method 8260B, PAHs by EPA Method 8270M-SIM, and 13 priority pollutant total metals by EPA Method 6010B/7000 series. Chemical analytical data for the groundwater samples submitted for the April 2003 event are presented in Tables 4 and 5 and discussed in Section 7.2 below. Laboratory data sheets, chain-of-custody records, and laboratory quality control documentation for the groundwater samples are presented in Appendix B.

7.0 CHEMICAL ANALYTICAL RESULTS

7.1 SOIL

Diesel and heavy oil range hydrocarbons were detected in three of the eight samples analyzed. Diesel was detected in MW-4 (18-19) at a concentration of 31.0 milligrams per kilogram (mg/Kg), heavy oil was detected in the samples from MW-1 (8-9) and MW-4 (18-19) at concentrations of 57.6 and 66.1 mg/Kg, respectively (Table 2). All detected concentrations were less than the DEQ's Level I Soil Matrix Cleanup Standard of 100 mg/Kg, which is the most stringent cleanup standard.

Three soil samples were analyzed for VOCs, including B-2 (7-9), MW-2 (18-20), and MW-6 (13-15). Of the three, only one VOC, 2-chlorotoluene, was detected in one sample (B-2 (7-9)) at a concentration of 266 mg/Kg (Table 3). The concentration of all other VOC analytes in sample B-2 (7-9) and all VOCs in samples MW-2 (18-20) and MW-6 (13-15) were below the method reporting limit (MRL). No EPA Region 9 PRG or DEQ Risk Based Concentration (RBC) were established for 2-chlorotoluene.

Eleven soil samples were submitted for PAH analysis (Table 3). Several PAHs were detected by the analysis, including the following:

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- Acenaphthene was detected in 2 of the 11 samples at a concentration of 15.9 micrograms per kilogram (µg/Kg) in MW-4 (18-19) and 45.3 µg/Kg in B-1(8-10).
- Benzo(a)anthracene was detected in seven samples at concentrations ranging from 20.4 µg/Kg in B-1(17-18) to 111 µg/Kg in B-2(7-9).
- Benzo(a)pyrene was detected in seven samples at concentrations ranging from 17.1 µg/Kg in B-1(17-18) to 138 µg/Kg in B-2 (7-9).
- Benzo(b)fluoranthene was detected in seven samples at concentrations ranging from 18.5 µg/Kg in B-1(17-18) to 85.2 µg/Kg in MW-6 (13-15).
- Benzo(ghi)perylene was detected in seven samples at concentrations ranging from 18.6 µg/Kg in B-1(17-18) to 149 µg/Kg in MW-6 (13-15).
- Benzo(k)fluoranthene was detected in six samples at concentrations ranging from 18.8 µg/Kg in MW-1(8-9) to 89.9 µg/Kg in B-2 (7-9).
- Chrysene was detected in seven samples at concentrations ranging from 24.6 µg/Kg in B-1(17-18) to 139 µg/Kg in B-2 (7-9).
- Fluoranthene was detected in seven samples at concentrations ranging from 76 µg/Kg in B-1(17-18) to 310 µg/Kg in B-1(8-10).
- Fluorene was detected in two samples at a concentration of 14.2 µg/Kg in B-1 (17-18) and 14.3 µg/Kg in MW-4 (18-19).
- Indeno(1,2,3-cd)pyrene was detected in six samples at concentrations ranging from 19.2 µg/Kg in MW-1 (8-9) to 100 µg/Kg (MW-6 (13-15).
- Phenanthrene was detected in six samples at concentrations ranging from 27.0 µg/Kg in MW-4 (18-19) to 144 µg/Kg in B-1 (8-10).
- Pyrene was detected in seven samples at concentrations ranging from 61.6 µg/Kg in MW-1(8-9) to 327 µg/Kg in B-1(8-10).

The concentrations of PAHs were all below the PRGs and applicable DEQ RBCs shown on Table 3.

Various metals were detected in the soil samples obtained from B-1, B-2, MW-1, MW-2, MW-3, MW-4, MW-5, and MW-6 as shown on Table 2 and summarized below:

- Antimony was below the MRL in all but one sample, B-2 (7-9) at 8.99 mg/Kg.
- Arsenic was detected in all eight samples at concentrations ranging from 1.66 mg/Kg in MW-1 (8-9) to 2.91 mg/Kg in MW-3 (19-20).
- Beryllium was detected in four samples at concentrations ranging from 0.298 mg/Kg in MW-4 (18-19) to 0.742 mg/Kg in MW-1 (8-9).
- Cadmium was detected in one sample, B-2 (7-9), at a concentration of 5.39 mg/Kg.
- Chromium was detected in all eight samples at concentrations ranging from 11.3 mg/Kg in MW-4 (18-19) to 22.9 mg/Kg in MW-1 (8-9).
- Copper was detected in all eight samples at concentrations ranging from 15.9 mg/Kg in B-1(8-10) to 35.7 mg/Kg at MW-2 (18-20).
- Lead was detected in all eight samples at concentrations ranging from 4.04 mg/Kg in MW-2 (18-20) to 11.1mg/Kg in MW-6 (13-15).
- Mercury was detected in one sample, MW-4 (18-19), at a concentration of 0.182 mg/Kg.
- Nickel was detected in all eight samples at concentrations ranging from 13.6 mg/Kg in MW-1 (8-9) to 23.4 mg/Kg in MW-5 (22-23).

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- Selenium, silver, and thallium were all below the MRLs in all tested samples.
- Zinc was detected in all eight samples at concentrations ranging from 51.0 mg/Kg in MW-3 (19-20) to 92.4 mg/Kg in B-2(7-9).

Of the detected metals, only the concentration of arsenic exceeds the EPA Region 9 Industrial PRG of 1.6 mg/Kg. However, the highest detected arsenic concentration of 2.91 mg/Kg is within the range of regional naturally-occurring arsenic concentrations shown on Table 6. The lead concentration in all samples is less then the Region 9 PRG of 750 mg/Kg, but it exceeds the DEQ's generic RBC of 1.5 mg/Kg for the leaching to groundwater pathway. Nevertheless, no leachable lead was detected above the MRL by the Toxic Characteristic Leaching Procedure (TCLP), showing that lead at the site is not leachable (Table 2).

7.2 GROUNDWATER

Groundwater quality beneath the project site was characterized by sampling six groundwater monitoring wells. The groundwater samples were obtained from MW-1, MW-2, MW-3, MW-4, MW-5, and MW-6 on April 15, 2003, and then were submitted to NCA under a chain of custody. All samples were submitted for analysis of 13 priority pollutant total metals by EPA Method 6010B/7000 series and PAHs by EPA Method 8270M-SIM. Groundwater samples collected from monitoring wells MW-2 and MW-6 were also analyzed for VOCs by EPA Method 8260B. Results are presented in Tables 4 and Table 5 and summarized below.

Various metals were detected in the water samples collected from monitoring wells MW-2, MW-3, MW-4, MW-5, and MW-6 as follows:

- Antimony was detected only in sample MW-4 at a concentration of 0.00101 milligrams per liter (mg/L).
- Arsenic was detected in MW-2, MW-3, MW-4, and MW-5 at concentrations ranging from 0.0012 mg/L in MW-3 to 0.0195 mg/L in MW-4.
- Beryllium was detected only in sample MW-4 at a concentration of 0.00357 mg/L.
- Cadmium was detected only in sample MW-4 at a concentration of 0.00202 mg/L.
- Chromium was detected in the samples from MW-3 and MW-4 at concentrations of 0.00183 and 0.182 mg/L, respectively.
- Copper was detected in three samples at concentrations ranging from 0.00218 mg/L in MW-3 to 0.435 mg/L in MW-4.
- Lead was detected in three samples at concentrations ranging from 0.00117 mg/L in MW-3 to 0.692 mg/L in MW-4.
- Mercury was detected only in MW-4 at a concentration of 0.000973 mg/L.
- Nickel was detected in MW-3 and MW-4 at concentrations of 0.00413 and 0.139 mg/L, respectively.
- Selenium was detected in MW-4 and MW-5 at concentrations of 0.00103 and 0.00119 mg/L, respectively.
- Silver was detected in MW-2 and MW-4 at concentrations of 0.00138 and 0.0149 mg/L, respectively.
- Thallium was not detected above the MRL in any of the samples analyzed.
- Zinc was detected in MW-3 and MW-4 at concentrations of 0.00774 and 0.635 mg/L, respectively.

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Only the concentration of arsenic in MW-2, MW-3, MW-4, and MW-5 exceeded the EPA Region 9 Tapwater PRG of 0.000045 mg/L. However, the highest detected concentration of arsenic (0.0195 mg/L) at the site is within the range of regional naturally-occurring arsenic concentrations shown on Table 6. In addition, only the concentration of lead in MW-4 (0.692 mg/L) exceeded the DEQ's groundwater ingestion RBC of 0.015 mg/L for the occupational receptor. A beneficial water ruse determination will be needed to determine if the groundwater ingestion pathway is complete at the site.

The maximum detected concentrations of chromium, copper, lead, mercury, nickel, silver, and zinc exceed DEQ's ecological risk levels for aquatic plants, invertebrates, and wildlife as shown on Table 4. An ecological risk assessment may be necessary to determine whether or not any ecological receptors are found at the site that could be at risk to the total metals concentrations. But first, filtered groundwater samples will be submitted for dissolved metals analysis to determine if concentrations still exceed ecological risk levels.

PAHs were detected in the groundwater samples obtained from MW-3, MW-4, and MW-5 as shown on Table 5 and summarized below.

- Acenaphthene was detected in three samples at concentrations ranging from 0.196 micrograms per liter (µg/L) in MW-5 to 0.808 µg/L in MW-4.
- Benzo(ghi)perylene was detected only in sample MW-4 at a concentration of 0.10 µg/L.
- Naphthalene was detected only in MW-4 at a concentration of 0.135 µg/L.
- Phenanthrene was detected in three samples at concentrations ranging from 0.117 µg/L in MW-3 to 0.277 µg/L in MW-5.
- Pyrene was detected in three samples at concentrations ranging from 0.649 µg/L in MW-4 to 1.11µg/L in MW-3.

None of the detected PAH concentrations exceeded the EPA Region 9 PRGs or DEQ RBCs. Acenapthene, fluoranthene, and phenanthrene exceeded the DEQ's ecological risk levels for aquatic plants, invertebrates, and wildlife as shown on Table 5. An ecological risk assessment may be necessary to determine whether any ecological receptors are found at the site that are at risk to these PAH concentrations.

VOCs were not detected above MRLs in the groundwater samples collected from MW-2 and MW-6.

8.0 CONCLUSIONS AND RECOMMENDATIONS

GeoDesign has completed a Phase II ESA which addresses subsurface soil and groundwater underlying the upland portion of the Marine Finance site located in Portland, Oregon. Except for collection of surface soil samples, the investigation followed DEQ's recommended scope of work to complete the XPA performed by Jacobs and included the following tasks:

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- Soil sampling from at least two discrete depth intervals at locations with the highest contaminant levels in surface soil and from the former UST location.
- Installation of six groundwater monitoring wells across the eastern side of the property to assess groundwater contaminants potentially discharging to the Willamette River and determine groundwater flow direction and gradient.
- Collection of groundwater samples from the six monitoring wells.
- Laboratory analysis of soil and groundwater samples for diesel- and heavy oil-range hydrocarbons, VOCs, PAHs, and 13 priority pollutant total metals.
- Comparison of analytical results to applicable DEQ RBCs and EPA Region 9 PRGs.

The results of the Phase II ESA are as follows:

- Seven to 30 feet of apparent Columbia River dredge fill consisting of sandy silt with some gravel underlies the site. The fill appears to increase in thickness toward the river front. The fill is underlain by moist to wet sand, sandy silt, silt, and gravel. Groundwater was encountered in the borings at depths ranging from 7 to 20 feet bgs on western and eastern portions of the site, respectively.
- The depth to groundwater in monitoring wells ranged from 6.95 feet (MW-1) to 20.05 feet (MW-3) from the top of well casing. Converting these measures to elevation based on a surveyed datum yielded groundwater elevations ranging from 11.86 feet above MSL in MW-4 to 19.20 feet above MSL in MW-6. The resulting groundwater flow direction is east-northeast toward the Willamette River at a gradient of approximately 0.045 ft/ft).
- Diesel- and/or heavy oil-range hydrocarbons detected in soil samples collected near the former ferry ramp (MW-1(8-9)) and in the vicinity of the UST pipeline (MW-4 (18-19)) are below the DEQ's Level I Soil Matrix Cleanup Standard of 100 mg/Kg. Furthermore, PAH concentrations detected in these two borings and other borings advanced at the site are below the DEQ's most stringent RBCs and the EPA Region 9 PRGs.
- Of the several priority pollutant metals detected in soil samples collected at the site, only the concentrations of arsenic slightly exceed the EPA Region 9 industrial PRG of 1.6 mg/Kg. The arsenic detected in these soil samples at concentrations ranging from 1.66 to 2.91 mg/Kg are within the range of naturally-occurring arsenic.
- Total lead detected in the soil samples exceeds the DEQ's RBC of 1.5 mg/Kg for the soil leaching to groundwater pathway, occupational scenario. However, no leachable lead was detected in any of the samples submitted for TCLP analysis. This analysis indicates that the lead at the site is not leachable.
- Two or more priority pollutant total metals were detected in groundwater samples collected from five of the monitoring wells (MW-2 through MW-6). Of the metals, only the concentrations of arsenic exceeded the EPA Region 9 Tap Water PRG of 0.000045 mg/L. The arsenic detected in these samples at concentrations ranging from 0.00139 mg/L (MW-2) to 0.0195 mg/L (MW-4) are within the range of naturally-occurring arsenic and are probably due to suspended sediment particles in the sample. Similarly, the total lead concentration in one sample (MW-4) exceeds the DEQ's groundwater ingestion RBC of 0.015 mg/L for the occupational scenario. The lead detected in this sample may be due to lead in suspended sediment particles in the groundwater sample.

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- The low concentrations of PAHs detected in groundwater samples from three wells are all below the DEQ's RBCs for all groundwater pathways and the EPA Region 9 Tap Water PRGs. No VOCs were detected above MRLs in the two groundwater samples analyzed.
- Chromium, copper, lead, mercury, nickel, silver, zinc, acenapthene, fluoranthene, and phenanthrene exceeded DEQ ecological risk levels for aquatic plants, invertebrates, and wildlife.

Based on the results of our findings it is our opinion that the following tasks be completed.

- Conduct the second quarter of groundwater monitoring in July or October 2003. Submit the samples for the same suite of analyses conducted during the first quarter, with the addition of analysis for dissolved metals to determine if arsenic and lead in groundwater exceeds PRGs and DEQ's RBCs.
- Collect surface soil samples at approximately 10 locations as recommended by DEQ. Submit the samples for NWTPH-HCID analysis and request follow-up TPH analysis based on HCID detections, e.g. NWTPH-Dx for diesel and heavy oil. Perform PAH analysis on those samples with TPH-Dx detections. Submit soil samples for analysis of lead and arsenic only. Perform follow-up analysis of samples for TCLP lead. Collect and analyze at least 2 of the 10 samples from areas outside of potential contamination area and utilize as background metals concentrations.
- Conduct further assessment of aquatic ecological risks by submitting aqueous samples for dissolved metals. Then as necessary, conduct a Level I Scoping Ecological Risk Assessment.
- Complete a Beneficial Water Use Determination.

9.0 LIMITATIONS

This environmental services report has been prepared for Marine Finance Corporation c/o Digital Video Systems. This report is not intended for use by others, and the information contained herein is not applicable to other sites. Our interpretations of subsurface conditions are based on data from select soil samples obtained from this limited area. The results of the analyses only indicate the presence or absence of petroleum hydrocarbons and related compounds in those discrete sample locations. Analytical data from the laboratory samples should only be considered as indicators of site conditions and not a guarantee of the absence of subsurface impact in areas not sampled.

The conclusions presented in this report are based on our observations made during field investigations and chemical analytical data. The findings of this assessment should be considered as a professional opinion based on our evaluation of selected and limited data.

Our services have been executed in accordance with the generally accepted practices in this area at the time this report was prepared. No warranty or other conditions, express or implied, should be understood.

♦ ♦ ♦

AAC001402

We appreciate the opportunity to be of service to you. Please call if you have questions regarding this report.

Sincerely,

GeoDesign, Inc.

Paul M. Trone, R.G.
Project Geologist

Robert E. Belding, R.G.
Principal Geologist

AAC001403

APPENDIX A

SUBSURFACE EXPLORATIONS

Geoprobe® explorations were completed at the site on April 4, 2003. The explorations were completed using a direct push technology drill rig owned and operated by Geo-Tech Explorations of Tualatin, Oregon. The approximate push probe boring locations are shown on Figure 2.

A GeoDesign field representative observed the explorations and obtained soil samples from all of the push probe borings. The soils encountered in the Geoprobe® borings were visually classified in general accordance with guidance provided in American Society for Testing and Materials D 2488.

SOIL SAMPLING

Soil samples were obtained continuously from the borings using a 5-foot driven tube with a plastic liner. The sampler was driven inside the drill casing and soil samples were removed at the completion of the 5-foot section. A portion of each sample was used for field screening. Another portion of each sample was immediately placed in laboratory prepared glass jars with Teflon-lined lids. The jars were packed full to eliminate headspace in the containers. The soil samples were immediately placed in a cooler with ice and were transferred to the GeoDesign refrigerator pending groundwater analytical results. Chain-of-custody procedures were followed during handling and transport of the samples.

The equipment used for soil sampling was cleaned between each boring location with a detergent wash and a tap water rinse. The GeoDesign representative wore new nitrile gloves during sample collection procedures.

SOIL SAMPLE FIELD SCREENING METHODS

The GeoDesign field representative performed field-screening tests on portions of the soil samples obtained from the borings. Field screening results are used as a field method to identify possible contamination in soil samples and to aid in selection of soil samples for chemical analysis. The field screening methods used included visual examination and headspace vapor screening using a hand-held Mini Rae Model PGM-76IS PID.

Visual screening typically involves inspecting the soil sample for visual indications of petroleum contamination, such as staining. Visual screening is typically more effective when soil samples are heavily contaminated, which generally results in staining.

Headspace vapor screening consists of placing a soil sample in a plastic bag and capturing air in the bag. The bag is then sealed and shaken to expose the atmosphere in the bag to VOCs in the soil. The PID intake probe is then inserted into the bag to measure the concentration of VOCs in the bag headspace.

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GROUNDWATER SAMPLING

Before purging and sampling, groundwater levels in the monitoring wells were measured from a permanent mark on top of the casing to the nearest 0.01 foot using an electronic water level indicator. Before sample collection, all wells were purged of water using low-flow purging techniques with a peristaltic pump, while recording field parameters of pH, temperature, electrical conductivity, and dissolved oxygen. When the field parameters stabilized, groundwater samples were collected using the peristaltic pump and clean, disposable tubing. Groundwater samples from the wells were discharged into laboratory-supplied containers, which were placed in an iced cooler and submitted under chain of custody to the laboratory.

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APPENDIX B

CHEMICAL ANALYTICAL PROGRAM

Chain-of-custody procedures were followed during handling and transport of the soil samples to the analytical laboratory. The laboratory holds the samples in cold storage pending extraction and/or analysis. The analytical results, analytical methods reference and laboratory quality control records are included in this appendix. The analytical results also are summarized in the tables of this report.

REVIEW OF ANALYTICAL DATA

GeoDesign maintains an internal quality assurance (QA) program, consisting of the following field procedures:

Trip Blanks - Trip Blanks are laboratory prepared water samples that are free of contaminants. The blanks are carried through the sample collection process along with the field samples to document that contaminants were not introduced to the samples during sample handling and analysis.

Equipment Rinsate Blanks - Equipment Rinsate Blanks are water samples that are obtained by collecting contaminant-free water as it is being poured over decontaminated field equipment. The blanks are analyzed to ensure that proper decontamination procedures were followed in the field.

Duplicates - Duplicates are obtained by collecting a second set of water samples from one water source. The duplicates are submitted to the laboratory anonymously for analysis. The analytical results are then compared by calculating the relative percent difference between the samples.

In addition, the analytical laboratory maintains an internal QA program, consisting of a combination of the following:

Blanks - Blanks are laboratory prepared water samples that are free of contaminants. The blanks are carried through the analysis procedure along with the field samples to document that contaminants were not introduced to the samples during sample handling and analysis.

Surrogate Recoveries - Surrogates are organic compounds that are similar in nature to the analytes of concern but are not normally found in nature. The surrogates are added to quality control and field samples prior to analysis. The percent recovery of the surrogate is calculated to demonstrate acceptable method performance.

Duplicates - Duplicates are obtained by splitting a sample into two parts. The two separate parts are carried through the analyses. The analytical results are then compared by calculating the relative percent difference between the samples.

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Matrix Spike and Matrix Spike Duplicate (MS/MSD) Recoveries - An MS sample is a sample that has been split into a second portion. The MSD is obtained by further splitting the MS sample. A known concentration of the analyte of interest is added to the MS and MSD samples. The analytical results for both samples are then compared for relative percent difference and percent recovery to demonstrate acceptable method performance.

Blank Spike and Blank Spike Duplicate (BS/BSD) Recoveries - BS and BSD samples are obtained and analyzed in the same procedure as the MS/MSD samples. However, the laboratory blank sample is used to obtain the BS/BSD samples. The percent recovery and relative percent difference of the known concentration of analyte of interest added to the BS/BSD sample is calculated after chemical analyses to demonstrate acceptable method performance.

SUMMARY OF ANALYTICAL DATA REVIEW

GeoDesign reviewed the attached analytical data report for data quality exceptions and deviations from acceptable method performance criteria. Based on our review, the analytical data are acceptable for their intended use.

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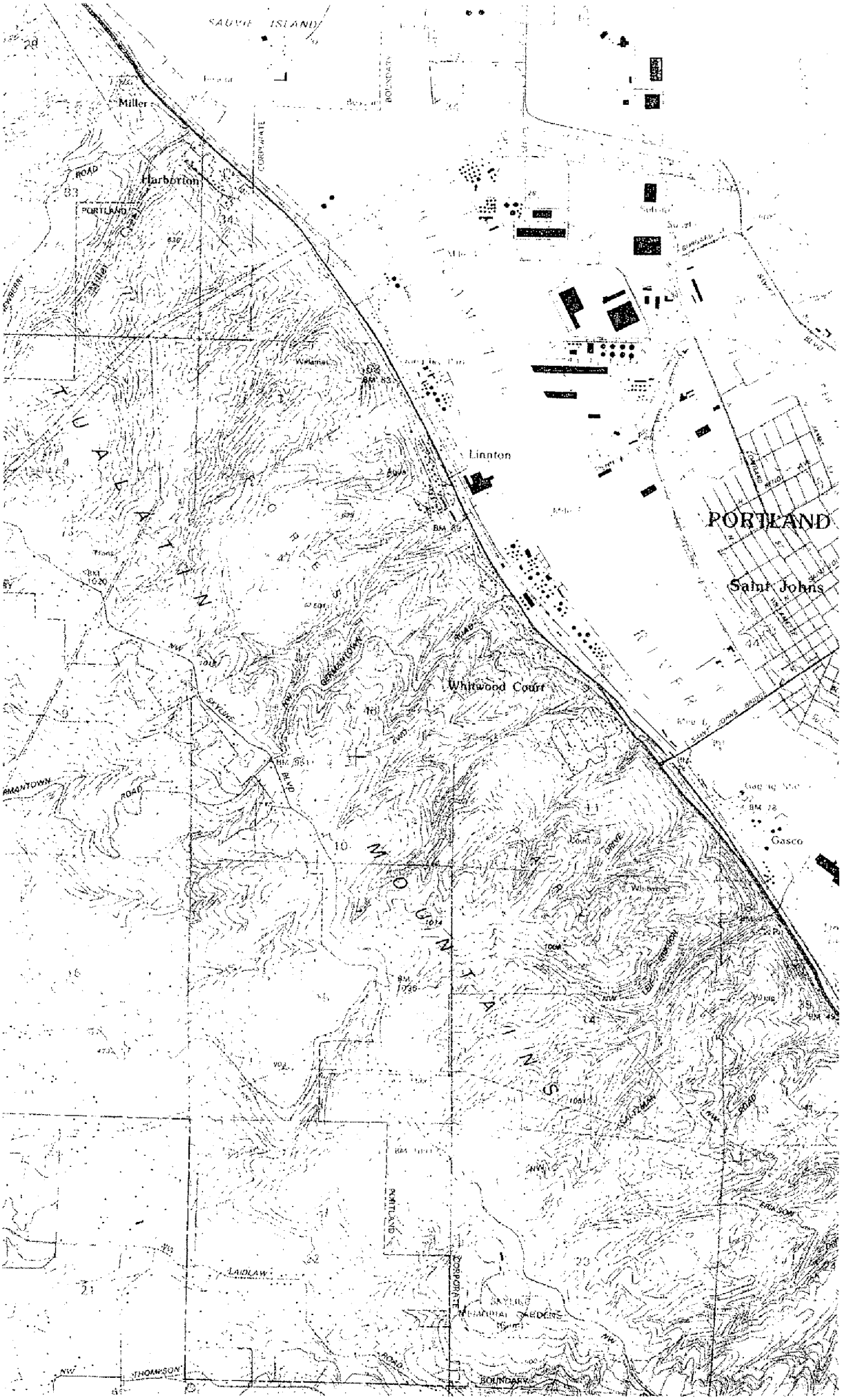
SAUVIE ISLAND
Miller
Harborton
PORTLAND
Linnton
PORTLAND
Saint Johns
Whitwood Court
Gasco
TUALATIN MOUNTAINS
LAIDLAW
THOMPSON
BOUNDARY
CORPORATE
SKYLINE MEMORIAL GARDENS

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MFA Data

AAC001409

MAUL FOSTER ALONGI INC.
ENVIRONMENTAL & ENGINEERING CONSULTANTS
3121 SW Moody Avenue, Suite 200 | Portland, Oregon 97239 | Phone 971.544.2139 | Fax 971.544.2140 | www.MFAinc.org

October 22, 2004
Project 0100.01.01

Mr. Scott Burgess
Advanced American Construction Properties, LLC
415 McLoughlin Blvd.
Oregon City, Oregon 97045

Re: Cost Estimate for Implementation of Source Control Measures, Marine Finance Corporation Property, 8444 N.W. St. Helens Road, Portland, Oregon

Dear Mr. Burgess:

At your request, Maul Foster and Alongi, Inc. (MFA) has prepared a cost estimate for implementation of source control measures at the above-referenced property. Source control measures are outlined in MFA's October 2004 *Source Control Evaluation and Plan.* Implementation of source control measures is the only required action for a Prospective Purchaser Agreement between the Oregon Department of Environmental Quality (DEQ) and Advanced American Construction Properties, LLC. After source control measures are implemented, the DEQ will issue a No Further Action determination and Certificate of Completion for the property.

Source control measures will include limited excavation of soil with concentrations exceeding relevant sediment screening levels. The attached figure shows sample locations. When the site is developed, a stormwater management system will be installed. After the stormwater management system is installed, the DEQ will require quarterly groundwater sampling for one year. Implementation will include pre-excavation soil sampling and analyses, excavation oversight, stockpile management, four quarters of stormwater sampling (after the stormwater system is installed), and reporting. The attached table summarizes estimated costs for these scopes of work (SOWs). The SOWs are discussed below.

Pre-Excavation Soil Sampling, Analyses, and Reporting

To estimate the extent of soil impacts before excavation, soil samples will be collected between 0 feet and 2 feet below ground surface (bgs) around each sample location (see the attached Figure—SS-7, SS-9, SS-12, SS-15 through SS-18, SS-20, and SS-21). The sample locations will be resurveyed and staked. Depth-discrete samples (ground surface, 1 foot bgs, and 2 feet bgs) will be collected at each sample location and within 5 feet, 10

Please call if you have questions.

Sincerely,

Maul Foster & Alongi, Inc.

Anna St. John, R.G.
Principal Hydrogeologist

Attachment: Table
Figure

cc: ✓Ed Trompke, Jordan Schrader, LLP

TABLE

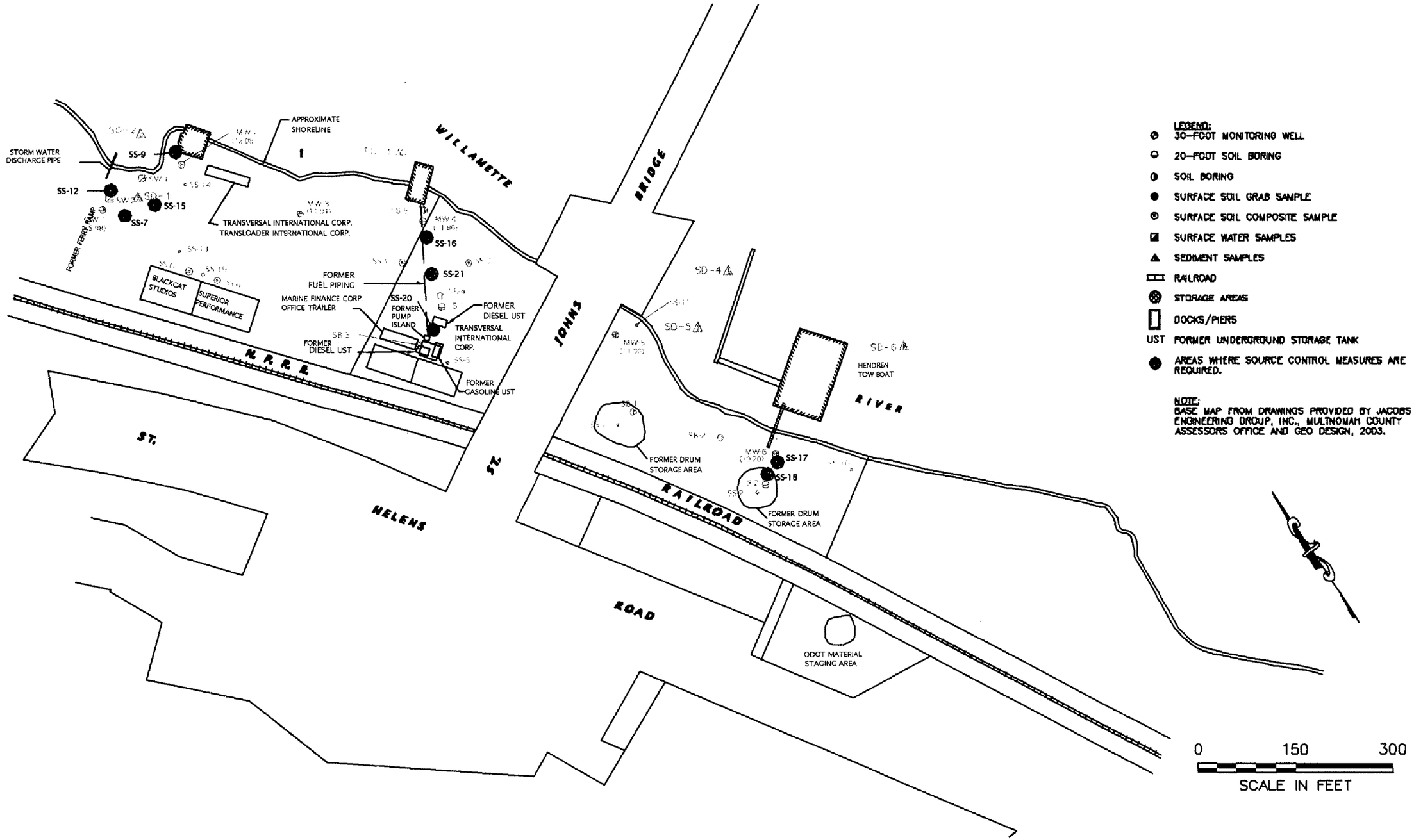
Table 1
Estimated Budget for Implementation of Source Control Measures
Marine Finance Corporation Property
Portland, Oregon

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
Pre-Excavation Soil Sampling, Analyses, and Reporting	200	$14,960	$1,000	$27,000	$42,960
Excavation Oversight, Construction, and Project Closeout Report Preparation	120	$7,000	$500	$24,700	$32,200
Quarterly Stormwater Sampling	32	$2,500	$400	$1,460	$4,360
TOTAL	**352**	**$24,460**	**$1,900**	**$53,160**	**$79,520**

L:\Projects\0100.01 AACP\T_SCM_cost_1004

FIGURE

File: G:\0000\J.01_ADVANCED AMER CONSTRUCTION\01\FIG1_AREA REQUIRING SOURCE CONTROL.DWG Last edited: OCT. 21, 2004 @ 3:36 p.m. by ... Xrefs:
LAYOUT: 1



Vancouver: (360) 694-2691
Portland: (971) 544-2139
MAUL FOSTER ALONGI INC.

DATE 08/09/04
DWN. DLG
APPR. AST
REVIS.
PROJECT NO.
0100.01.01

Figure 1
ADVANCED AMERICAN CONSTRUCTION PROPERTIES
PORTLAND, OREGON
AREAS REQUIRING SOURCE CONTROL MEASURES

Carol Keddy

From: Anna St. john [astjohn@mfainc.org]
Sent: Friday, October 22, 2004 3:50 PM
To: Ed Trompke
Cc: scottb@aadiving.com; Carol Keddy; Anna St. john
Subject: Hendren Sediment Data - Preliminary Evaluation

Hi Ed: I have attached the preliminary sediment results. We are currently generating a sample location map. All of the samples were collected north and south of the current dock structures and inside the U shaped dock structure in less than 20 feet of water. We collected samples from the upper 5 feet of sediment, but only had 2 feet of recovery, likely due to the fine-grained and soft nature of the sediment. The material generally consisted of sandy silt. Based on a preliminary screening of the data against the USEPA Preliminary Remediation Goals (risk-based concentrations) for industrial workers coming into direct contact with soil, the benzo(a)pyrene concentrations exceed the PRGs in all samples, so we would have some difficulty convincing DEQ that we'd like to place it onsite because it would pose a risk to occupational workers and likely construction workers too. Sediment concentrations in SD9 and SD10 also exceed sediment screening levels in the area north of the dock and south of the St Johns bridge suggesting that some form of remediation may be necessary for sediment in that area in the future. I'll have a memorandum for you to review next week. Call me with any questions/comments.

Anna St. John, R.G.
Principal Hydrogeologist
Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Ste. 200
Portland, Oregon 97239

Phone: 971-544-2139 or 800-896-4405 x 2113
Fax: 971-544-2140

Cellular phone: (b) (6)

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-01 **Collection Date:** 9/28/2004 10:18:00 AM
Client Sample ID: SD-7 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	57.0	25.2	A1	mg/Kg-dry	1	10/5/2004
Lube Oil	165	84.0	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	102	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	ND	4.20		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	99.4	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	86.7	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Acenaphthylene	66.7	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Anthracene	113	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benz(a)anthracene	493	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(a)pyrene	734	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(b)fluoranthene	693	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(g,h,i)perylene	469	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Benzo(k)fluoranthene	219	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Chrysene	453	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Dibenz(a,h)anthracene	99.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Fluoranthene	973	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Fluorene	81.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Indeno(1,2,3-cd)pyrene	380	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Naphthalene	89.3	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Phenanthrene	491	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Pyrene	1000	6.67		µg/Kg	1	10/5/2004 6:17:00 PM
Surr: 2-Fluorobiphenyl	35.5	42.6-128	S	%REC	1	10/5/2004 6:17:00 PM
Surr: Nitrobenzene-d5	47.3	21.7-155		%REC	1	10/5/2004 6:17:00 PM
Surr: p-Terphenyl-d14	81.9	44.9-155		%REC	1	10/5/2004 6:17:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	55.7			%-wt	1	10/11/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	7.54	1.00		%-wt	1	10/11/2004
Volatile Solids (% of Total Sample)	4.20	1.00		%-wt	1	10/11/2004

AAC001417

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-02 **Collection Date:** 9/28/2004 10:52:00 AM
Client Sample ID: SD-8 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	ND	27.3		mg/Kg-dry	1	10/5/2004
Lube Oil	114	91.1	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	75.4	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	ND	4.55		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	105	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	32.7	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Acenaphthylene	31.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Anthracene	43.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benz(a)anthracene	222	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(a)pyrene	337	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(b)fluoranthene	347	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(g,h,i)perylene	203	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Benzo(k)fluoranthene	111	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Chrysene	199	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Dibenz(a,h)anthracene	46.0	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Fluoranthene	445	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Fluorene	26.0	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Indeno(1,2,3-cd)pyrene	167	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Naphthalene	29.3	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Phenanthrene	167	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Pyrene	457	6.67		µg/Kg	1	10/5/2004 7:50:00 PM
Surr: 2-Fluorobiphenyl	28.6	42.6-128	S	%REC	1	10/5/2004 7:50:00 PM
Surr: Nitrobenzene-d5	49.4	21.7-155		%REC	1	10/5/2004 7:50:00 PM
Surr: p-Terphenyl-d14	68.3	44.9-155		%REC	1	10/5/2004 7:50:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	54.6			%-wt	1	10/11/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.44	1.00		%-wt	1	10/11/2004
Volatile Solids (% of Total Sample)	3.51	1.00		%-wt	1	10/11/2004

AAC001418

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-03 **Collection Date:** 9/28/2004 11:10:00 AM
Client Sample ID: SD-9 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	171	25.0	A1	mg/Kg-dry	1	10/5/2004
Lube Oil	296	83.2	A2	mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	86.1	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	39.8	4.16		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	113	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	963	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Acenaphthylene	179	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Anthracene	975	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Benz(a)anthracene	2480	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(a)pyrene	3960	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(b)fluoranthene	3520	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(g,h,i)perylene	2830	133		µg/Kg	20	10/5/2004 8:21:00 PM
Benzo(k)fluoranthene	819	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Chrysene	2450	133		µg/Kg	20	10/5/2004 8:21:00 PM
Dibenz(a,h)anthracene	394	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Fluoranthene	8490	133		µg/Kg	20	10/5/2004 8:21:00 PM
Fluorene	800	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Indeno(1,2,3-cd)pyrene	2090	133		µg/Kg	20	10/5/2004 8:21:00 PM
Naphthalene	595	6.67		µg/Kg	1	10/5/2004 3:10:00 PM
Phenanthrene	8110	133		µg/Kg	20	10/5/2004 8:21:00 PM
Pyrene	9490	133		µg/Kg	20	10/5/2004 8:21:00 PM
Surr: 2-Fluorobiphenyl	69.3	42.6-128		%REC	1	10/5/2004 3:10:00 PM
Surr: Nitrobenzene-d5	73.9	21.7-155		%REC	1	10/5/2004 3:10:00 PM
Surr: p-Terphenyl-d14	107	44.9-155		%REC	1	10/5/2004 3:10:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	62.6	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.82	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	4.27	1.00		%-wt	1	10/7/2004

AAC001419

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-04 **Collection Date:** 9/28/2004 12:24:00 PM
Client Sample ID: SD-10 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	335	23.6		mg/Kg-dry	1	10/5/2004
Lube Oil	389	78.7		mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	96.4	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	65.3	3.94		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	111	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	2880	133		µg/Kg	20	10/5/2004 8:52:00 PM
Acenaphthylene	323	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Anthracene	6840	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benz(a)anthracene	6250	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(a)pyrene	9270	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(b)fluoranthene	7430	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(g,h,i)perylene	6210	133		µg/Kg	20	10/5/2004 8:52:00 PM
Benzo(k)fluoranthene	2230	133		µg/Kg	20	10/5/2004 8:52:00 PM
Chrysene	4960	133		µg/Kg	20	10/5/2004 8:52:00 PM
Dibenz(a,h)anthracene	729	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Fluoranthene	21000	133		µg/Kg	20	10/5/2004 8:52:00 PM
Fluorene	3130	133		µg/Kg	20	10/5/2004 8:52:00 PM
Indeno(1,2,3-cd)pyrene	4320	133		µg/Kg	20	10/5/2004 8:52:00 PM
Naphthalene	530	6.67		µg/Kg	1	10/5/2004 3:41:00 PM
Phenanthrene	22200	133		µg/Kg	20	10/5/2004 8:52:00 PM
Pyrene	26500	133		µg/Kg	20	10/5/2004 8:52:00 PM
Surr: 2-Fluorobiphenyl	67.9	42.6-128		%REC	1	10/5/2004 3:41:00 PM
Surr: Nitrobenzene-d5	69.7	21.7-155		%REC	1	10/5/2004 3:41:00 PM
Surr: p-Terphenyl-d14	119	44.9-155		%REC	1	10/5/2004 3:41:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	54.9	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	10.7	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	5.88	1.00		%-wt	1	10/7/2004

AAC001420

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-05 **Collection Date:** 9/28/2004 12:46:00 PM
Client Sample ID: SD-11 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	128	24.5		mg/Kg-dry	1	10/5/2004
Lube Oil	257	81.8		mg/Kg-dry	1	10/5/2004
Surr: o-Terphenyl	105	50-150		%REC	1	10/5/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	29.9	4.09		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	107	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	421	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Acenaphthylene	105	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Anthracene	228	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benz(a)anthracene	679	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(a)pyrene	1290	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(b)fluoranthene	1070	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(g,h,i)perylene	1080	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Benzo(k)fluoranthene	333	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Chrysene	651	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Dibenz(a,h)anthracene	127	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Fluoranthene	2600	133		µg/Kg	20	10/5/2004 9:24:00 PM
Fluorene	317	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Indeno(1,2,3-cd)pyrene	747	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Naphthalene	342	6.67		µg/Kg	1	10/5/2004 4:12:00 PM
Phenanthrene	2150	133		µg/Kg	20	10/5/2004 9:24:00 PM
Pyrene	3030	133		µg/Kg	20	10/5/2004 9:24:00 PM
Surr: 2-Fluorobiphenyl	58.9	42.6-128		%REC	1	10/5/2004 4:12:00 PM
Surr: Nitrobenzene-d5	61.6	21.7-155		%REC	1	10/5/2004 4:12:00 PM
Surr: p-Terphenyl-d14	88.9	44.9-155		%REC	1	10/5/2004 4:12:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	61.4	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	6.25	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	3.84	1.00		%-wt	1	10/7/2004

AAC001421

Specialty Analytical

Date:

CLIENT: Maul, Foster & Alongi **Lab Order:** 0409129
Project: Hendren Sediment Sampling / 0100.01.01

Lab ID: 0409129-06 **Collection Date:** 9/28/2004 1:01:00 PM
Client Sample ID: SD-12 **Matrix:** SEDIMENT

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
NWTPH-DX		**NWTPH-DX**				Analyst: **tlf**
Diesel	ND	25.6		mg/Kg-dry	1	10/11/2004
Lube Oil	ND	85.3		mg/Kg-dry	1	10/11/2004
Surr: o-Terphenyl	65.7	50-150		%REC	1	10/11/2004
NWTPH-GX		**NWTPH-GX**				Analyst: **tlf**
Gasoline	7.94	4.27		mg/Kg-dry	1	10/4/2004
Surr: 4-Bromofluorobenzene	98.9	50-150		%REC	1	10/4/2004
PAH'S BY GC/MS-OARSIM		**8270SIM**				Analyst: **bda**
Acenaphthene	42.7	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Acenaphthylene	26.7	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Anthracene	48.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benz(a)anthracene	278	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(a)pyrene	343	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(b)fluoranthene	489	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(g,h,i)perylene	254	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Benzo(k)fluoranthene	159	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Chrysene	290	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Dibenz(a,h)anthracene	74.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Fluoranthene	553	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Fluorene	32.0	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Indeno(1,2,3-cd)pyrene	219	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Naphthalene	45.3	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Phenanthrene	231	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Pyrene	519	6.67		µg/Kg	1	10/5/2004 4:43:00 PM
Surr: 2-Fluorobiphenyl	59.7	42.6-128		%REC	1	10/5/2004 4:43:00 PM
Surr: Nitrobenzene-d5	57.9	21.7-155		%REC	1	10/5/2004 4:43:00 PM
Surr: p-Terphenyl-d14	92.8	44.9-155		%REC	1	10/5/2004 4:43:00 PM
PARTICAL SIZE DISTRIBUTION		**D422**				Analyst: **sub**
Partical Size	See Sub Report				1	10/4/2004
TOTAL SOLIDS		**A2216**				Analyst: **are**
Total Solids	58.3	1.00		%-wt	1	10/7/2004
VOLATILE SOLIDS IN SOLIDS		**VSS**				Analyst: **are**
Volatile Solids	5.90	1.00		%-wt	1	10/7/2004
Volatile Solids (% of Total Sample)	3.44	1.00		%-wt	1	10/7/2004

AAC001422

Carlson Testing, Inc.

Tigard, Oregon 97281
Phone (503) 684-3460
FAX (503) 684-0852

Salem, OR 97301
Phone (503) 589-1252
FAX (503) 589-1309

Bend, OR 97702
Phone (541) 330-9155
FAX (541) 330-9163

October 8, 2004
T04047IC.CTI

Specialty Analytical
19761 SW 95th Place
Tualatin, OR 97062

Re: Specialty Analytical – 2004 Miscellaneous
Percent Passing #200 Sieve Testing

Gentlemen:

As requested, Carlson Testing, Inc. has completed percent passing #200 sieve testing on a sample of native sandy/silty material sampled by your representative on October 1, 2004. Testing was completed on October 4, 2004. Following are the test results:

AASHTO T11: Percent Passing #200 Sieve						
Sample ID	Wet Weight (g)	Dry Weight (g)	% Moisture	Dry Weight Prior to Wash	Dry Weight (g) After Wash	% Passing #200 Sieve
SD #12	246.6	139.6	76.9	139.6	43.2	69.1
SD #11	302.7	174.4	73.6	174.4	62.2	64.3
SD #10	314.7	184.3	70.8	184.3	76.7	58.4
SD #9	302.3	175.2	72.5	175.2	66.2	62.2
SD #8	337.3	169.4	99.1	169.4	48.6	71.3
SD #7	240.4	132.2	81.8	132.2	45.5	65.7

Our reports pertain to material tested/inspected only. Information contained herein is not to reproduced except in full without prior authorization from this office.

If there are any further questions regarding this matter, please do not hesitate to contact this office.

Respectfully submitted,

CARLSON TESTING, INC.

Ty Toller
Assistant Laboratory Manager

dk

[redacted]

Maul Foster & Alongi, Inc.

3121 SW Moody Avenue, Suite 200, Portland, Oregon 97239 • (971) 544-2139 • Fax (971) 544-2140

TRANSMITTAL

Project/Task No.: 0100.01.01

TO: Mr. Ed Trompke
Jordan & Schrader
2 Center Point Drive, 6th Floor
Portland, OR 97281

DATE: August 2, 2004

RE: Sediment Data, Marine Finance Corporation Property, Portland, Oregon

WE ARE SENDING:

	DESCRIPTION
1	Data Package

For Your:		Sent By:	
****	USE		REGULAR MAIL
	APPROVAL		FEDERAL EXPRESS
	REVIEW/COMMENTS		UPS
	INFORMATION	***	COURIER
	OTHER		OTHER

COMMENTS: Call me if you have any questions.

CC: File

BY: Anna St. John

Print 3 copies: ORIGINAL - Recipient COPY - MFA File COPY - Originator

RECEIVED

AUG 0 2 2004

JORDAN SCHRADER
ATTORNEYS AT LAW
HAND DELIVERED
TIME 12:49 KBA

PM
2352

Prepared for: State of Oregon Department of Environmental Quality

Expanded Preliminary Assessment Data Report

Marine Finance Site
Portland, Oregon

FINAL

October 2000

ODEQ Task Order No. 90-97-15
Jacobs Project No. 05-V822-00

Prepared by:

JACOBS ENGINEERING
Engineers and Constructors
1527 Cole Blvd., Bldg. 2
Golden, CO 80401
(303) 462-7000

90-97-2d

AAC001426

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APPENDICES

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AAC001427

Table 4-9
Total Petroleum Hydrocarbon Hits - Sediments
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D
Units	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry
Gasoline Range Organics	NA	NA	NA	NA	NA
Diesel Range Organics	92		99	210	570
Residual Range Organics	640			410	730

Location	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry
Gasoline Range Organics	NA	NA	NA	NA
Diesel Range Organics	720	2,800		
Residual Range Organics	840	2,300		

NA - Not applicable/not analyzed
mg/kg - milligrams per kilogram
A blank indicates that the analysis was performed but no results were above the reporting limit.
A complete data set is included in Appendix D.

Table 4-10
Semi-Volatile Organic Compound Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S
Units	µg/kg	µg/kg	µg/kg	µg/kg
N-Nitrosodiethylamine				
Aniline				
bis(2-Chloroethyl)ether				
Phenol	6 J		7 J	
2-Chlorophenol				
1,3-Dichlorobenzene				
1,4-Dichlorobenzene				
1,2-Dichlorobenzene				
Benzyl Alcohol				
bis(2-Chloroisoproyl)ether				
2-Methylphenol				
Hexachloroethane				
N-Nitroso-di-n-propylamine		3 J		
3- and 4-Methylphenol				
Nitrobenzene				
Isophorone				
2-Nitrophenol				
2,4-Dimethylphenol				
bis(2-chloroethoxy)methane				
2,4-Dichlorophenol				
Benzoic Acid	50 J	80 J	50 J	
1,2,4-Trichlorobenzene				
Naphthalene	4 J	29 J	18 J	28 J
4-Chloroaniline				
Hexachlorobutadiene				
4-Chloro-3-methylphenol				
2-Methylnaphthalene	2 J	8 J	11.0	6.9
Hexachlorocyclopentdiene				
2,4,6-Trichlorophenol				
2,4,5-Trichlorophenol				
2-Chloronaphthalene				
2-Nitroaniline				
Acenaphthylene	6 J	40 J	33 J	56 J
Dimethylphthalate	1 J	1 J		
2,6-Dinitrotoluene				
Acenaphthene	29	50	94	40

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Table 4-10
Semi-Volatile Organic Compound Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S
Units	µg/kg	µg/kg	µg/kg	µg/kg
3-Nitroanlline				
2,4-Dinitrophenol				
Dibenzofuran	7 J	23	25	14
4-Nitrophenol				
2,4-Dinitrotoluene				
Fluorene	16	46	55	61
4-Chlorophenylphenyl ether				
Diethylphthalate	3 J	4 J	3 J	2.4
4-Nitroaniline				
2-Methyl-4,6-Dinitrophenol				
N-Nitrosodiphenylamine				
4-Bromophenylphenyl ether				
Hexachlorobenzene				
Pentachlorophenol				
Phenanthrene	130 J	120 J	180 J	2,000
Anthrecene	29 J	38 J	53 J	56 J
Di-n-butylphthalate				
Fluoranthene	230 J	180 J	250 J	4,100
Pyrene	220 J	200 J	260 J	4,100
Butylbenzylphthalate		6 J	3 J	
3,3'-Dichlorobenzidine				
Benzo(a)anthracene	120	93	110	2,100
Chrysene	140	120	130	2,300
bis(2-Ethylhexyl)phthalate	50 J	90 J	270	20 J
Di-n-octylphthalate				
Benzo(b)fluoranthene	170 J	110 J	120 J	2,200
Benzo(k)fluoranthene	55	38	41	42
Benzo(a)pyrene	120	100	110	2,000
Indeno(1,2,3-cd)pyrene	58	63	100	1,600
Dibenzo(a,h)anthracene	10 J	10 J	20 J	19
Benzo(g,h,i)perylene	44	56	99	1,700
LPAH	187 J	293 J	391 J	2,192 J
HPAH	1,196 J	1,008 J	1,293 J	20,217 J

AAC001430

Table 4-10
Semi-Volatile Organic Compound Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg
N-Nitrosodiethylamine					
Aniline					
bis(2-Chloroethyl)ether					
Phenol				6 J	
2-Chlorophenol					
1,3-Dichlorobenzene					
1,4-Dichlorobenzene					
1,2-Dichlorobenzene					
Benzyl Alcohol					
bis(2-Chloroisoproyl)ether					
2-Methylphenol					
Hexachloroethane					
N-Nitroso-di-n-propylamine					
3- and 4-Methylphenol					
Nitrobenzene					
Isophorone					
2-Nitrophenol					
2,4-Dimethylphenol					
bis(2-chloroethoxy)methane					
2,4-Dichlorophenol					
Benzoic Acid				80 J	
1,2,4-Trichlorobenzene					
Naphthalene	20 J	300 J	940 J	19 J	3 J
4-Chloroaniline					
Hexachlorobutadiene					
4-Chloro-3-methylphenol					
2-Methylnaphthalene	3.4	100 J	750	10 J	
Hexachlorocyclopentdiene					
2,4,6-Trichlorophenol					
2,4,5-Trichlorophenol					
2-Chloronaphthalene					
2-Nitroaniline					
Acenaphthylene	54 J	100 J	450 J	42 J	2 J
Dimethylphthalate					
2,6-Dinitrotoluene					
Acenaphthene	54	1,600	14,000	83	

Table 4-10
Semi-Volatile Organic Compound Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	µg/kg	µg/kg	µg/kg	µg/kg	µg/kg
3-Nitroaniline					
2,4-Dinitrophenol					
Dibenzofuran	4.3	200 J	1,200	6 J	
4-Nitrophenol			500 J		
2,4-Dinitrotoluene					
Fluorene	74	1,700	13,000	35	2 J
4-Chlorophenylphenyl ether					
Diethylphthalate				2 J	
4-Nitroaniline					
2-Methyl-4,6-Dinitrophenol					
N-Nitrosodiphenylamine					
4-Bromophenylphenyl ether					
Hexachlorobenzene					
Pentachlorophenol					
Phenanthrene	2,300	16,000	99,000	150 J	16 J
Anthracene	33 J	890	20,000	46 J	3 J
Di-n-butylphthalate					
Fluoranthene	4,100	18,000	82,000	210 J	360 J
Pyrene	3,900	24,000	110,000	240 J	450 J
Butylbenzylphthalate			100 J	4 J	
3,3'-Dichlorobenzidine					
Benzo(a)anthracene	1,700	6,500	22,000	100	110
Chrysene	2,100	7,800	27,000	130	140
bis(2-Ethylhexyl)phthalate	5 J	200 J	200 J	90 J	
Di-n-octylphthalate					
Benzo(b)fluoranthene	1,900	6,900	20,000	130 J	130 J
Benzo(k)fluoranthene	41	2,500	6,400	44	60 J
Benzo(a)pyrene	1,600	7,400	24,000	130	130
Indeno(1,2,3-cd)pyrene	68	6,100	17,000	100	100 J
Dibenzo(a,h)anthracene	12	500 J	1,500	20 J	6 J
Benzo(g,h,i)perylene	59	6,200	20,000	110	200 J
LPAH	2,505 J	19,800 J	128,140 J	339 J	23 J
HPAH	15,513 J	86,790 J	349,900	1,260 J	1,689 J

A blank indicates that the analysis was performed but no results were above the reporting limit.

ug/kg - micrograms per kilogram

J - Analyte positively identified; value reported is greater than method detection limit, but below method reporting limit.

LPAH (low molecular weight polynuclear aromatic hydrocarbon) includes acenaphthene, acenaphthylene, fluorene, 2-methylnaphthalene, naphthalene, and phenanthrene.

HPAH (high molecular weight polynuclear aromatic hydrocarbons) includes anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, fluoranthene, indeno(1,2,3-c,d)pyrene, and pyrene.
A complete data set is included in Appendix D.

AAC001432

Table 4-11
Metal Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry	mg/kg-dry
Antimony	0.17	0.17	1.87	0.65	0.19	0.62	0.56	0.14	0.16
Arsenic	3.4	4.3	11.1	4.9	3.8	5.8	3.6	4.6	3.7
Beryllium	0.33	0.49	0.53	0.49	0.43	0.59	0.41	0.55	0.45
Cadmium	0.35	0.23	0.26	0.32	0.17	0.30	0.43	0.21	0.15
Chromium	43.4	27.3	27.7	25.8	24.3	33.1	23.1	27.1	22.9
Copper	104	34.6	98.5	38.5	26.3	42.4	36.5	36.2	29.4
Lead	33.7	13.6	28.0	27.8	10.9	232	46.0	14.3	15.1
Mercury	0.02	0.06	0.09	0.07	0.07	0.11	0.18	0.08	0.14
Nickel	13.1	22.0	23.2	27.5	22.8	26.8	25.1	21.7	20.5
Selenium									
Silver	0.08	0.30	0.35	0.35	0.22	0.35	0.49	0.32	0.25
Thallium	0.11	0.14	0.09	0.10	0.09	0.14	0.07	0.10	0.06
Zinc	196	87.8	273	120	78.8	142	121	99.3	65.1

B = Element was positively identified and quantitated above the instrument reporting limit, but less than the required reporting limit.
mg/kg - milligrams per kilogram
NA - Not analyzed for using ultra-trace ICP/MS analytical method.
A blank indicates that the analysis was performed but no results were above the reporting limit.
A complete data set is included in Appendix D.

AAC001433

Table 4-12

Tri-butyltin Hits - Sediment

Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry
Tetra-n-butyltin			1 J	1 J		0.5 J			
Tri-n-butyltin Cation	0.7 J	16	130	67	1 J	47		28	
Di-n-butyltin Cation	0.8 J	3	8	17	1	7	1	5	
n-butyltin Cation		2	3	6	0.6 J	3		2	
Total Butyltins	1.5 J	21	142 J	91 J	2.6 J	57.5 J	1	35	

J - Analyte positively identified; value reported is greater than method detection limit, but below method reporting limit.
µg/kg - micrograms per kilogram
A blank indicates that the analysis was performed but no results were above the reporting limit.
Tri-n-butyltin, di-n-butyltin, and n-butyltin exist as cations in solution upon extraction from the soil.
Total buyltin is the sum of concentrations for tetra-n-butyltin and the tri-, di-, and mono- n-butyltin cations.
A complete data set is included in Appendix D.

AAC001434

Table 4-13
Polychlorinated Biphenyl Hits - Sediment
Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-3	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry	µg/kg-dry
Aroclor 1016								
Aroclor 1221								
Aroclor 1232								
Aroclor 1242								
Aroclor 1248								
Aroclor 1254								
Aroclor 1260		12	13	10	19	76	8 J	

J = Analyte was positively identified and quantitated above the method detection limit, but less than the required reporting limit.
µg/kg - micrograms per kilogram
A blank indicates that the analysis was performed but no results were above the reporting limit.
A complete data set is included in Appendix D.

AAC001435

Table 4-14

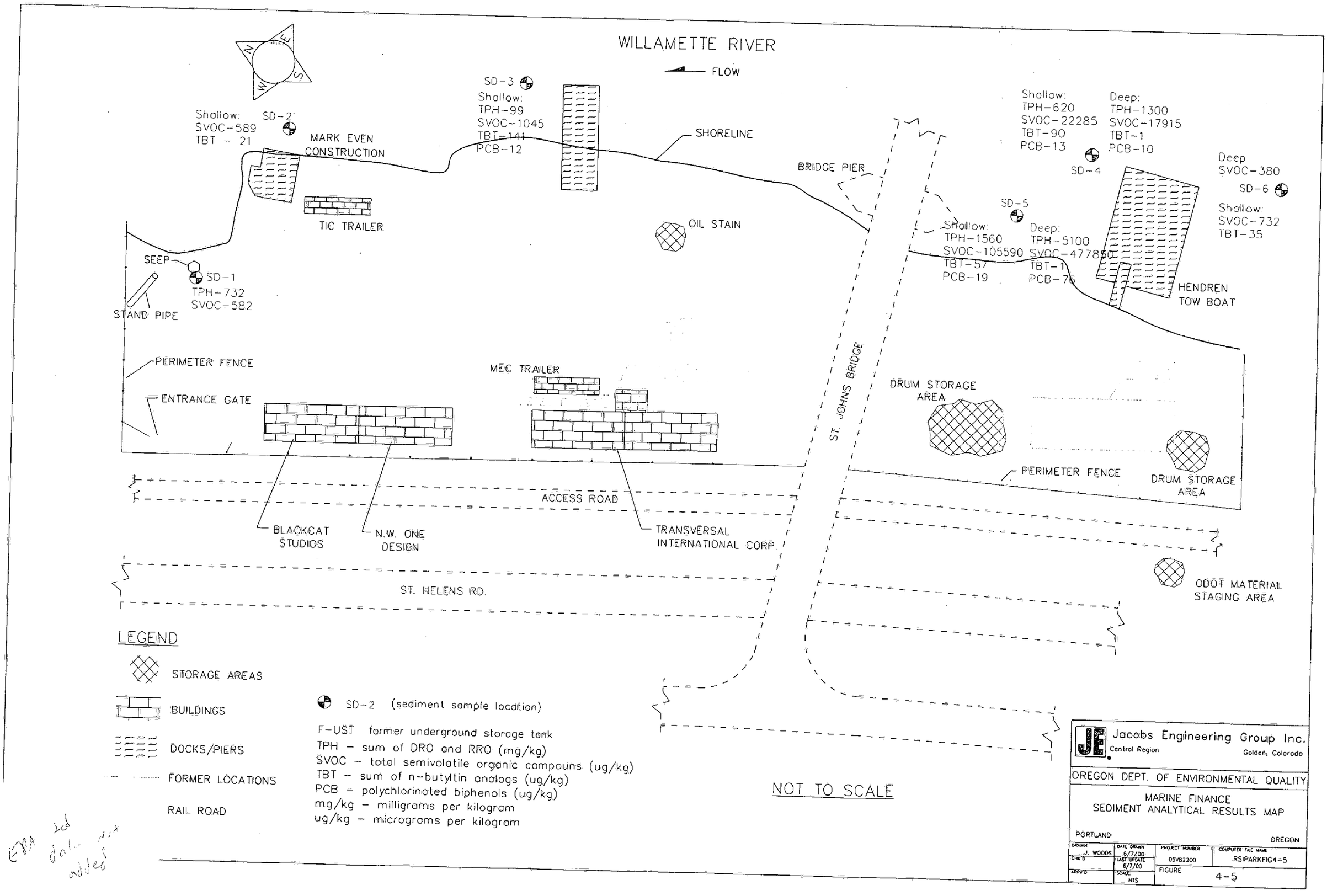
Total Organic Carbon - Sediment

Marine Finance Site - Expanded Preliminary Assessment, ODEQ

Location	SD-1	SD-2S	SD-3S	SD-4S	SD-4D	SD-5S	SD-5D	SD-6S	SD-6D
Units	percent	percent	percent	percent	percent	percent	percent	percent	percent
Total Organic Carbon	1.5	2.31	2.49	1.51	0.92	2.35	4.37	2.79	1.34

A complete data set is included in Appendix D.

AAC001436


WILLAMETTE RIVER
FLOW
N
E
S
W
SD-3
Shallow:
TPH-99
SVOC-1045
TBT-141
PCB-12
Shallow:
SVOC-589
TBT - 21
SD-2
MARK EVEN CONSTRUCTION
SHORELINE
BRIDGE PIER
Shallow:
TPH-620
SVOC-22285
TBT-90
PCB-13
Deep:
TPH-1300
SVOC-17915
TBT-1
PCB-10
SD-4
Deep
SVOC-380
SD-6
Shallow:
SVOC-732
TBT-35
SD-5
Shallow:
TPH-1560
SVOC-105590
TBT-57
PCB-19
Deep:
TPH-5100
SVOC-477850
TBT-1
PCB-76
HENDREN TOW BOAT
TIC TRAILER
OIL STAIN
SEEP
SD-1
TPH-732
SVOC-582
STAND PIPE
PERIMETER FENCE
ENTRANCE GATE
MEC TRAILER
ST. JOHNS BRIDGE
DRUM STORAGE AREA
PERIMETER FENCE
DRUM STORAGE AREA
ACCESS ROAD
BLACKCAT STUDIOS
N.W. ONE DESIGN
TRANSVERSAL INTERNATIONAL CORP.
ST. HELENS RD.
ODOT MATERIAL STAGING AREA
LEGEND
STORAGE AREAS
BUILDINGS
DOCKS/PIERS
FORMER LOCATIONS
RAIL ROAD
SD-2 (sediment sample location)
F-UST former underground storage tank
TPH - sum of DRO and RRO (mg/kg)
SVOC - total semivolatile organic compounds (ug/kg)
TBT - sum of n-butyltin analogs (ug/kg)
PCB - polychlorinated biphenols (ug/kg)
mg/kg - milligrams per kilogram
ug/kg - micrograms per kilogram
NOT TO SCALE
Jacobs Engineering Group Inc.
Central Region
Golden, Colorado
OREGON DEPT. OF ENVIRONMENTAL QUALITY
MARINE FINANCE
SEDIMENT ANALYTICAL RESULTS MAP
PORTLAND
OREGON
DRAWN J. WOODS
DATE DRAWN 6/7/00
CHK'D
LAST UPDATE 6/7/00
APP'D
SCALE NTS
PROJECT NUMBER 05V82200
COMPUTER FILE NAME RSIPARKFIG4-5
FIGURE 4-5

AAC001437

environmental

Carol Keddy

From: Anna St. john [astjohn@mfainc.org]
Sent: Tuesday, August 03, 2004 9:54 AM
To: deeb@aadiving.com; scottb@aadiving.com
Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader)); Anna St. john
Subject: DEQ Meeting Summary, Marine Finance Corp. Property

Good Morning –

This email summarizes our meeting with Mark Pugh and Charlie Landman of the DEQ. We discussed the need to focus the SOW for the PPA. DEQ agrees. We proposed submitting the Technical Memorandum (item B.1 of the PPA), conducting additional investigation (item B.2 of the PPA), preparing the human health and ecological screenings (item B.3 of the PPA), and the source control evaluation (item B.4 of the PPA) outside of the PPA. Mark Pugh noted that after receipt of all of this information, a more focused SOW for the PPA could be negotiated and likely would include only source control measures. We distributed a memo outlining the elements of the Tech Memo for Mark's approval (see attached). The timeframe for submittal of the Tech Memo is by next Friday, August 13. Additional investigation would occur in Late August – early Sept. A memo summarizing the updated human and eco screening (based on the additional data) and the source control screening would be submitted by mid-late Sept. Concurrently, we would be drafting and negotiating the SOW of work for the PPA. Dee's and Scott's goal is to have a final PPA by October 15 to meet the closing date of November 1.

We discussed other issues that could impact the site. These issues included current site activities (lease of site by Long Painting and possible petroleum-impacted soil near Olympic Pipeline reported by ODOT), ownership of submerged lands (DSL or Marine Finance), the Lower Willamette Group's draft conceptual site model summary (concern about sediment concentrations near Hendron's operations and possible need for source control measures), and DEQ's possible long-term oversight. Dee noted that we will send a letter to Marine Finance re: Long Painting and request the "baseline" sample data that they were supposed to collect before initiating onsite operations. Mark Pugh noted that these data may limit the number of possible, additional surface soil samples, depending on their location. Mark also noted that ODOT apparently observed some petroleum-impacted soil near the Olympic Pipeline. If this material was disturbed, he noted that it would have to be handled consistent with a Soil Management Plan. Dee also noted that AADC was doing a title search re: ownership of submerged lands. Apparently, the Mar Com Marine property has a similar ownership claim to submerged lands and Mark suggested that we contact Steve Purchase (sic) or Cy Young at DSL regarding the status of those negotiations. Mark mentioned the LWG's draft CSM and noted that he could not share that with us yet (because it was draft), but would ensure that the CSM summary was consistent with DEQ's position about the site. The current draft is not consistent with DEQ's position about the site. Scott asked if DEQ would have long-term interests in the site after the SOW of the PPA was implemented. Mark noted that, depending on the measures implemented as part of the PPA, some measures (e.g., a cap,) may require inspections. Scott also asked if Mark could facilitate AADC's negotiations with other DEQ departments (e.g., issuance of 1200C permit for future grading). Mark said he could expedite the process. Scott asked if DEQ saw any constraints related to fill placement on the site. Mark said that he saw no limitations regarding clean fill placement, but that if impacted soil was encountered during redevelopment, a soil management plan would be required that would specify handling and placement options for the material (the SMP also likely would be a requirement of the PPA).

The project team's To Do List includes the following items:

1) ASJ: Provide a letter summarizing the DEQ meeting and outlining our recommended approach for Dee and Scott to submit to DEQ ASAP.
2) MFA: Complete Tech Memo and submit to Project Team for review and DEQ submittal by August 13.
3) Dee/Scott: Contact Marine Finance re: baseline data for Long's Painting. Obtain data before additional investigation is performed to assist with scoping.
4) Dee/Scott: Review contract to determine if site access is granted for additional investigation. If not, prepare an access agreement. ASJ can provide an example, if necessary.
5) DEQ: Approve proposed elements to be included in Tech Memo.
6) MFA: Assist with preparation of 1200C application.

Please call/email questions.

Anna St. John, R.G.
Principal Hydrogeologist
Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Ste. 200
Portland, Oregon 97239

Phone: 971-544-2139 or 800-896-4405 x 2113
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MEMORANDUM

TO: Mark Pugh and Charlie Landman; Oregon Department of Environmental Quality DATE: August 3, 2004

FROM: Anna St. John, R.G. and Jeff Peterson, PhD PROJECT: 0100.01.01

RE: Proposed Elements for Technical Memorandum, Marine Finance Property, Portland, Oregon

On behalf of Advanced American Diving and Construction, Maul Foster and Alongi, Inc. has prepared the following scope of work for a Technical Memorandum (Memorandum) summarizing historical investigations at the Marine Finance property located at 8444 N.W. St. Helens Road, Portland, Oregon. Advanced American Diving and Construction is currently negotiating a Prospective Purchaser's Agreement (PPA) for the property with the Oregon Department of Environmental Quality (DEQ). To focus the scope of work for the PPA, MFA recommends the submittal of a Memorandum to the DEQ for review; the memorandum will provide recommendations for additional work (if deemed necessary) to focus the scope of work for the PPA.

SITE BACKGROUND

Historically, a number of businesses that may have handled hazardous substances have operated at the site. Since October 2000, two investigations have been performed to characterize the nature and extent of chemical impacts to soil, groundwater, and sediment of the Willamette River adjacent to the site. The general findings of the upland portions of these investigations are briefly discussed below.

In August 2000, Jacobs Engineering (Jacobs), a contractor for the Oregon Department of Environmental Quality (DEQ), began an investigation that included collecting six groundwater samples, five Willamette River sediment samples, and 13 soil samples. Samples were collected at locations where contaminants may have been released based on information regarding historic site operations. Soil, groundwater, and surface water samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and organotins.

Jacobs reported that TPH was observed in surface soil at most sample locations. In general, concentrations of TPH are below likely applicable DEQ risk-based concentrations (RBCs). Concentrations of several metals appear to be elevated above natural background levels in several surface soil sampling locations. The concentrations of most metals are below Region 9 Preliminary Remediation Goals (PRGs) for the likely complete exposure pathways. However, concentrations of arsenic, chromium, and benzo(a)pyrene were observed in at least one soil sample at a concentration greater than a potentially relevant PRG. No VOCs were reported in soil samples, but tributyltin (TBT) was observed in soil at several locations.

The following chemicals were reported at concentrations above their Region 9 tapwater PRG in at least one groundwater grab sample: chloroform, benzo(a)pyrene, chrysene, indeno(1,2,3-

AAC001440

cd)pyrene, antimony, arsenic, iron, lead, and manganese. Jacobs also reported that concentrations of phenanthrene in groundwater were above the DEQ aquatic screening level value (SLV) for surface water, but it appears that a unit conversion error was made and that phenanthrene concentrations were below the SLV.

Based on a review of the Jacobs investigation results, the DEQ identified additional tasks necessary to complete characterization of the nature and extent of chemical impacts to the upland portion of the site. These tasks included: 1) soil sampling from two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, SS-7, SS-9) and from the former UST location; 2) quarterly monitoring of groundwater (one-year minimum) at approximately 6 locations across the eastern part of the site to assess shallow groundwater contaminants potentially discharging to the Willamette River; and 3) collection of additional surface soil samples from approximately 10 locations to better characterize the lateral extent of surface contamination. In April 2003, GeoDesign Inc. (GeoDesign) began an investigation of subsurface soil and groundwater to address the first two assessment tasks identified by DEQ. The investigation did not include the recommended surface soil sampling.

GeoDesign reported that diesel and heavy oil range hydrocarbons were detected in three of the eight subsurface soil samples analyzed. All reported concentrations were below DEQ's Level I Soil Matrix Cleanup Standard. Three subsurface soil samples were analyzed for VOCs, and 2-chlorotoluene was detected in one of the samples. GeoDesign reports that no PRG or RBC was available for this VOC. A total of eleven subsurface soil samples were analyzed for PAHs. Several PAHs were reported in several soil samples, but all reported concentrations were below likely applicable DEQ RBCs and Region 9 PRGs. Of the metals evaluated in soil, only arsenic and lead were reported at concentrations above a potentially relevant PRG or RBC. Arsenic concentrations were within the range of naturally-occurring arsenic levels in soil of the region. Although lead concentrations exceed the DEQ RBC for the leaching to groundwater pathway, no leachable lead was detected at the site and lead in soil is not leachable.

Six groundwater monitoring wells were installed at the site to characterize chemical concentrations in shallow groundwater that may discharge to the Willamette River. At least three groundwater monitoring events have been completed to date (April 2003, July 2004, and April 2004). The highest detected concentrations of total arsenic was above the tapwater PRG, and the highest total lead concentration in groundwater was above a potentially applicable RBC. Also, the maximum reported concentrations of total chromium, copper, lead, mercury, nickel, silver, and zinc were above DEQ aquatic SLVs for surface water. However, the SLVs are for the dissolved form of these metals, and dissolved metals concentrations in groundwater appear to be below all relevant SLVs. Several PAHs were reported at concentrations below potentially relevant RBCs and PRGs. GeoDesign reported that concentrations of some PAHs were above relevant aquatic SLVs. However, it appears that a unit conversion error was made and in fact, PAH concentrations in groundwater are below relevant DEQ SLVs.

PROPOSED ELEMENTS OF THE TECHNICAL MEMORANDUM

To better focus any additional work that may be required to complete site assessment, a technical memorandum will be developed that consolidates available data and presents a risk-based screening assessment. The goal of data review and risk screening will be identification of locations, chemicals, and/or media that may require further investigation to define risks that contaminants may pose to human health and the environment. The Memorandum will be presented to DEQ before the PPA is finalized, so that a mutually agreed-upon, focused scope of work to complete site assessment would be included in the PPA. Based on preliminary discussions with Mark Pugh of the DEQ, this approach has been recommended to Charles Landman (DEQ). The requirement for possible additional work will be determined by DEQ after its review of the Memorandum. Below is a description of the elements of the Memorandum.

Purpose

The purpose of the Memorandum will be to consolidate and review available site information. Locations and exposure pathways that may require additional study to characterize potential risks to human health and the environment will be identified. Tasks to complete the risk-based screening evaluation and the likely findings of the evaluation are described below.

Evaluation of the Beneficial Uses of Land and Water

One of the first steps in risk assessment is identification of the mechanisms by which human and ecological receptors may be exposed to site-related chemicals. In order to define relevant exposure pathways, it is important to understand how land and water is used at a site and how it is likely to be used in the future. At present, the beneficial uses of land and groundwater at the site have not been defined. Much of the relevant information for making beneficial use determinations has been collected and presented in previous reports. This information may require updating. Beneficial land and water use determinations will be made consistent with DEQ guidance.

Preliminary findings indicate that no drinking water wells are located on or near the site, and on-site facilities are currently supplied with municipal water. Based on available information, it appears unlikely that shallow groundwater at the site will be used as a source of drinking water in the foreseeable future. Also, it is most likely that the site will continue to be used for commercial and industrial purposes, and it is unlikely that residential developments will be made on-site in the foreseeable future.

Conceptual Site Model

The conceptual site model (CSM) describes potential chemical sources, release mechanisms, environmental transport processes, and receptors. The primary purpose of the preliminary conceptual site model is to identify potential pathways by which human and ecological receptors may be exposed to

site-related chemicals. The processes by which human and ecological receptors may be impacted by site-related chemicals are then investigated and evaluated.

Based on available data, it appears that the primary pathways by which human and ecological receptors may contact chemicals in soil and groundwater are as follows:

- Commercial/Industrial workers may directly contact (e.g., ingestion, dermal, inhalation) chemicals in surface soil.
- Excavation workers may directly contact (e.g., ingestion, dermal, inhalation) chemicals in surface and subsurface soil.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from shallow groundwater to surface water and sediment of the Willamette River.
- Aquatic ecological receptors (including sediment-dwelling biota) may contact chemicals that migrate from soil to sediment of the Willamette River.

The rationale for defining whether an exposure pathway is complete or incomplete will be fully discussed in the Memorandum.

ta Evaluation

Available analytical results of all soil and groundwater samples will be assembled into a single data base. A quality assurance review will be performed to better insure data are accurate. If possible, spatial and temporal patterns in chemical concentrations will be reviewed and described for both soil and groundwater.

Risk-based Screening Assessment

Concentrations of chemicals in soil and groundwater will be compared to relevant risk-based screening values. Depending on the chemical and exposure pathway evaluated, screening values will include U.S. Environmental Protection Agency (USEPA) Region 9 Preliminary Remediation Goals (PRGs), DEQ Risk-based Concentrations (RBCs), DEQ Ecological Screening Values (SLVs), and sediment Probable Effect Concentrations (PECs). Also, concentrations of metals will be compared to estimates of natural background metals levels in soil and groundwater of the region. The locations where chemical concentrations exceed appropriate risk-based screening criteria will be described.

Summary

Both the nature and extent of site-related chemicals will be described, and results of the risk-based screening evaluation will be presented. If necessary, recommendations for further assessment to characterize potential risks that site-related chemicals may pose to human health and the environment will be made.

Based on a preliminary review of available data, concentrations of most chemicals at the site are below levels that may pose unacceptable risks to the human and ecological receptors that may contact impacted soil or groundwater. Concentrations of site-related chemicals in groundwater appear to be compliant with relevant risk-based screening criteria. The primary exposure scenario that may require further assessment involves commercial/industrial workers that may contact arsenic in surface soil. Concentrations of arsenic in surface soil appear to be elevated above natural background levels at several locations. The industrial PRG for arsenic in soil is below estimates of natural background concentrations. As a result, if there is evidence of site-related arsenic releases to soil, the screening assessment will show exceedances of risk-based concentrations.

In addition to arsenic in soil, PAHs in soil at one location appear to exceed a relevant risk-based screening value, and the lateral extent of PAH impacts to soil near this location may require further characterization.

Carol Keddy

From: Scott Burgess [Scottb@aadiving.com]
Sent: Tuesday, August 03, 2004 2:14 PM
To: Anna St. john; Dee Burch
Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader))
Subject: RE: DEQ Meeting Summary, Marine Finance Corp. Property

Anna:

Email:

1. Reference to "AADC" - The Company is Advanced American Construction, Inc., the subsidiaries of which are Advanced American Diving Service, Inc. and M. Cutter Company. To confuse or clarify matters, we are buying the property as Advanced American Construction Properties, LLC, and it has made the PPA application.
2. Summary – Clarification - you are going to formalize this email as a summary of the meeting and an outline of our "pre-SOW" and send it to us to send to DEQ. Standing by…
3. Long Painting – I will check with Carol or Ed (perhaps by copy of this email); seems to me they were going to make the request for the data. I will confirm and follow up as necessary. "Mark Pugh noted that these data may limit…" Is this a good or bad thing. I thought when it was raised, it was a good thing, as in, here are some other soil samples.
4. DSL – until we hear from the Title Company as to ownership, I understood contacting DSL was on hold. I will follow up on this with Ed/Carol, too.
5. Access – I faxed you language from our Sales Agreement. With notice, we have all the right to access we need – note "for the purpose of conducting…test, survey…"
6. By way of copy (i.e. not for Anna but Ed/Chris) – I want to confirm; other than the specifics of the SOW and a cap (and maybe a clarification of "property" per #4 above), there is nothing else we want to convey to DEQ in terms of the final PPA

Thanks,

Scott A. Burgess, General Manager
Advanced American Construction, Inc.
Advanced American Diving Service, Inc.
M. Cutter Company
415 S. McLoughlin Boulevard.
(P.O. Box 1630)
Oregon City, OR 97045
Tel: (503) 650-8207
Fax: (503) 650-8230
www.aadiving.com

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Tuesday, August 03, 2004 9:54 AM
To: Dee Burch; Scott Burgess
Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader)); Anna St. john
Subject: DEQ Meeting Summary, Marine Finance Corp. Property

Good Morning –

This email summarizes our meeting with Mark Pugh and Charlie Landman of the DEQ. We discussed the need to focus the SOW for the PPA. DEQ agrees. We proposed submitting the Technical Memorandum (item B.1 of the PPA), conducting additional investigation (item B.2 of the PPA), preparing the human health and ecological screenings (item B.3 of the PPA), and the source control evaluation (item B.4 of the PPA) outside of the PPA. Mark Pugh noted that after receipt of all of this information, a more focused SOW for the PPA could be negotiated and likely would include only source control measures. We distributed a memo outlining the elements of the Tech Memo for Mark's approval (see attached). The timeframe for submittal of the Tech Memo is by next Friday, August 13. Additional investigation would

occur in Late August – early Sept. A memo summarizing the updated human and eco screening (based on the additional data) and the source control screening would be submitted by mid-late Sept. Concurrently, we would be drafting and negotiating the SOW of work for the PPA. Dee's and Scott's goal is to have a final PPA by October 15 to meet the closing date of November 1.

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The project team's To Do List includes the following items:

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4) Dee/Scott: Review contract to determine if site access is granted for additional investigation. If not, prepare an access agreement. ASJ can provide an example, if necessary.
5) DEQ: Approve proposed elements to be included in Tech Memo.
6) MFA: Assist with preparation of 1200C application.

Please call/email questions.

Anna St. John, R.G.
Principal Hydrogeologist
Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Ste. 200
Portland, Oregon 97239

Phone: 971-544-2139 or 800-896-4405 x 2113
Fax: 971-544-2140

Cellular phone: (b) (6)

Message

Carol Keddy

From: Chris Reive
Sent: Tuesday, August 03, 2004 2:38 PM
To: 'Scott Burgess'; Anna St. john; Dee Burch
Cc: Carol Keddy; Ed Trompke; Jeff Peterson
Subject: RE: DEQ Meeting Summary, Marine Finance Corp. Property

Scott:

Re #6 - Nothing of significance to relay to DEQ beyond what you have described at this stage: Much depends on Anna's conclusions and DEQ's agreement re the risk assessments - which are now pre-PPA. So long as Anna is drafting the SOW, and that is the limit of AAC's responsibilities under the PPA - the details for the remaining negotiations will not be a problem. I'm on hold till Anna gets the SOW approval - which follows the Tech Memo due next week.

Chris

-----Original Message-----
From: Scott Burgess [mailto:Scottb@aadiving.com]
Sent: Tuesday, August 03, 2004 2:14 PM
To: Anna St. john; Dee Burch
Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader))
Subject: RE: DEQ Meeting Summary, Marine Finance Corp. Property

Anna:

Email:

1. Reference to "AADC" - The Company is Advanced American Construction, Inc., the subsidiaries of which are Advanced American Diving Service, Inc. and M. Cutter Company. To confuse or clarify matters, we are buying the property as Advanced American Construction Properties, LLC, and it has made the PPA application.
2. Summary – Clarification - you are going to formalize this email as a summary of the meeting and an outline of our "pre-SOW" and send it to us to send to DEQ. Standing by...
3. Long Painting – I will check with Carol or Ed (perhaps by copy of this email); seems to me they were going to make the request for the data. I will confirm and follow up as necessary. "Mark Pugh noted that these data may limit..." Is this a good or bad thing. I thought when it was raised, it was a good thing, as in, here are some other soil samples.
4. DSL – until we hear from the Title Company as to ownership, I understood contacting DSL was on hold. I will follow up on this with Ed/Carol, too.
5. Access – I faxed you language from our Sales Agreement. With notice, we have all the right to access we need – note "for the purpose of conducting...test, survey..."
6. By way of copy (i.e. not for Anna but Ed/Chris) – I want to confirm; other than the specifics of the SOW and a cap (and maybe a clarification of "property" per #4 above), there is nothing else we want to convey to DEQ in terms of the final PPA

Thanks,

Scott A. Burgess, General Manager
Advanced American Construction, Inc.
Advanced American Diving Service, Inc.
M. Cutter Company
415 S. McLoughlin Boulevard
(P.O. Box 1630)
Oregon City, OR 97045
Tel: (503) 650-8207
Fax: (503) 650-8230
www.aadiving.com

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Tuesday, August 03, 2004 9:54 AM
To: Dee Burch; Scott Burgess
Cc: Carol Keddy; Ed Trompke; Jeff Peterson; Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader)); Anna St. john
Subject: DEQ Meeting Summary, Marine Finance Corp. Property

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Fax: 971-544-2140

Cellular phone: (b) (6)

Carol Keddy

From: Chris Reive
Sent: Thursday, July 29, 2004 1:08 PM
To: Carol Keddy
Subject: FW: Marine finance

Please print for review and for our file.

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Thursday, July 29, 2004 12:29 PM
To: Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader)); scottb@aadiving.com
Subject: FW: Marine finance

Hi There – For your records.

-----Original Message-----
From: PUGH Mark [mailto:PUGH.Mark@deq.state.or.us]
Sent: Thursday, July 29, 2004 10:32 AM
To: Anna St. john
Subject: Marine finance

I am trying to locate a digital version of the XPA report. I found a CD with the work plan (see attached). I am trying to track down the XPA report. Also attached are some data summary tables which were in the revised strategy recommendation. Note that current source control criteria may be different than screening values used in the table.

<<Marine Finance XPA Work Plan.doc>> <<subsuface sed data.xls>> <<MF GW data vs. AWQC.xls>> <<MF GW data vs. AWQCrev.xls>> <<MF SD-5D and SD-055C sed data.xls>> <<MF exceedence table.xls>>

Mark Pugh, R.G.
Project Manager
NWR Cleanup and Emergency Response
2020 SW 4th Avenue, Suite 400
Portland, Oregon 97201-4987

phone: (503) 229-5587
fax: (503) 229-6899
e-mail: Pugh.Mark@deq.state.or.us

Visit DEQ's Website at: http://www.deq.state.or.us/

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ACRONYMS

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amsl	above mean sea level
ASTM	American Society for Testing and Materials
BES	Bureau of Environmental Services
bgs	below ground surface
BPA	Bonneville Power Administration
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Act Information System
cm	centimeter
DEQ	Oregon Department of Environmental Quality
DQO	data quality objectives
DRO	diesel range organics
DPT	direct push technology
ECSI	Environmental Cleanup Site Information
ERNS	Emergency Response Notification System
eV	electron volt
GRO	gasoline range organics
HCID	hydrocarbon identification
HOT	heating oil tank
HPAH	high molecular weight polynuclear aromatic hydrocarbon
HSP	health and safety plan
IDW	Investigation derived waste
Jacobs	Jacobs Engineering Group Inc.
LPAH	low molecular weight polynuclear aromatic hydrocarbon
LUST	leaking underground storage tank
ml	milliliter
MS/MSD	for matrix spike/matrix spike duplicate
NAVD	North American Vertical Datum
NPL	National Priority List
NWTPH-Dx	diesel and heavy hydrocarbons range
OAR	Oregon Administrative Rule
ODOT	Oregon Department of Transportaion
ORS	Oregon Revised Statutes
PA	preliminary assessment
PBSE	PBS Environmental
PCB	polychlorinated biphenol

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PID	photoionization detector
POL	petroleum, oils, and lubricants
PPE	personal protective equipment
ppm	parts per million
PVC	polyvinyl chloride
QA/QC	quality assurance/quality control
RCRA	Resource Conservation and Recovery Act
RM	River Mile
RPD	relative percent difference
SDG	sample delivery group
SOP	standard operating procedure
SPA	safe plan of action
SSSA	Soil Science Society of America
SVOC	semivolatile organic compound
TBT	tri-butyltin
TOC	total organic carbon
TPH	total petroleum hydrocarbons
TSD	transportation, storage, and disposal
USCG	U.S. Coast Guard
USCS	Unified Soil Classification System
UST	underground storage tank
USACE	United States Army Corp of Engineers
USEPA	United States Environmental Protection Agency
VOA	volatile organic analysis
VOC	volatile organic compounds
XPA	expanded preliminary assessment

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1.0 INTRODUCTION

This Preliminary Assessment (PA) and Expanded Preliminary Assessment (XPA) Work Plan presents both a summary of known current and historic site operations and investigations as well as a work plan to collect data to better support a determination of whether the Marine Finance site has released hazardous substances to the environment and poses a threat to human health and/or the environment. Specifically, this document includes an evaluation and interpretation of current and historical site information, site reconnaissance information, a physical description of the site, identification of potential contaminant source areas, discussion of potential contaminant migration pathways and potentially affected media, sampling objectives, the rational for the proposed sampling locations, a detailed description of the field activities and methodologies for soil, water, and sediment sampling, analytical sampling schedule, investigation derived waste (IDW) management, site-specific health and safety plan (HSP), and analytical and quality assurance/quality control (QA/QC) requirements to assure that XPA data are sufficient for future site characterization and risk assessment, if required. The PA section of this document is based on available site data, previous investigations, file searches, data obtained from sources of public record, site reconnaissance, and interviews with site employees.

A PA is required by Oregon state law at sites where a significant threat to human health or the environment is suspected from a release of hazardous substances (as defined in Oregon Revised Statutes (ORS) Chapter 465.200). Authority for conducting a PA is provided in ORS 465.245 and Oregon Administrative Rule (OAR) 340-122-072. A PA is designed to determine whether a site is releasing, has released, or could release hazardous substances to the environment and whether a response action is required. The objectives of a PA include identification of potential hazards at a site, identification of areas at a site that require immediate action, and establishment of priorities for areas on a site requiring further investigations. This PA was designed to investigate chemical and waste handling practices, and to evaluate potential contaminant migration pathways, including surface water, sediment, air, and groundwater, for hazardous chemicals that may have been released to the environment from operations at the Marine Finance site.

An XPA is considered necessary to determine if a release has occurred or may occur that could endanger human health or the environment. This document includes a work plan for an XPA. This is not intended to be a full investigation or characterization of the site. The scope of this document and study includes review of available file information, interviews during an on-site reconnaissance inspection, a comprehensive target survey, and limited groundwater, soil, and sediment sampling.

This PA/XPA is conducted under the Oregon Hazardous Substance Remediation Action Fund, while the Oregon Department of Environmental Quality (DEQ) determines the eligibility of the site for Orphan Site account. The Orphan Site account was created to investigate and clean up

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hazardous substance contamination at high priority sites where the responsible party is unknown or is unwilling or unable to undertake the required removal or remedial actions (ORS 465.381). The Orphan Site Account is available for funding the investigation, stabilization, or cleanup of declared orphan sites.

As discussed further in this report, the site is within a 6-mile stretch of the Lower Willamette River where the U.S. Environmental Protection Agency (USEPA) conducted a sediment study in 1997 (USEPA 1998). The study area, situated between the upstream ends of Sauvie Island and Swan Island, is referred to as the Portland Harbor. One of the subsurface sediment samples collected during this study adjacent to the Marine Finance facility exceeded Portland Harbor baseline values for 12 analytes as discussed further in Section 2.2.1.

In a January 1998 spill report, the U.S. Coast Guard (USCG) observed numerous drums of oily rags, antifreeze, etc., with housekeeping and storage concerns at the Hendren Tow Boat site (PBS Environmental (PBSE) 2000). DEQ issued a Strategy Recommendation on 27 September 1999 (Oregon Department of Environmental Quality (ODEQ) 1999a). DEQ has determined that a PA/XPA is required for the site as a result of this and the sediment study results.

1.1 PURPOSE

The purpose of this PA/XPA Work Plan is to review available site information and outline the essential field activities necessary to determine whether hazardous substances have been released or are a threat for release from the site and have been transported to Willamette River sediment. Further, this XPA Work Plan identifies existing information gaps and recommends field sampling activities necessary to fill in those information gaps.

Seven exploratory probes are proposed using direct push technology (DPT) techniques to collect five soil samples and seven groundwater samples for chemical analysis. Additionally, 11 locations are proposed for surface soil sampling, six locations are proposed for sediment sampling, and two locations are proposed for surface water sampling. Groundwater samples will be collected using temporary well point techniques.

1.2 REPORT ORGANIZATION

The PA/XPA Work Plan has been organized into the following sections:

- **Section 1.0, Introduction**. This section describes the purpose and administrative requirements of the XPA Report.
- **Section 2.0, Site Background**. This section contains a description of the site as well as background information on ownership and operational history, regulatory history at the site, and results from previous investigations.

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- **Section 3.0, Source Areas and Waste Characterization.** This section identifies potential sources on and off the site and provides information to support further evaluation of their plausibility as sources to sediments near the site. A summary figure is presented with sources and transport mechanisms. The figure is used to summarize the sources and their initial screening as potential impacts to sediments.
- **Section 4.0, Pathways of Exposure.** This section evaluates the potential contaminant and exposure pathways for groundwater, air, surface water and sediment, and direct contact.
- **Section 5.0, Proposed Site Sampling Activities.** This section describes the site sampling activities proposed to determine whether hazardous substances have been released or threaten to be released at the facility.
- **Section 6.0, Sampling and Analysis Program.** This section describes the field sampling procedures and analytical methods proposed to determine the presence of the contaminants of concern.
- **Section 7.0, Quality Assurance Plan.** This section describes the testing and analytical procedures for the investigation, including data quality objectives, sample collection and quality control procedures, analytical quality control procedures, data quality management, and quality assurance oversight.
- **Section 8.0, Health and Safety Plan.** This section presents the health and safety practices, personal protective equipment (PPE) requirements, emergency notification, and spill response and reporting for the project.
- **Section 9.0, Reporting.** This section presents the reporting requirements for the results of the field investigation.
- **Section 10.0, Schedule.** This section presents the schedule for the field work and reporting.
- **Section 11.0, References.** This section presents the citations for all documents used in preparation of this report.

Appendices include:

- **Appendix A, Historical Aerial Photographs.** This appendix presents representatives historical photographs of the site and areas immediately adjacent.
- **Appendix B, VISTA Information Solutions, Inc. - Site Assessment Report.** This appendix presents the Site Assessment Report for Marine Finance.
- **Appendix C, Online Information Sources.** This appendix presents the data obtained from various online information services.
- **Appendix D, Health and Safety Plan.** This appendix presents the safe plan of action for the specific work to be preformed.

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2.0 SITE BACKGROUND

This section presents a brief description of the site, the ownership and operational history, as well as the regulatory history. This information was collected from a variety of sources including DEQ files, previous reports, site reconnaissance, online resources, and a VISTA Report. The site is referred to as the Marine Finance site throughout this report, but the site has also historically been identified as the Riverside Industrial Park, the General-Knapton Road Site, and the West State, Inc. site.

2.1 SITE DESCRIPTION

The Marine Finance site is located along the western edge of the Lower Willamette River in Portland, Oregon (Figure 2-1). The St. Johns Bridge extends over the center of the property and therefore divides the site into a northern section, which is approximately 2/3 of the total site area, and a southern section, which is approximately 1/3 of the total site area (Figure 2-2). This document therefore refers to the northern and southern sections of the property using the St. Johns Bridge as the dividing line. The region around the site is characterized by heavy industry along the river and a mix of residential, commercial, industrial, and recreational properties west of St. Helens Road. The following summarizes the site location and ownership:

GENERAL SITE DATA

Site Name and Address:	Marine Finance 8444 Northwest Saint Helens Road Portland, Oregon 97231-1115
Current Owner(s):	Marine Finance Corporation 8444 Northwest Saint Helens Road Portland, Oregon 97231-1115 *Note: The February 2000 Phase One Environmental Assessment Update was prepared for a company called Capital Consultants, 2300 S.W. First Avenue, Portland, Oregon 97201 (PBSE 2000)*
Current Operators (Tenants):	Transloader International, Hendren Tow Boat Company, Mark Even Construction, Black Cat Studios, NW One Design.
Site Contact(s):	Mike Williams
Latitude:	N 45° 35'
Longitude:	W 122° 46'
Legal Description:	The facility is located in the northeast quarter of the southeast quarter of Section 11 Township 1N, Range 1W, (Willamette Meridian, 01N01W11DA), Lots 100, 500, and 600, approximately 9.7 acres.
Directions to Site:	Located northwest of the city of Portland, beneath the southwestern end of the St. John's Bridge over the Willamette River.

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2.2 OWNERSHIP AND OPERATIONAL HISTORY

The site is currently used for office trailer storage, warehouses, an art studio, tow boat operations, sailboat construction, and houseboat construction according to information provided by representatives from Marine Finance Corporation to DEQ on 02 March 1999. Structures at the site currently consist of two large metal-clad Quonset huts on concrete slabs, a wood-frame modular office building, a small metal-clad trailer house, a small wooden shed, a floating-home builder's dock, as well as a gangway and floating facilities owned by a tow boat company. A concrete slab foundation from a former warehouse building in the southern portion of the property may still exist in part or in its entirety under some overlying soil. There are currently two docks onsite north of the St. John's Bridge. The site is currently occupied by five businesses which all lease space on a month-to-month basis:

- Transloader (Transversal) International – Import/Export business. Transloader International occupies a trailer for its office operations and the south Quonset hut for warehousing of merchandise.
- Hendren Tow Boat Company – Tugboat business. Hendren Tow Boat Company operates on Marine Finance property south of the St. John's Bridge. Since Hendren Tow Boat started operations at the site in 1993, it has been used as a tug boat dock. There are currently several floating structures/docks in the river adjacent to the site. Maintenance of its vessels is performed onsite.
- Mark Even Construction – Houseboat construction. Mark Even Construction constructs houseboats on the shoreline of the Willamette River using a dock at the northern end of the property and has support operations and material storage in the adjacent area.
- Black Cat Studios – Sculptors studio space in the northern end of the north Quonset hut.
- NW One Design – Sailboat construction in the southern end of the north Quonset hut.

The history of the site was traced by PBS Environmental (PBSE) in a 1993 Phase One Report (PBSE 1993), back to 1926 by means of aerial photographs, Portland City Directories, Sanborn Fire Insurance maps, City building records, and personal interviews. In summary, the report states that the property had been used by various marine construction companies and tow boat/barge companies since the 1920's or earlier. In the past the site also had a modest warehouse in the southern portion of the site as well as smaller buildings, such as office buildings, a tavern, and a private residence. Between 1936 and 1940 the area was built up with fill material. The present day Quonset huts were constructed sometime before 1957. Much of the site was leased to two metal salvage companies from 1988 until 1993. PBS states in the 1993 report that during its site visit scrap metal covered much of the storage yard, and that direct observation of the ground surface was difficult (PBSE 1993).

In 1926, the south parcel was occupied by Jacobsen Construction Company. Activities conducted by Jacobsen included pile driving, dock work, and bridge building. Jacobsen had an equipment warehouse with an office and tool room in the south end of the parcel, located between the river

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and the railroad tracks. This building was serviced with electric power, stove heat, and city water. The historic aerial photographs depict this structure (Appendix A). Toilets and basins drained directly into the river. A dock and an overhead crane was located south of the warehouse. The adjacent property to the south was occupied by government moorings (PBSE 1993).

At the same time on the north parcel near the present location of Mark Even Construction, a cross-river ferry slip and landing was present. The ferry apparently operated until approximately 1932 when the St. Johns bridge was constructed. The Claremont Tavern, which was later renamed the Thomas Roadhouse, was present near the intersection of the ferry landing road and the railroad tracks. A private dwelling and garage appeared just south of the bridge between the railroad tracks and St. Helens Road in 1932. Jacobsen continued to occupy the remainder of the south parcel. Houseboats occupied the shoreline on the north parcel.

By 1943, the south parcel was occupied by Portland Tug and Barge, which was owned by Jacobsen Construction. The equipment warehouse remained, and a new one-story office building was constructed on the north parcel and connected to the sewer.

A 1948 aerial photo shows that fill had been placed on the north parcel, bringing it to close to its present day elevation (Appendix A). The U.S. Army Corps of Engineers (USACE) has no records of fill disposal from river dredgings on the property, which indicates that the fill material was likely obtained from private dredging operations (PBSE 1993). The 1948 aerial photo shows two elongated buildings, which appear to be warehouses, side-by-side in the center of the north parcel. In 1951, a temporary restroom was constructed on the property which was connected to a septic tank (PBSE 1993).

General Construction Company purchased the property from Jacobsen Construction Company in approximately 1953. The address for Portland Tug & Barge (8444 N.W. St. Helens Road) was listed as vacant starting in 1953 until 1957. At approximately this time, the Corps of Engineers occupied the government mooring property to the south. The present-day Quonset huts were constructed before 1957 based on review of the aerial maps (Appendix A) although the PBSE report indicates construction in 1959 (PBSE 1993). The original warehouse on the south parcel was demolished in October of 1965.

In 1972, a permit was filed by General Construction Company with the City of Portland for the grading, surfacing, and fencing of storage areas, and construction of dolphins, floats, ramps, and an oil storage building for lubricants and greases. Precise locations are uncertain, but several ancillary structures are present on the east sides of both Quonset huts in the 1972 aerial photograph that were not present in the 1971 aerial photograph (Appendix A). Additionally, much additional storage east of the Quonset huts and on the southern portion of the property is noted in 1972. Later that year, an office trailer was added on the north parcel. In 1979, a sewer

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connection permit was filed by General Construction for a trailer on the south parcel (PBSE 1993).

The property was purchased from General Construction in 1988 by West State, Inc. West State intended to use the site for shop repair, however that never occurred. The buildings and property were leased in 1989 to Clydes Ferrous Metal Salvage whose office space was in the south half of the north Quonset hut, and Abrams Scrap Metal whose office space was in the south Quonset hut. Scrap metals were stored in the area east of the Quonset huts. A diving and construction company called Dutra Devine occupied the north end of the north Quonset hut and the modular office building near the north dock. Prior to Dutra Devine, the north end of the north Quonset hut was occupied by Western Boiler Repair.

Three underground storage tanks (UST) located immediately east of and adjacent to the southern Quonset hut (Figure 2-2), which were previously used by General Construction Company, were removed from the site in 1988 immediately after the purchase of the property by West State, Inc. (Dames & Moore 1988). Two USTs, a 20,000-gallon and a 10,000-gallon tank, stored diesel fuel and the third, a 5,000-gallon UST, contained gasoline. A fuel pumping island was located near the USTs by the southern Quonset hut. A fuel line also led to the dock north of the St. Johns Bridge and may have supplied fuel for river vessels and/or been a supply line for the USTs. Contaminated soil was excavated from the tank pits to depths of 15 to 26 feet below ground surface (bgs). Additional test pits were dug along the former route of the product lines, and more contaminated soil was removed. The removal project received a "No Further Action" letter from the DEQ in February 1989.

2.2.1 Previous Investigations

The site is located adjacent to River Mile (RM) 6.0, which is within a 6-mile stretch of the Lower Willamette River where the USEPA conducted a sediment study in 1997 (USEPA 1998). The USEPA sediment study area, situated between the upstream ends of Sauvie Island (RM 3.5) and Swan Island (RM 9.5), is referred to as the Portland Harbor. This study included collection of 187 near-shore sediment samples from either shallow (6 to 17 cm), or deep (55 to 139 cm) sediments. Most of the samples (150) were collected from the shallow horizon. All samples were analyzed for total metals, semi-volatile organic compounds (SVOCs), total organic carbon (TOC), and sediment grain size. Selected samples were also analyzed for organotins (specifically tributyltin (TBT)), pesticides, polychlorinated biphenols (PCB), chlorinated herbicides, and chlorinated dioxins and dibenzofurans (ODEQ 1999b, USEPA 1998).

One of the subsurface sediment samples (SD055-C) was collected adjacent to the Marine Finance site from a depth of 0 to 90 cm. Another shallow sediment sample (SD055) was collected downstream, and both a shallow (SD057) and subsurface (SD057-C) sediment sample was collected upstream of the Marine Finance site. The results exceeding the Portland Harbor

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Sediment Baseline Maximum Value included copper, lead, mercury, nickel, zinc, 2-methylnaphthalene, benzoic acid, carbazole, dibenzofuran, total low molecular weight polycyclic aromatic hydrocarbons (LPAHs), total high molecular weight polycyclic aromatic hydrocarbons (HPAHs), and TOC (Table 2-1). The Marine Finance sample exceeded baseline values for 12 analytes, while the two upstream samples (SD057 and SD057-C) exceeded baseline values for two and four analytes, respectively. The downstream sample did not exceed the baseline values for any of the analytes (ODEQ 1999b). The two nearby upstream sites which are currently undergoing cleanup are the U.S. Moorings Site, and the Gasco Site (ODEQ 1999b).

The Level One (Phase One) Environmental Property Assessment Report (PBSE 1993) referenced in Section 2.2 was updated in 2000 (PBSE 2000). The 1993 report found that various items stored in the yard presented potential sources of contamination, such as empty drums taken in as salvage which once contained hazardous material, as well as electrical transformers and metal shavings. The report recommended that a visual assessment be conducted in the storage yard after Abrams Scrap Metal vacated the site to determine whether any hazardous materials may have been released on the property. The 2000 report stated that the bulk of the scrap metal in the yard had been removed, but that a large number of small pieces of plastic and metal were present within the surface soils of the former metal salvage storage yard.

2.2.2 VISTA Site Assessment Report

A Site Assessment report was ordered from VISTA Information Solutions, Inc (Vista Information Solutions, Inc. (VISTA) 2000). A copy of the report is included in Appendix B. A VISTA Site Assessment Report is a service which, given a property address, summarizes the possible sources of waste near a given site. The VISTA report for the Marine Finance site identified any nearby National Priority List (NPL) sites, Resource Conservation and Recovery Act (RCRA) Corrective Action and associated Treatment, Storage and Disposal (TSD) facilities; State Equivalent Comprehensive Environmental Response, Compensation, and Liability Act Information System (CERCLIS) sites, sites currently or formerly under review by USEPA, RCRA permitted TSD facilities, Leaking Underground Storage Tanks (LUST), sites permitted as solid waste landfills, incinerators, or transfer stations; registered USTs, Emergency Response Notification System spills (ERNS), RCRA registered small and large generators of hazardous waste, and the State spills list.

One LUST site within ¼-½ mile of Marine Finance is a heating oil tank (HOT) owned by J. Illias, and is listed as having been closed in 1998. Three other sites were identified, but have no information regarding the type of LUST, are located on the opposite side of the Lower Willamette River, and are listed as having been closed in 1989 or 1990: Riverside Lumber Company, Stenno Carbon Company, and BBS Property.

There is one UST site comprising three USTs listed within 1/8-mile of Marine Finance, which are presumably the three USTs formerly present at the Marine Finance site. The Vista Report lists the USTs as owned by REH, Inc., although the site was owned by West State, Inc. at the time of the tank closure and no other reference to REH, Inc. has been identified. The tank status of all three tanks is listed as closed.

The three USTs were removed and soil samples collected (Dames & Moore 1988). The soil confirmation samples collected from the UST excavations showed total petroleum hydrocarbon (TPH) concentrations below tanks 1 and 2, which each stored diesel fuel, of 5900 parts per million (ppm) and 2200 ppm respectively. The clean up standards in effect at the time were applied on a case-by-case basis and therefore a "clean up" criteria of 100 to 1,500 ppm TPH in the soils was suggested by the DEQ for the site. Contaminated soils were removed from the UST locations until TPH levels in the soil were acceptable to the DEQ. On 17 February 1989 DEQ issued a No Further Action Letter to West States, Inc. (PBSE, 1993).

The VISTA report also indicates that there are three sites within 1/8-mile, and another three sites within ¼ - ½ mile of the Marine Finance site which are on the State Equivalent CERCLIS list (DEQs Environmental Cleanup Site Information (ECSI)). The three sites located within ¼-½ mile: City of Portland Bureau of Environmental Services (BES) Water Pollution Control Laboratory, Mar Com Incorporated, and Crawford Street Corporation are located on the opposite side of the Lower Willamette River. The sites located within 1/8-mile of the site are Marine Finance Corporation, Transloader International Company, and the Doane Lake Study Area.

2.2.3 Historical Aerial Photographs

Historical aerial photographs were obtained from the Oregon Department of Transportation (ODOT) and the USACE (Appendix A). Photographs available from ODOT were taken in: 1958, 1966, 1971, 1981, and 1993. Photographs available from USACE were taken in: 1936, 1940, 1957, 1961, 1972, 1980, 1991, and 1998.

Logging operations adjacent to the site on the Willamette River are visible in the aerial photographs from 1936, 1940, 1957, 1958, 1961 and 1966. Scrap metal operations are visible east of the Quonset huts in the aerial photographs from 1972 and 1993 (Appendix A). The parcel to the northwest of the site was used as some type of storage in the 1980, 1981 and 1991 aerial photographs. Based on inspection of the aerial photographs, the following observations were made regarding changes to the Marine Finance site in addition to those reported in Section 2.2.1:

- In 1936, the rectangular building south of the bridge, which was used by Jacobsen Construction Company and later General Construction, was already present and the edge of the Willamette River was almost up to the railroad track. Logging operations were present on the water both south and north of the bridge. Various floating structures are present on the water.

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- In 1940, the edge of the Willamette River is significantly further away from the railroad track. It is difficult to tell if this change is solely due to a lower water level in the Willamette river, or to landfilling, or both. Logging operations and various floating structures are still present on the water.
- By 1957, numerous structures have been added to the site. These include the two Quonset huts and several smaller structures in the yard area. A large boat and two crane barges are present in the area south of the bridge. The 1958 and 1961 photos show much the same operations.
- In 1966, there are no boats or barges present in the area south of the bridge, but the area is occupied by floating logs. Some of the smaller structures in the yard area have been removed as well as the original rectangular building present in the 1936 photo (the warehouse used by Jacobsen Construction Company and General Construction). The warehouse was demolished in 1965 as noted in Section 2.2. There is also significant earth moving taking place in the yard area and along the shoreline.
- In 1971, virtually no water operations are present at the site. The foundation area of the former warehouse building is used as a storage area. The yard area is relatively clear other than a few piles of material north of the bridge, across from the north Quonset hut.
- By 1972, the site has significantly changed. The yard area has been leveled, the shoreline has been extended, and rip rap has been added for stabilization. Numerous piles of material are located throughout the yard area underneath and to the north of the bridge. The indented shoreline south of the bridge near the present-day Hendren Tow Boat has been straightened.
- In 1980, the yard area is clear again and there is a significant boat/barge operation south of the bridge. Also, the formerly unused area to the north of the Marine Finance site is used for material storage. There is a driveway directly between the two operations.
- In 1981, numerous boats and crane barges are present in the water, the yard area has some material storage, and the adjacent property to the north is still used as a storage area.
- By 1993, the site has several large barges and the yard area is used for storage. The adjacent property to the north does not appear to be occupied. The floating "island" operations used by Hendren Tow Boats is established.
- In 1998, numerous buildings have been added to the site in the yard area and along the water.

2.2.4 Site Reconnaissance

John Zimmerman of Jacobs Engineering Group Inc. (Jacobs) performed a site reconnaissance at the Marine Finance site with Rodney Struck of DEQ on 22 March 2000. The following site information was noted:

- Limitations imposed by physical obstructions that may hinder field activities;
- Presence of overhead utilities;
- Evidence of past contaminant releases; and
- Possible pathways for contaminant release and migration.

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Jacobs/DEQ personnel met with Marine Finance representatives on Wednesday, 22 March 2000 to obtain information about past and current hazardous material handling practices and any knowledge they may have regarding past releases. Limited historic information was provided by Marine Finance personnel. During site reconnaissance, Jacobs/DEQ personnel were escorted by Marine Finance site property manager Mike Williams and site manager Darrel Andrews.

During the site reconnaissance visit the following general observations were made:

- A seep was observed in the northern portion of the site, near the former ferry landing. The seep emerges from the ground and creates a small area with standing water approximately 2 to 3 feet across. Discarded carboys, miscellaneous materials, and soil staining were noted in the area upgradient of the seep.
- A pipe was observed discharging water in the area near the former ferry landing. The pipe is believed to capture infiltrated water from the northern portion of the site as well as the property to the north of Marine Finance. Poor housekeeping and soil staining were noted in the area believed to be drained by this pipe. Historic material storage has occurred in the area as well.
- Surface soil staining was observed in several areas of the yard. The color of the staining ranged from dark gray to brown in areas from as little as 1 square foot up to 20 square feet. A stained area was also observed to the east of the north Quonset hut.
- Numerous apparently abandoned drums and other containers were observed in several collection areas on the property. The largest collections of containers were observed in the southern portion of the site. Some containers appeared to be leaking, but no labels identified the potential contents. Miscellaneous materials storage was noted near the southwest corner of the property outside of the security fence. This area has been identified as a popular dumping area (PBSE 1993).
- Surface markers for a buried petroleum pipeline were found adjacent and parallel to the access road west of the Burlington-Northern Railroad tracks outside of the property security fence. The pipeline is a high-pressure line buried 40-inches bgs and used for both gasoline and diesel fuels. It is owned by Olympia Pipeline Company of Renton, Washington. Leaks from this pipeline would be readily apparent because it is under high-pressure (PBSE 1993).

2.3 REGULATORY HISTORY

Four regulated actions associated with the site are known: (1) removal of the three USTs as discussed in Section 2.2; (2) one time disposal of abandoned paint waste; (3) a USCG spill report; and (4) a DEQ Strategy Recommendation. Information available for these activities includes:

- In 1988, the three USTs were decommissioned as discussed in Section 2.2.
- One time disposal of abandoned paint waste from a "dumping area" dated 20 March 1997 is reported, but the site's 1997 hazardous waste generator Annual Report indicates that the facility no longer generates hazardous waste (PBSE 2000).
- In a January 1998 spill report, the USCG observed numerous drums of oily rags, antifreeze, etc., with housekeeping and storage concerns at the Hendren Tow Boat site (PBSE 2000).

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- DEQ issued a Strategy Recommendation on September 27, 1999. On January 25, 2000 DEQ issued a letter to Mr. Doug Watson of Astoria Metals Corporation giving notice of its intention to perform a PA at the Marine Finance site (PBSE 2000).

2.4 SITE TOPOGRAPHY

The Marine Finance site is located on the western bank of the Willamette River. The property is flat to gently sloping toward the river. An embankment with rip rap drops sharply to the water approximately 20 feet from the river edge. A gully is located in the northeast corner of the site. The offsite area to the west of the site slopes up steeply toward St. Helens Road and beyond to a small housing community west of the site. As noted in Section 2.2, fill material, rip rap, and land contouring have changed the original topography of the site, but all stormwater runoff has flowed and continues to flow toward the river. The actively used areas of the site have limited vegetative cover and mostly comprise road base materials. The offsite areas are well vegetated.

2.5 GEOLOGY AND HYDROGEOLOGY

The Marine Finance site is constructed on what is likely a combination of fill material and natural terrace deposits created by the Willamette River. Fill material has been noted to a depth of approximately 23 feet bgs in the area east of the Quonset huts (Dames & Moore 1988). The terrace deposits overlie alluvium of the Willamette River basin unconformably. Both of these deposits are of Pleistocene age and are composed of indistinguishable unconsolidated stratified sand and silt. The sand ranges from very coarse to very fine, but is predominantly fine to very fine (Trimble 1957). The thickness of the terrace deposits at the site is approximately 10 feet thick while the alluvium deposits are known to have a maximum thickness of 100 feet (Trimble 1957) . Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site. Lacustrine deposits consisting of unconsolidated boulders, gravels, sand, and silt with a thickness on the order of hundreds of feet lie beneath the alluvium deposits. The Pliocene Troutdale formation typically underlies the alluvial deposits in the region and consists of conglomerate, sandstone, shale, and mudstone. The thickness of the Troutdale formation ranges from zero to more than 1,100 feet.

Comparison of aerial photographs from 1938 and 1940 and from 1961 and 1972 indicates that a significant amount of fill material had been added to the site during both of these periods. As noted in Section 2.2, the USACE has no record of dredge material from the Willamette River being used as fill material onsite, indicating that the fill material was likely obtained from private dredging operations or another offsite source.

Based on static water levels reported in nearby monitoring wells and geotechnical holes, groundwater is expected to be encountered between 20 and 25 feet bgs (Oregon Water Resources Department 1999).

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2.6 GROUNDWATER WELLS AND WATER USE

The Oregon Water Resources Department's GRID database was accessed to determine the locations of groundwater monitoring and water supply wells within the same Township, Range and Section as Marine Finance. Marine Finance is located in the east half of Section 11, Township 1N, Range 1W, but the search area included all of Section 11 (Appendix C).

Fifty-two wells were identified within the one square mile search area. Thirty-seven of the wells are listed as "geotechnical", 12 of the wells are listed as "monitoring", and 3 are listed as "water supply". Only 2 water supply wells are active because one well is listed as abandoned. Domestic well owners include (b) (6) (well address unavailable) and (b) (6) at (b) (6) (b) (6) which is located approximately ¾ mile west-northwest of the site. Owners and the number of geotechnical and monitoring wells listed for each owner include: Mobil Oil (37), Time Oil (5), Olympic Pipeline (5), the City of Portland (2) and Wacker Siltronix. None of the wells are located downgradient of the site.

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3.0 SOURCE AREAS AND WASTE CHARACTERISTICS

Potential and documented sources that may have affected surface and subsurface soils, sediment, surface water or groundwater quality at the site are presented in this section. Waste characteristics associated with those site sources are discussed with regard to the potential to affect sediments adjacent to the site in the Willamette River, as well as soils and groundwater at the site that may effect these sediments.

The following areas could be sources of contamination and most will be investigated during the XPA. However, several areas of orphan drum and materials storage, stained soil and stressed vegetation, areas with poor housekeeping, and other potentially questionable areas are not included within the scope of this XPA but may require investigation in the future. The areas with the greatest likelihood of impact to the Willamette River are prioritized for investigation as indicated in Section 5.0.

3.1 ONSITE SOURCES

3.1.1 Former Underground Storage Tanks and Piping

The tank remediation investigation associated with the underground storage tank removal was conducted in a manner consistent with standard practices at the time. However, the USTs and associated piping may have adversely affected the subsurface soil or groundwater in locations not detected during the tank remediation investigation. Only limited sampling was performed to clean-close the USTs under an ad hoc determination as discussed in Section 2.2.1. Also, the data from the sampling was not available for review and/or validation to assess the data quality and usability. Hazardous substances potentially associated with this source area include diesel and gasoline stored in the former USTs.

3.1.2 Hendren Tow Boat Operations Area

Hendren operates and maintains a fleet of tow boats from their floating dock on the south end of the site. Hendren's office is also located on the floating dock. The nature of the operation indicates that a number of lubricants, fuels, hydraulic oils, anti-freeze, paints and antifoulant biocide paints, solvents, and other maintenance materials, may be used and might be stored on the floating dock. This was reflected at least in part by the January 1998 spill report of the USCG inspection and the March 2000 site visit. The abandoned drums and other containers observed on the southern portion of the site could also belong to the tow boat operation, although ownership and responsibility for these materials is not known. The area of the former warehouse is also a potential source area because material storage on the foundation was noted on the aerial photographs (Appendix A). The foundation of this building may still periodically serve as a

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storage area. Therefore, the contaminants of interest in this are primarily petroleum and solvents, but could also include paints, TBT, metals, and herbicides associated with the site.

3.1.3 Scrap Metal Operations

At least two scrap metal salvage companies have operated at the site as discussed in Section 2.2. Both ferrous and non-ferrous scrap metals were stored in the yard area. The types of salvage materials stored onsite included steel tanks and other vessels, heavy equipment and other machinery, metal shavings and scraps, and empty steel drums (PBSE 1993). Some of the empty drums were labeled for waste oil, pesticides, and lubricating oils. Abrams Scrap Metal Company received scrap electrical transformers from Bonneville Power Administration (BPA), although Abrams reportedly received documentation from BPA that all of the transformers had been drained of fluid and contained no PCBs. Other salvaging operations are evident from the 1972 aerial photograph (Appendix A). Areas of soil staining were also noted during the site visit. Therefore, contaminants of interest in this area are primarily metals, but petroleum, solvents, herbicides, and PCB are also possible.

3.1.4 Operations In and Around Quonset Huts

The Quonset huts have been used for a wide variety of businesses since they were built which presents the possibility of illegal disposal of wastes based on general industry practices during the period. Some evidence of surface soil staining, drum storage, and poor housekeeping was observed during the site reconnaissance in March of 2000. Contaminants of interest based on the limited information available for the general industrial use of the Quonset huts include petroleum, solvents, herbicides, and PCB.

3.1.5 Mark Even Construction Dock Area

The houseboat construction operations and former uses in this area are a potential source due to the construction debris, paints/antifoulant biocide paints, stains, waterproofing agents, and other materials which may have been disposed of or released in the Willamette River or on ground surface. Contaminants of interest include petroleum distillates associated with paints and stains, organotins associated with antifoulant biocide paints, solvents used as thinners and for clean-up, and metals from waste fasteners. TOC in the sediments near this dock may be elevated from scrap wood and sawdust from historic construction activities and former logging operations.

3.1.6 Miscellaneous Drum and Materials Storage Areas

Several drum storage areas were noted during the site visit in March of 2000. Two primary drum storage areas were noted south of the bridge and historic aerial photographs indicate storage on

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the foundation of the former warehouse. Several orphan drum and materials storage or dumping sites were also noted during the site visit, such as the area outside of the fenced perimeter used by ODOT for materials storage and other unsecured areas where unauthorized disposal is possible. Contents of the drums and the type of materials stored are unknown, but the contaminants of interest are those historically associated with operations at the site, including petroleum, solvents, and herbicides. The full spectrum of contaminants is possible because some locations are not secured and any type of waste could have been disposed of.

3.1.7 Seep and Drainage Pipe

The seep and drainage pipe, which are both located in the northern portion of the site, may be venting contaminated groundwater from an upgradient area where orphan drums and soil staining were noted during the site visit. Contents of the containers and the cause of the soil staining are unknown, but the contaminants of interest are those hazardous substances associated with operations at the site including petroleum, paints and solvents, herbicides, and PCB.

3.2 OFFSITE SOURCES

Aerial photographs of the site and the surrounding areas back to 1936 have been examined for evidence of offsite sources of contamination that may have contributed to any contamination that may be found on the site as discussed in Section 2.2. Additionally, the Vista report was reviewed as discussed in Section 2.2.2 for sources of contamination near the site. No offsite sources have been identified through this review.

However, upstream sources of contamination in the Willamette River may exist as the upstream area is industrialized.

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4.0 PATHWAYS OF EXPOSURE

This section identifies and evaluates contaminant migration pathways and the potentially affected media. The potential and documented sources identified in Section 3.0 are evaluated to determine whether pathways of exposure exist for each source. Potentially affected media include Willamette River sediment and surface water, groundwater, and soil. Potential contaminant migration pathways include groundwater discharge, storm water discharge, direct release, volatilization, and dust entrainment.

4.1 GROUNDWATER PATHWAY OF EXPOSURE

Contaminants of interest, including petroleum, oils, and lubricants (POL), paints/antifoulant biocide paints, stains, solvents, herbicides, PCB, and metals, may have been released as discussed in Section 2.0 and leached into the groundwater. The groundwater may then transport the contamination to other groundwater targets.

4.1.1 Hydrogeologic Setting

The Marine Finance site is located on recent alluvium, which is comprised of silty sands, deposited in floodplains of the Willamette and Columbia Rivers. Section 2.5 discusses site geology and hydrogeology in more detail. Aerial photographs, site reports, and observations during the site visit indicate that fill material overlies native alluvial floodplain deposits at the site. The average annual precipitation for Portland, Oregon, is 95.4 cm (37.6 inches) and the estimated annual groundwater infiltration in the vegetated areas of the site is approximately 47 to 54 cm (18.5 to 21 inches).

Aquifers in floodplain deposits generally are unconfined and localized due to heterogeneity of the deposits. Columbia River basalts are believed to underlie these alluvial deposits at various depths near the site.

Groundwater is believed to flow toward the Willamette River. Most of the site is relatively flat as discussed in Section 2.4 and is approximately 30 feet above mean sea level (amsl) at its highest elevation. The site slopes down to the river to an elevation of approximately 20 feet amsl. Overland surface water flow is east toward the river.

A groundwater seep or spring is located adjacent to the Willamette River shoreline near the northern corner of the property. Water from this seep flows to the river.

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4.1.2 Groundwater Targets

Vegetation and gravel cover the majority of the site. Only the structures and the St. Johns Bridge intercept precipitation. Groundwater is not used for domestic or industrial uses at the site; the site uses the municipal water supply system.

Fifty-two wells, including production wells, monitoring wells, and geotechnical wells, were identified within the search area as indicated in Section 2.6. Only two active potable water production wells were identified within a quarter mile of the site and each of the wells is upgradient of the site.

The groundwater seep and discharge from the drainage pipe are accessible to wildlife and site workers, but the site is fenced so that access to the public is limited.

4.1.3 Groundwater Conclusions

No analytical groundwater data are available for the site and no documented releases at the site are known which could have impacted the groundwater. Groundwater impacts from former and current USTs at the site have not been confirmed, but soil removal was implemented after removal of three USTs in 1988 as discussed in Section 2.2.1 (Dames & Moore 1988).

Groundwater contamination at the site may have been caused by historical incidental releases during site operations and general site usage, including leaching of metals from the former metal scrap yards, releases of POL used at tenant facilities and from the former USTs, releases of paints and solvents used by tenants, improper storage or disposal of hazardous substances, and general releases and leaching of contaminants resulting from past reports of poor housekeeping.

4.2 AIR PATHWAY OF EXPOSURE

Volatile contaminants of concern, including petroleum products and solvents, that may have been released during past operations may volatilize to the ambient air and the soil gas. Other contaminants may be transported with fugitive dust.

4.2.1 Physical Conditions

The only sources available to the air pathway is fugitive dust emissions particularly during windy conditions and volatile emissions of contaminants from the soil into the soil gas and ambient air.

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4.2.2 Air Pathway Targets

The nearest air pathway receptors, other than the site workers and site workers on adjacent properties, for fugitive dust and volatile emissions to the atmosphere are the private residents west of the site. Over 100 private residences are located within a 0.5-mile radius of the site, although the majority are located to the southwest on a bluff over 100 feet above the elevation of the site. Approximately 400 people reside in this area assuming 4 people per household. The closest sensitive environment is the Willamette River adjacent to the site.

Site workers, particularly those working primarily in the structures where volatile organics in the soil gas may vent to the structures through the foundation, are potentially air pathway receptors. Volatilization to indoor air may be inconsequential depending on maintenance and operation of the facilities and their foundations, including ventilation of the structures, subsurface foundation structures, and cracks in the foundation.

4.2.3 Air Pathway Conclusions

Contaminants released at the site and residual waste, such as metal filings, may be transported through the air pathways. Metal filings and organics may be transported offsite as fugitive dust during windy conditions and may expose site workers both during windy conditions and from entrainment by vehicle traffic. Volatile organic compounds (VOC) and SVOC emissions from soil to the soil gas, which could be transported into the site structures and to the ambient air may also expose site workers and nearby residents, although exposure of local residents is unlikely because the residences are located on a bluff more than 100 feet higher than the site elevation.

4.3 DIRECT CONTACT PATHWAY OF EXPOSURE

The Marine Finance site is fenced and access is controlled, so direct contact with contaminants of concern that may have been released during past operations is primarily limited to site workers, future construction workers, and ecological receptors.

4.3.1 PHYSICAL CONDITIONS

The Marine Finance site is an industrial facility and is primarily covered with road-base material and vegetation. Riprap lines most of the shoreline.

Limited habitat exists for ecological receptors because of the industrial nature of the site. The site is secured with a cyclone type fence and access is controlled to minimize trespass. While the Willamette River bounds the site on the northeast, riprap and active tenant use may minimize trespass from the river.

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4.3.2 Direct Contact Targets

The Marine Finance site is actively used by several tenants and authorized visitors. Future construction activities could include excavation for foundations and utilities during which utility trench and foundation workers could potentially be exposed to subsurface contaminants through direct contact, inhalation, or incidental ingestion. As stated above, security fencing limits unauthorized site visits.

4.3.3 Direct Contact Conclusions

Limited habitat exists for ecological receptors because of the industrial nature of the site, but sensitive ecological receptors exist in the Willamette River adjacent to the site. Areas of potential contamination on the site may pose a direct contact risk to site workers and sensitive ecological receptors.

4.4 SURFACE WATER AND SEDIMENT EXPOSURE PATHWAYS

Contaminants of concern, including POL, solvents, PCB, herbicides, and metals, may have been released as discussed in Section 2.0 and dissolved and/or eroded into the surface water that is transported from the site. The surface water may then transport suspended contaminated solids where it is deposited as sediment in the Willamette River.

4.4.1 Hydrologic Setting

The site is adjacent to the Willamette River, but the only surface water bodies on the site are a small groundwater seep and discharge from a drainage pipe near the north corner of the property. Surface water and stormwater drainage from the site and adjacent properties drain to the river.

The Willamette River has the potential to transport contaminants onto the site or to adjacent river sediments from upstream sources. The facility is within the 100-year floodplain of the Willamette River.

4.4.2 Surface Water and Sediment Targets

The site is located in an industrial area with no environmentally sensitive upland areas in the vicinity. Recreational and subsistence fishing occur within the Lower Willamette River. Commercial fishing is limited to a small Pacific lamprey fishery. Recreational boating, water skiing, swimming, and beach use also occur within the Portland Harbor area.

The Lower Willamette River provides habitat for 39 fish species, including populations of wild cutthroat trout, rainbow trout, and mountain whitefish. White sturgeon are plentiful within the

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Harbor. The Harbor is also an important migratory corridor, nursery habitat, and adult foraging area for two runs of chinook salmon, two runs of steelhead trout, and individual runs of coho and sockeye salmon. Upper Willamette River populations of chinook and steelhead, which migrate through the Harbor, are listed as threatened species under the Federal Endangered Species Act. The Pacific lamprey is considered a federal species of concern.

Great blue herons, cormorants, osprey, mergansers, kingfishers, peregrine falcons, and bald eagles routinely forage within the Harbor. The area is also part of the wintering range for the Aleutian Canada goose. All are protected under the Migratory Bird Treaty Act. The peregrine falcon is federally listed as an endangered species, while the Aleutian Canada goose is federally listed as a threatened species. The bald eagle is also a threatened species, but was recently proposed to be removed from this list.

Little data are available on the nature and extent of the benthic community within Portland Harbor sediment. However, it is known that contamination in the benthos, which is a protected beneficial use, can be the source of food-chain effects that radiate up to the species listed above, including humans.

4.4.3 Surface Water and Sediment Conclusions

Past operations at the Marine Finance site may have affected sediment quality. The site has no known stormwater outfalls discharging to the Willamette River, but stormwater runoff from the site may provide the transport mechanism. Additionally, the discharge from the seep and from the drainage pipe may provide a transport mechanism for upgradient groundwater and sediments.

4.4.4 Evaluation of Sediment

The Portland Harbor sediment study collected samples as discussed in Section 2.2.1. The sample collected adjacent to the Marine Finance site reported several analytes above the Port Harbor Sediment Baseline Maximum Value (Table 2-1). Of particular note, total LPAH and total HPAH were each almost two orders of magnitude greater than the baseline maximum value (Section 2.2.1, Table 2-1).

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5.0 SITE SAMPLING ACTIVITIES

The XPA will include activities to gather data to determine whether hazardous substances have been released or threaten to be released at the Marine Finance site and have been transported to Willamette River sediments. Activities will include collection and analysis of soil, groundwater, surface water, and sediment samples. Samples will be collected from locations that have the greatest potential to be impacted by contaminants of interest as indicated in Section 3.0 and from potential migration pathways.

Site-specific conditions, including topography, visual evidence of staining, stressed vegetation, access limitations, etc., will be evaluated and incorporated into placement of the sampling locations while in the field. New observations or information obtained in the field may also contribute to deviations from the projected sampling locations. Therefore, best professional judgment in the field will be used to select the optimal sampling locations based on projected sampling locations and the rationale reflected below.

As detailed below, five subsurface soil samples, 11 surface soil samples, seven groundwater samples, two surface water samples, and 11 sediment samples will be collected at the Marine Finance site based on the information in Section 3.0. However, samples of opportunity may also be collected based on best professional judgment in the field.

5.1 UTILITY CLEARANCES

Underground utilities will be located and marked in the area of the exploratory DPT locations prior to beginning the field investigation work. Jacobs will coordinate with Marine Finance and the Oregon Utility Notification Center to: (1) review as-built drawings of the intrusive sampling areas; (2) perform site reconnaissance with Marine Finance representatives to determine utility corridors and underground utility markers; (3) subcontract with a geophysical/utility clearance subcontractor to locate and mark underground utilities; and (4) mark known and suspected underground utilities. Finally, as a standard safety procedure, the first 5 feet of each soil exploration will be probed using a hand auger or tile probe if possible.

5.2 DPT PROBES

Five DPT exploratory probes will be conducted to collect soil samples for chemical analysis. Groundwater samples will be collected from each of these locations using temporary well points. Two additional temporary well points will be advanced for a total of seven groundwater samples. The maximum total depth to be drilled will be the lesser of either 30 feet bgs or 5 feet below first encountered groundwater. Data generated from these explorations will be used to identify contamination in soil and groundwater at the site.

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5.2.1 DPT Probe Locations for Subsurface Soil and Groundwater

This section briefly describes the locations of the DPT exploratory probes. A detailed discussion of the field procedures is presented in the Sampling and Analysis Program section (Section 6.0) including exploration methods, soil and groundwater sampling, and field screening techniques.

Figure 5-1 illustrates the approximate locations of the five proposed soil borings (SB-1 through SB-5) which will also be used for collection of groundwater (GW-1 through GW-5) in addition to GW-6 and GW-7. As indicated above, actual locations will be determined in the field based on: (1) approximate locations represented on Figure 5-1 using available landmarks; (2) best professional judgment to select a sample location that will best represent potential contamination in the area; and (3) offsetting required because of the presence of underground utilities and other obstacles (i.e. access limitations). Selected locations may require additional offsetting if refusal is encountered or if inadequate sample recovery is experienced. Final sample locations will be measured from two permanent landmarks and documented in the field logbook and on the sample collection form.

Both subsurface soil and groundwater will be collected from each DPT probe location indicated below using sample collection procedures detailed in Section 6.1.

The rationale for each exploration is described below:

- SB-1/GW-1: Located south of the St. Johns Bridge in an active drum storage area. Additionally, the northern end of the former warehouse was present in this area and the foundation was used to store unknown materials. Current contents of the drums and historic contents that may have been released from past storage are unknown but may have included POL, solvents, and paints/antifoulant biocide paints for marine vessel maintenance, and PCB from transformer storage associated with the scrap metal storage. Therefore, TPH for diesel range organics (DRO), VOC, SVOC, and metals will be tested in the soil and groundwater. PCB will also be tested in the soil.
- SB-2/GW-2: Located in the southern portion of the site where the former warehouse was located. As noted in Section 3.0, the usage of this former warehouse is unknown, but this area and the foundation were used for staging of miscellaneous materials after the warehouse was removed. Historic contents that may have been released from past storage are unknown but may have included POL, solvents, and paints/antifoulant biocide paints for marine vessel maintenance, and PCB from transformer storage associated with the scrap metal storage. Therefore, TPH for DRO, VOC, SVOC, and metals, will be tested in the soil and groundwater. PCB will also be tested in the soil.
- SB-3/GW-3: Located on the east side of the southern-most Quonset hut (the Transversal International building) near the bay door and south of the trailer. A former 5,000-gallon UST that stored gasoline and a former 10,000-gallon UST that stored diesel were removed from this area in 1988. Historic use of the Quonset hut is unknown, but releases or disposal of any hazardous substances used would likely contaminate soils immediately adjacent to the bay door. TPH (both for gasoline range organics (GRO) and DRO), VOC, SVOC, and PCB will be collected from the soil and VOC and SVOC will be collected from the groundwater.

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- SB-4/GW-4: Located east of the southern-most Quonset hut (the Transversal International building). A former 20,000-gallon UST that reportedly contained diesel was removed from this area in 1988 and a fuel pipeline that transported fuel between the UST and the dock also is located in this area. Only TPH for DRO will be collected from the soil and VOC and SVOC will be collected from the groundwater at this location to determine if the UST had released petroleum.
- SB-5/GW-5: Located near the dock east of the Marine Finance office trailer. A fuel pipeline transferred petroleum from the USTs near the office trailer area to the dock area to fuel river vessels and likely was also used to transfer fuel from river tankers to the site USTs. Additionally, this location is downgradient of the former scrap metal storage area. Historic contents that may have been released from past storage are unknown but may have included POL, solvents, paints/antifoulant biocide paints for marine vessel maintenance, and PCB from transformer storage associated with the scrap metal storage. Therefore, TPH for DRO, VOC, SVOC, TBT, and metals will be tested in the soil. TPH for DRO, VOC, SVOC, and metals will be tested in the groundwater.
- GW-6: Located south of the Transversal International Corporation Trailer and away from the shore line enough to prevent obstruction from riprap and influence from the river. This area is downgradient of the Quonset huts and other potential contamination sources, including a former scrap metal and material storage area. Metals are the primary contaminants of interest in this area, but POL and solvents may also be present. Therefore, VOC, SVOC, and metals will be tested in the groundwater.
- GW-7: Located approximately half way between the St. Johns Bridge and the Hendren Tow Boat Dock and away from the shore line enough to prevent obstruction from riprap and influence from the river. As with GW-6, this area is downgradient of potential contamination sources and is located at a potential material storage area. Therefore, VOC, SVOC, and metals will be tested in the groundwater.

5.2.2 Exploration Depths

Groundwater is expected to be encountered at approximately 25 feet bgs. All exploratory probes will be advanced 5 feet below first anticipated groundwater to a maximum of 30 feet bgs, or refusal. The sample interval with the highest likelihood of contamination as discussed in Section 6.1.1 will be selected for analysis.

Groundwater samples will be collected from near the top of the aquifer upon completion of the soil sampling if groundwater is encountered before termination of the soil boring at 30 feet bgs.

5.3 SURFACE SOIL SAMPLING

Surface soil samples will be collected from 11 locations across the site where current or past operations are suspected to have released or be releasing hazardous substances to the environment. Figure 5-1 illustrates the approximate locations of the surface soil sample locations (SS-1 through SS-11). As indicated above, actual locations will be determined in the field based on: (1) approximate locations represented on Figure 5-1 using available landmarks; (2) best professional judgment to select a sample location that will best represent potential contamination

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in the area; and (3) site-specific conditions. In area of obvious surface soil contamination, samples will either be collected immediately adjacent to the contaminated area or six inched below the stained soil. Final sample locations will be measured from two permanent landmarks and documented in the field logbook and on the sample collection form.

Eight of the surface soil locations will be grab samples and the other three will be composite samples. Sampling procedures are presented in Section 6.1.1. Composite samples will be used as discussed below in areas where general material storage was documented but precise locations can not be determined or where contamination is suspected from potential operations.

The rationale for each sample location is described below:

- SS-1: Located south of the St. Johns Bridge in an active drum storage area near the location of SB-1. Additionally, the northern end of the former warehouse was present in this area and the foundation was later used to store unknown materials. Current contents of the drums and historic contents that may have been released from past storage are unknown but may have included POL, solvents, and paints/antifoulant biocide paints for marine vessel maintenance, and PCB from transformer storage associated with the scrap metal storage. Therefore, a grab-type sample within the drum storage area will be collected for analysis of TPH for DRO, VOC, SVOC, TBT, metals, and PCB.
- SS-2: Located south of the St. Johns Bridge further south of SS-1 in another drum storage area. Additionally, the southern end of the former warehouse was present in this area and the foundation was later used to store unknown materials. Current contents of the drums and historic contents that may have been released from past storage are unknown but may have included POL, solvents, and paints/antifoulant biocide paint for marine vessel maintenance, and PCB from transformer storage associated with the scrap metal storage. Therefore, a grab-type sample within the drum storage area will be collected for analysis of TPH for DRO, VOC, SVOC, TBT, metals, and PCB.
- SS-3: Located east of the Marine Finance office trailer south of the dock in an area where an oil stain was noted during the site visit and where scrap metal was historically stored. The source of the oil stain is unknown, but could be POL or PCB. A grab sample will be collected from the oil stained area for analysis of TPH for DRO, SVOC, and PCB. A composite sample from four locations spaced on an approximate 20-foot grid will be collected from the area of the oil stain and surrounding area of historic metal storage for analysis of metals.
- SS-4: Located west of the dock in the area where scrap metal was historically stored. The source and types of scrap metals stored, such as PCB containing transformers, are unknown. Therefore, a composite sample from four locations spaced on an approximate 20-foot grid will be collected from the area for TPH for DRO, metal and PCB analysis.
- SS-5: Located east of the Transversal International building (southern-most Quonset hut) adjacent to the bay door. Poor housekeeping, miscellaneous debris, and staining were noted during the site visit. Additionally, waste material and past releases from the Quonset hut may have been discharged (e.g. swept out the door or discarded), but materials used and stored in the building are unknown. Therefore, a grab-type sample will be collected for analysis of TPH for DRO, SVOC, and metals.

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- SS-6: Located on the east side of Blackcat Studios and the N.W. One Design. Soil staining and drums were noted during the site visit. A composite sample comprising two locations near the bay doors will be collected for analysis of TPH for DRO, SVOC, metals, and PCB. However, the VOC sample will be collected from a single location based on best professional judgment to minimize loss of volatile organics while homogenizing the composite sample.
- SS-7: Located in the northern portion of the site near an area where carboy containers were discarded. The content of the carboys is unknown and historic contents that may have been released are unknown, so a grab-type sample will be collected for analysis of TPH for DRO, VOC, SVOC, TBT, and metals.
- SS-8: Located outside of the perimeter fence along the access road in the southern portion of the site where ODOT has material stored. The site has been noted as an unauthorized dumping area (PBSE 1993) and public access is not restricted in this area. A grab-type sample will be collected for analysis of TPH for DRO, VOC, SVOC, PCB, and metals will be tested.
- SS-9: Located in the general area of the Mark Even Construction dock. A discretionary riverbank sample will be collected to help determine additional contaminated areas based on field observations considering potential stormwater runoff. Analysis will include VOC, SVOC, TBT, and metals based on best professional judgment.
- SS-10: The location of this sample will be between the Transversal International Corporation trailer and the pier which lies to the south, adjacent to the river. A discretionary riverbank sample will be collected to help determine additional contaminated areas based on field observations considering potential stormwater runoff. Analysis will include SVOC and metals based on best professional judgment.
- SS-11: Located south of the St. Johns Bridge adjacent to the Willamette River. A discretionary riverbank sample will be collected to help determine additional contaminated areas based on field observations considering potential stormwater runoff. Analysis will include SVOC and metals based on best professional judgment.

5.4 SURFACE WATER AND SEDIMENT SAMPLING

Sediment samples will be collected from five locations in the Willamette River adjacent to the shoreline along the length of the Marine Finance site, which includes an upstream sample location (SD-6) serving as a background sample, and another sediment sample will be collected from the seep area in the northern portion of the site. A surface water sample will also be collected from the seep before the sediment sample is collected. The other surface water sample will be collected from the drainage pipe in the northern portion of the site.

Sediment samples will be collected from the 0 – 30 cm depth in the biologically active zone at all locations and additionally in the 30 cm to 90 cm interval at each Willamette River location. The sediment sample locations are depicted on Figure 5-1. No outfalls from the site discharge directly to the Willamette River, but potential site contamination could be transported to the sediments by overland surface water flow during storm events or from operations along the shoreline. Additionally, potential site contamination could be transported to the Willamette River through

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the seep and/or the drainage pipe. The sample locations in the Willamette River are based on runoff from areas of the site where past operations may have caused releases of hazardous substances as discussed in Section 3.0. Actual sample locations will be determined in the field based on: (1) approximate locations represented on Figure 5-1 using available landmarks; (2) best professional judgment to select a sample location that will best represent potential contamination in the area; and (3) offsetting required if the sampling platform (boat) cannot reach the location.

Except for SD-5, all sediment sampling points in the Willamette River are located approximately 50 feet from the shoreline because it is assumed that suspended solids carried in stormwater runoff from the site would fall from suspension and be deposited as sediment at an average distance of 50 feet. The sediment samples (SD-4 and SD-5) near the Hendren Tow Boat operations will be located immediately downstream of the operations for assessment of potential releases from these operations. Also, it is assumed that no significant dredging of the channel would occur within 50 feet of the shoreline, so little disturbance of the sediment or re-depositing of other sediment should result. The sediment sample from the seep will be collected within the seep pool itself.

Sediment samples will be tested for TPH for DRO, TPH for hydrocarbon identification (HCID), SVOC, TBT, and metals. PCB will also be tested at most locations. Sediment samples from the Willamette River will also include TOC, total solids and grain size, and water content. Surface water samples will be tested for VOC, SVOC, and metals. Concentrations will be compared with baseline values in the Portland Harbor Sediment Management Plan. The rationale for each location is described below:

- SD-1/SW-1: Located in the seep pool in the northern portion of the site northwest of Mark Even Construction. Both a surface water and a sediment sample will be collected from the seep to determine if potential contaminants from the upgradient areas are being transported to the seep and potentially to the Willamette River. As indicated in Section 3.0, general disposal, including carboys, was noted in the upgradient areas, but the contents and potential historic releases in the area are unknown. Potential contaminants are POL, solvents from painting operations, paints and antifoulant biocide paints, herbicides, PCB, and metals from drums and scrap metal storage. TPH for DRO, TPH for hydrocarbon identification (HCID), SVOC, TBT, PCB, metals, TOC, total solids, grain size, and water content will be tested in the sediment. The surface water sample will be analyzed for VOC, SVOC, and metals.
- SD-2: Located northwest and downstream of the Mark Even Construction dock (north dock) in an area where runoff from the site would accumulate. As indicated in Section 3.0, previous operations and the current Mark Even Construction operation potentially uses latex and oil-based paints, stains, antifoulant biocide paints, paint thinner, and related materials. Historic use of the north dock is unknown and therefore the potential historic releases are also unknown. Further, general disposal, including carboys, was noted in the upgradient areas, but the contents and potential historic releases in the area are unknown. Potential contaminants are POL, solvents from painting operations, paints and antifoulant biocide paints, PCB, and metals from drums and scrap metal storage. This location will be used to determine if contaminants have been transported from the site, and specifically operations at the north dock, have contaminated the sediments in the Willamette River. TPH for DRO,

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TPH (HCID), SVOC, TBT, metals, TOC, total solids, grain size, and water content will be tested.

- SD-3: Located north and downstream of the middle dock which is currently unused. Historic operations at the middle dock are unknown, but the upgradient area was used for scrap metal storage and an abandoned fuel line terminated adjacent to the dock. Therefore, it is inferred from the abandoned fuel line, adjacent scrap metal storage, and the central location of the dock on the Marine Finance site that the dock was previously used at a minimum for transfer of scrap metal to and from water vessels; the dock was also likely used to supply fuel from river tankers to the three USTs onsite and/or supply fuel to boats. It is also possible that other materials potentially associated with the site, such as transformers (PCB), solvents, and paints, may have been transferred to and from the site on this dock. Therefore, this location will be used to determine if POL, antifoulant biocide paints, PCB, or metals carried from the site, and specifically operations occurring at the middle dock, have contaminated the sediments in the Willamette River. TPH for DRO, TPH (HCID), SVOC, TBT, metals, PCB, TOC, total solids, grain size, and water content will be performed on the sediment.
- SD-4: Located north and downstream of the Hendren Tow Boat operations. As indicated in Section 3.0, the Hendren Tow Boat operations use POL, solvents, and likely incidental paint and associated products. Historic use of the dock is uncertain. Upgradient land use currently includes drum storage. The former warehouse was located upgradient and its foundation was later used to store materials. This location will therefore be used to determine if POL, antifoulant biocide paint, PCB, or metals carried from the site, and specifically operations occurring at the middle dock, have contaminated the sediments in the Willamette River. TPH for DRO, TPH (HCID), SVOC, TBT, PCB, metals, TOC, total solids, grain size, and water content will be tested.
- SD-5: Located north of, in the center of, and downstream of the Hendren Tow Boat operations. As with SD-4, this location will therefore be used to determine if POL, antifoulant biocide paint, herbicides, PCB, or metals carried from the site, and specifically operations occurring at the middle dock, have contaminated the sediments in the Willamette River. TPH for DRO, TPH (HCID), SVOC, TBT, PCB, metals, TOC, total solids, grain size, and water content will be performed on the sediment.
- SD-6: Located approximately 100 feet upstream of the Hendren Tow Boat operations as a baseline sample for the Marine Finance site. TPH for DRO, TPH (HCID), SVOC, TBT, PCB, metals, TOC, total solids, grain size, and water content will be tested.

Limited surface water is available on the site, notwithstanding the Willamette River. A seep is located near the north corner of the property adjacent to the shoreline, so a surface water sample will be collected to determine if the water discharging and migrating to the river shows any indicates of contamination from the site (see above for co-located sediment location SD-1). A drainage pipe is also located on the north side of the site that apparently de-waters a low-lying saturated area to the north of the site (i.e. on the adjacent property to the north). The water from this drainage pipe discharges and migrates across the site near the seep. Therefore, a surface water sample, location SW-2, will be collected if the drainage pipe is flowing to determine whether any indications of contamination are present and leaving the site. As indicated in Section 3.0, general disposal, including carboys, was noted in the upgradient areas, but the contents and potential historic releases in the area are unknown. Potential contaminants are POL,

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solvents from painting operations, paints and antifoulant biocide paints, PCB, and metals from drums and scrap metal storage. Both surface water samples will be sampled for VOC, SVOC, and metals.

Finally, a surface water sample of opportunity will be collected and analyzed for VOC, SVOC, and metals if runoff is discovered or encountered during any storm event. Best professional judgment will be used to select a sample location that will best represent potential contamination in the area.

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6.0 SAMPLING AND ANALYSIS PROGRAM

This section includes the field sampling plan, which describes the sampling procedures and analytical methods to be used for the samples collected from locations indicated in Section 5.0. Decontamination procedures and handling of IDW are also included.

6.1 FIELD AND SAMPLING PROCEDURES

The following describes collection procedures for soil, groundwater, surface water, and sediment samples.

6.1.1 Collection of Soil Samples

Both surface and subsurface soil samples will be collected at the site from the locations described in Section 5.0 and as depicted on Figure 5-1. Analyses required at each location are discussed in Section 6.4 and defined in Table 6-1.

Subsurface Soil Sampling Procedure

The subsurface soil sampling procedure involves driving a 1-inch (large bore) or 2-inch diameter (macro core), 2-foot or 4-foot-long, push probe sampler equipped with a polyvinyl chloride (PVC) or acetate liner or equivalent to the desired depth using a combination of hydraulic pressure and mechanical hammer blows. The specific type of sampler will be selected based on site conditions. A concrete coring machine may be required to remove concrete from some sample locations to allow drilling such as near the former warehouse. The DPT rig will be operated by an Oregon licensed driller. When the sampling depth is reached, the pin attaching the sampler's tip is released which allows the tip to slide up inside the sampler. The sampler is then driven another 2 or 4 feet (the length of the sampler) to collect a soil core and is withdrawn from the exploration.

All subsurface soil sample probes will be advanced 5 feet below groundwater to a maximum depth of 30 feet bgs. If refusal is met above a depth of 15 feet bgs, the borehole will be offset and sample aliquots collected starting at the depth of the refusal. Offsetting and additional borehole advancement will not be required if refusal is met after groundwater is intercepted.

The sampler is opened upon retrieval from the borehole and the liner with the soil core is removed. The sample interval will be labeled on the liner and an aliquot placed in a resealable plastic bag also labeled with the sample interval. Vapor measurements will be made on the soil using a photoionization detector (PID) equipped with a 10.6 electron-volt (eV) probe to screen for VOCs. Approximately 100 grams of soil will be placed in a re-sealable plastic bag labeled with the soil core interval and inverted several times then placed out of direct sunlight to reach

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equilibrium. After at least 5 minutes, the headspace in the bag will be monitored with the PID. This examination will be conducted on each soil core interval. Sample cores will be collected continuously for lithologic logging purposes using the Unified Soil Classification System (USCS), and for screening of the entire bore for evidence of contamination (i.e. PID screening and observation of olfactory and visual indications). The soil core interval with the highest PID reading or the most contaminated interval based on visual, olfactory, and/or best professional judgment will be collected in appropriate sample containers for submission for analytical testing.

Surface Soil Sampling Procedures

Surface coverings, such as vegetation, debris, rocks, and obvious contamination (e.g. stained soil) will be removed using a decontaminated stainless steel trowel or spoon to expose the underlying soil. Any VOC sample will be collected immediately to minimize the loss of volatiles in compliance with extraction method SW5035. The surface soil interval, which is from the ground surface to approximately 6-inches bgs, will be selected based on the area closest to the surface in which a sample can be collected without significant interference from vegetation, debris, rocks, and obvious contamination. Vegetation, debris, and rocks will be removed from the sample aliquot to the extent practicable.

Composite samples will be collected from locations SS-3, SS-4, and SS-6. Locations SS-3 and SS-4 are located in the former scrap metal storage area, but the precise location of metal storage is uncertain. Therefore, composite samples will be collected from 4 points spaced approximately 25 feet apart at each location to improve the likelihood of capturing a point where scrap metal had previously been stored. It is assumed that an access aisle for scrap metal moving equipment would be approximately 25 feet wide. Therefore, a grid with 25-foot spacing will be established around the sample location. A sample aliquot measuring approximately one-half of the total volume required will be collected from each of the four corners of the grid after surface coverings, such as vegetation, debris, and rocks, are removed to expose the underlying soil. The sample will be homogenized in a stainless steel mixing bowl and then transferred to the sample containers. The sample for VOC analysis, however, will be collected as a grab sample from a single point at SS-3 and SS-4 which will be selected based on best professional judgment.

Location SS-6 comprises a total of 2 points to the east of the north Quonset hut near areas of soil staining. A sample aliquot measuring approximately one-half of the total volume required will be collected from each of the locations after surface coverings, such as vegetation, debris, rocks, and visible staining are removed to expose the underlying soil. Selection of the locations will be based on best professional judgment using indication such as soil staining, stressed vegetation, and other indications of likely discharges. The sample will be homogenized in a stainless steel mixing bowl and then transferred to the sample containers. The sample for VOC analysis, however, will be collected as a grab sample from a single point at SS-6 which will be selected based on best professional judgment.

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QA/QC Soil Samples

For QA/QC purposes, duplicate samples will be collected at a rate of 5 percent, or one in every 20 samples. Therefore, one duplicate soil sample will be collected. Subsurface soil duplicates will be collected by splitting a subsurface soil core in half longitudinally at a sampling interval to create two samples collected from the same depth. Surface soil duplicates will be collected by alternating collection of surface soil between the containers for the environmental and duplicate samples. Matrix spike/matrix spike duplicate (MS/MSD) samples will be collected at a rate of 5 percent, or one in every 20 samples. Therefore, one MS and one MSD soil sample will be collected for selected analyses. No equipment rinsates will be collected.

6.1.2 Collection of Groundwater Grab Samples

Groundwater grab samples will be collected from the borehole locations (Figure 5-1) and analyzed as discussed in Section 6.4 and defined in Table 6-1. Upon completion of the probe to approximately 3 feet below the water surface, the drill string will be removed and re-fitted with a temporary well point. Polyethylene tubing will be attached to the well point and threaded through the drill string during advancement. After reaching the total depth, the well point will be driven an additional 2 feet into native soil.

DPT probes will be advanced until groundwater is reached. Discretion and the judgment of the DPT driller will be used to determine if a groundwater sample is not able to be collected due to repeated refusal.

Each temporary well point will be purged of three hole volumes using a hand operated inertia pump prior to sampling if possible. The depth of the boring, the approximate depth to water, the calculated casing volume, and the actual volume of water purged will be documented in the field logbook and on the sample collection form. If the well purges dry, the purging will be considered complete. If the well is purged dry, it will be allowed to recover to at least 50% of its original volume before sampling is performed. The wells will be purged using a hand operated inertia pump.

After purging, groundwater samples will be collected using the same methodology used for purging. The pumping rate will be slowed to avoid agitation of the water and off gassing of VOCs. VOC samples will be collected first and then SVOCs and remaining analyses.

QA/QC Groundwater Samples

For QA/QC purposes, duplicate samples will be collected at a rate of 5 percent, or one in every 20 samples sample for chemical analysis. Therefore, one duplicate groundwater sample will be collected. Duplicate samples will be collected by alternating the filling of environmental and

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duplicate sample containers. MS/MSD and equipment rinsate samples will not be collected for analysis because these groundwater data are considered screening level data.

6.1.3 Sediment Sampling

Shallow sediment samples from the biologically active zone less than 30 cm below the sediment and water interface will be collected using an Ekman Dredge™, gravity coring, or equivalent bottom dredge sampling method from a boat to retrieve sediment from the Willamette River. The 30 cm to 90 cm interval below the sediment and water interface from the Willamette River sediments will be collected using a gravity corer.

With the exception of SD-5, all sediment samples from the Willamette River will be collected from approximately 25 feet from shore as indicated in Section 5.4. SD-5 will be collected between SD-4 and the shore immediately downstream of the Hendren Tow Boat operations. A subcontractor which operates a licensed and insured boat compliant with all U.S. Coast Guard (USCG) requirements will perform the sediment sampling, but Jacobs will collect, control, and document all samples.

A differential global positioning monitoring system will be used to determine the sample collection location to a horizontal accuracy of within 3 meters. Each sampling location will be tied to the North American Vertical Datum NAVD to allow conversion to latitudes and longitudes. The boat captain will maintain the boat in the appropriate position or will use a 3-point anchor system to maintain the sample collection location within 3 meters. The sediment sampler will then be lowered from the side of the boat to the bottom of the river for collection of a sediment aliquot. The aliquot will be retrieved and immediately transferred to the appropriate sample containers. All reasonable efforts will be made to minimize aeration or rinsing of the sample during retrieval.

The sediment sample from the seep (SD-1) will be collected using a stainless steel trowel or spoon from the seep pool. The sediment samples will be placed into glass sample jars for shipment to the analytical laboratory.

QA/QC Sediment Samples

For QA/QC purposes, duplicate samples will be collected at a rate of 5 percent, or one in every 20 samples sample for chemical analysis. Therefore, one duplicate sediment sample will be collected. Duplicate samples will be collected by splitting the sediment sample aliquot between environmental and duplicate sample containers. MS/MSD samples will be collected at a rate of 5 percent, or one in every 20 samples sample for chemical analysis. Therefore, one MS and one MSD sediment sample will be collected. Equipment rinsate samples will be collected once per day to evaluate adequacy of decontamination of sample collection equipment.

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6.1.4 Surface Water Sampling

Surface water samples will be collected from the two locations depicted on Figure 5-1. Analyses required at each location are discussed in Section 6.4 and defined in Table 6-1. The surface water sampling procedure involves collecting an aliquot of surface water discharge from the water body or flow in a Teflon beaker. The aliquot will be collected in a reasonable manner that reduces aeration of the water to minimize offgassing of volatile organics. The aliquot will immediately be transferred directly to the VOC sample containers and then to containers for the SVOCs and remaining analyses.

QA/QC Surface Water Samples

For QA/QC purposes, duplicate samples will be collected at a rate of 5 percent, or one in every 20 samples. Therefore, 1 duplicate sample will be collected from the 2 locations. Duplicates will be collected by alternating the filling of the environmental and duplicate sample containers. MS/MSD samples and equipment rinsates will not be collected.

6.2 ANALYSES FOR CHEMICALS OF CONCERN

A commercial analytical laboratory will be procured for performing the required chemical analyses on the surface and subsurface soil, sediment, surface water and groundwater samples. Samples will be analyzed on a standard turnaround time (30 calendar days). The chemicals-of-concern at this site, as discussed in Section 3.0, are petroleum-based products used as fuel and for lubrication, including diesel, gasoline, oils, and lubricants; paints, stains, and antifoulant biocide paint; solvents; PCB; as well as metals stored or processed at the site as part of scrap metal operations. Therefore, the analytical program will focus on analysis for TPH, VOCs, SVOCs, PCB, and metals. TBT in the sediment and selected soil locations will be analyzed.

The purpose of this investigation is to determine whether hazardous substances have been released or are threaten to be released at the Marine Finance facility and have been transported to Willamette River sediments. The above analyses will identify the most likely contaminants from current operations and persisting from historic operations and includes identification of tentatively identified compounds because of the uncertainty of previous site operations and storage. However, it is not a comprehensive list of potential contaminants of concern. Therefore, future investigations may be required to fill data gaps pending data from this preliminary investigation.

Soil and Sediment Samples

Table 6-1 indicates the sample analysis required for the 5 subsurface soil, 11 surface soil, and the 11 sediment samples. Most soil and sediment samples will be analyzed for diesel range organics

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by NWTPH-Dx, SVOC by SW8270C, PCB by SW8082, and metals by SW6010B. Because the type of scrap metal stored onsite is unknown, priority pollutant metals under SW6010B will be analyzed, including antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc. Most soil samples will be analyzed for VOC by SW5035/8260B, however, sediment samples will not include VOC analysis. All sediment samples and select soil samples will also be tested for TBT by the Krone method (Krone et al 1989). However, chemical analyses required are based on the known and/or suspected historical activities at specific locations, so the complete list of soil and sediment samples and associated analytical requirements is included in Table 6-1. Table 6-2 summarizes the number of environmental and quality control samples required.

The sediment samples will also include TPH (HCID) by NWTPH-HCID, TOC by SW9060, total solids and grain size by the American Society for Testing and Materials (ASTM) D422, and water content by ASTM D2216 (ASTM 1998a and 1998b).

One soil sample will be a duplicate sample and one sample will be a double volume for matrix spike/matrix spike duplicate (MS/MSD) QA/QC. A trip blank will be submitted to the laboratory for QA/QC purposes with each sample cooler containing samples for VOC analysis.

Groundwater Samples

Groundwater samples from 7 locations indicated in Table 6-1 and depicted on Figure 5-1 will be analyzed for VOCs (SW8260B) and SVOCs (SW8270C). Three locations will also include TPH analysis (NWTHP-Dx) and five locations will include metals (SW6010B). Because the type of scrap metal stored onsite is unknown, priority pollutant metals under SW6010B will be analyzed.

One groundwater sample will be a duplicate sample. A trip blank will be submitted to the laboratory for QA/QC purposes with each sample cooler containing samples for VOC analysis. An equipment blank will not be collected.

6.3 SAMPLE ANALYSIS REQUIREMENTS

Table 6-2 summarizes the number of environmental (investigation) samples and field quality control samples, including duplicates, trip blanks, and MS/MSDs, required for each analysis in the soil, sediment, and groundwater. Table 6-1 indicates the specific sample analyses required at each location for the media sampled. Table 6-3 indicates the requirements for sample container specifications, number of sample containers, holding times, preservatives for each analysis.

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6.4 DECONTAMINATION

To prevent cross contamination between sampling events, clean unused or dedicated sampling equipment (e.g., groundwater sampling tubing, and containers) will be used when possible for each sampling event and discarded after use. Non-disposable items will be cleaned by washing with detergent (Alconox) solution, rinsing with tap water, followed by a de-ionized water rinse.

6.5 INVESTIGATION DERIVED WASTE

IDW will consist of soil left over from sampling, decontamination water, purge water, and PPE. PPE will be disposed of as solid waste.

IDW from the boreholes will be minimized because DPT will be used, but the soil cores not selected for laboratory analysis will require disposal. IDW will be placed in a properly labeled drum and stored on the site until the analytical results from the soil samples are available. The drum storage location will be coordinated with Marine Finance representatives. It is anticipated that the analytical data from the samples collected during the investigation will be sufficient to classify the IDW for proper disposal. The drum will be left onsite for later disposal at an unspecified time.

Decontamination and purge water will be placed in a properly labeled drum and stored on the site. This drum will be stored adjacent to the soil drum in a location agreed to by Marine Finance representatives. A wastewater sample will be collected from the drum for waste characterization analysis. The drum will be left onsite for later disposal at an unspecified time.

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7.0 QUALITY ASSURANCE PLAN

The following sections describe the testing and analytical procedures for the investigation activities to be performed for the Marine Finance XPA including data quality objectives, sample collection and quality control procedures, analytical quality control procedures, data quality management, and quality assurance oversight.

7.1 DATA QUALITY OBJECTIVES

The quality assurance objectives of this project are to develop and implement procedures to provide data of known and appropriate quality. Data quality is assessed by accuracy, precision, representativeness, completeness, and comparability.

The purpose of the Marine Finance XPA is to determine whether hazardous substances have been released or threaten to be released at the Marine Finance facility from current or historic operations and have been transported to Willamette River sediments. Sampling results will be used to assess the contaminant migration pathways and exposure pathways, which were discussed in Section 4.0, including the groundwater pathway of exposure, the air pathway of exposure, the direct contact pathway of exposure, and the surface water and sediment pathways of exposure.

Limited previous environmental investigations have been conducted, so this XPA will provide the foundation for any future investigations deemed necessary. If contamination is identified, the soil, sediment, and surface water data collected will be of sufficient quality to:

- Assess the nature and extent of contamination at the site;
- Assess risk to human health and the environment;
- Assess potential injuries to natural resources, impairment of beneficial uses, and impacts to threatened and endangered species;
- Assess potential contribution to contamination in the Portland Harbor.

While the data quality may be of sufficient quality to meet these objectives, the XPA is not meant to complete assessment of these potential later objectives. Therefore, the subcontracted laboratory will compile and report the analytical results to Jacobs in format allowing determination of data quality relative to USEPA Level III criteria. Groundwater data will only be of screening quality due to the sample collection method and will therefore not achieve USEPA Level III criteria. Data validation is discussed in Section 7.5.

Groundwater data, however, will only be screening level type data and therefore USEPA Level I criteria will be sufficient. These data will not be of sufficient quality to provide the same information as the soils, sediment, and surface water. Groundwater monitoring wells may need to

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be installed in the future depending on the screening level results obtained from this study for collection of groundwater samples to obtain data sufficient to characterize the site.

Table 7-1 presents a summary of the analytical parameters to be investigated and the required quantitation limits and quantitative data quality objectives (DQOs).

7.1.1 Accuracy

Accuracy is the measure of the degree of agreement between an analytically determined value and the true accepted value. Accuracy of the analytical procedure is measured by spiking a blank sample with known analytes and surrogates at known concentrations and carrying the spiked blanks through the analyses. The blank matrix for water is laboratory-pure water; the blank matrix for soils or sediments for organic analyses is Ottawa sand or other soil or sand that is well characterized.

7.1.2 Precision

Precision of the data is a measure of the variability when repetitive measurements are taken on the same sample. For duplicate measurements, precision can be expressed as the relative percent difference (RPD). The field duplicate will be carried through the entire analytical procedure. For organic analyses, precision is measured through the preparation and analysis of a matrix spike. The level of effort for precision measurements will be a minimum of one sample in 20 samples or one per batch.

7.1.3 Representativeness

Representativeness is an unquantified QC criterion. It is a qualitative measure of the similarity of results for different samples so that confidence may be established that the data set truly represents the site. Representativeness is reflected through the degree of agreement among field duplicate samples, the formation of patterns of concentrations spatially, and the consistency of seeing specific analytes.

7.1.4 Completeness

Completeness from the analytical perspective is the ratio of the valid results obtained to the total number of results expected. For multi-analyte methods, a completeness factor may be applied to each sample. The completeness factor is a measure of the fraction of valid results for a single sample.

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7.1.5 Comparability

Comparability is another unquantified QC criterion. Qualitatively, comparability is a measure of the uniformity and consistency of applying sampling and analytical methods so that the data sets may be compared from one site to another, one period to another, or among different operators. To achieve comparability, strict and well-defined protocols, such as standard operating procedures (SOPs) and USEPA analytical methods, will be used for both sampling and analysis. Data will be reported in consistent units as specified in the analytical methods or SOPs.

7.2 FIELD QUALITY ASSURANCE/QUALITY CONTROL

A QA/QC program will be implemented to ensure that the data collected are of acceptable and documented quality. Field QC samples will be submitted to ensure that the sampling procedures and the laboratory's measurement system are operating properly. This will be accomplished by the analysis of trip blanks and matrix spike samples. The concentration of the matrix spike sample is known to the analyst in the laboratory. Laboratory QC samples exceeding control limits require that corrective action be applied until the obtained results are within program acceptance limits. The use of control charts and quality control limits maintain sample quality; QC samples control data quality.

Field QC samples will be submitted to the laboratory in such a way that the analysts can not bias the results. Such samples will be submitted to the laboratory "blind" in the form of field duplicates. Results from QC sample analyses will be evaluated independently to ensure the integrity of the sample data with respect to DQOs.

7.2.1 Trip Blanks

Trip blanks (or transport blanks) will be analyzed to determine if volatile contamination is occurring during the storage of empty sample containers and transport of the samples on and from the site. Trip blanks will be prepared by the analytical laboratory [40-milliliter (ml) volatile organic analysis (VOA) vials containing laboratory-grade reagent water per trip blank] and sent with the coolers to the site. The sampling team will carry them into the field as samples are being collected. One trip blank will be included in each cooler.

7.2.2 Field Duplicate Samples

Collection and analysis of field duplicate samples provide an overall estimate of variability (precision) associated with sample collection and analysis. Field duplicates will be submitted at a frequency of one for every 20 field samples collected (5 percent). Field duplicates, collected as either co-located samples or split samples, will be collected in as identical a manner as possible to minimize sampling variability.

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7.2.3 Matrix Spike Samples

Matrix spike samples are duplicate field samples prepared and analyzed by the laboratory to measure precision and assess matrix effects. The sample is split into three aliquots and known concentrations of analytes are added (spiked) to each of the aliquots before sample preparation. All three aliquots are then analyzed. The recovered spiked analytes are then calculated and compared to each other. Additionally, matrix effects inherent in the specific sample will be evaluated by comparing the results to the spiked blank. Matrix spike samples are submitted at a frequency of one for every 20 field samples collected (5 percent). Therefore, one sample will be analyzed a total of three times: once for the normal sample, once for the matrix spike, and once for the matrix spike duplicate. MS/MSD samples will only be run for selected analyses.

7.3 FIELD EQUIPMENT

During site sampling activities, and to meet the requirements of the HSP, ambient air quality will be monitored for organic vapors. A PID will be used for this purpose. Groundwater sampling operations will require measurement of water quality parameters, including specific conductance, pH, temperature, and dissolved oxygen. Instruments that will be used to measure these parameters will be calibrated, maintained, and decontaminated according to manufacturers' recommendations.

7.4 SAMPLE CUSTODY

Proper sample custody procedures are essential to provide legally defensible results for possible use in a court of law. Implementation of proper chain-of-custody procedures will ensure that custody is documented for every step in the handling of the sample. A sample is considered "in custody" if:

- It is in your possession;
- It is in your view, after being in your possession;
- It was in your possession and you placed it in a secured area; or
- It is in the designated secure area.

7.4.1 Field Documents

Bound and controlled field notebooks will be used to document sampling activities. Entries into the field logbook and field data forms will be made legibly and completely. Each entry will include the sample location, station number, and sample identification number. Field observations will be recorded with pertinent information necessary to explain and reconstruct field activities.

Field data forms will be submitted to, and reviewed by, the assigned field team leader. Data will be checked for completeness, accuracy, and adherence to sampling protocols. Inconsistencies or deviations from planned sampling will be identified promptly and dealt with immediately.

The laboratory receiving the samples to be analyzed will provide the final sign-off on the chain-of-custody record. The receiving agent for the laboratory is responsible for inspecting all coolers, verifying the integrity of the custody seals and contents, and confirming that each sample received is as denoted on the attached chain-of-custody record. Any problems in the transportation or condition of samples will be brought to the attention of the Project Manager as soon as possible before the initiation of any analyses. Samples will be logged in serially numbered standard laboratory tracking report sheets and secured in controlled refrigerated sample storage areas, as necessary, before analysis.

7.4.2 Sample Labels

The sample label will be used to identify each individual sample. The label will correspond to information contained in the chain-of-custody form. The sample label will contain the following:

- Project Name
- Project Number
- Sample Number
- Date of Sample Collection
- Time of Sample Collection
- Sampler's Initials
- Preservatives Used
- Analyses Requested

Each sample container will have a label. The label will be attached to the exterior of the container and covered with transparent tape. To prevent the label from getting wet, each sample container will be placed in a plastic Ziplock® or equivalent bag.

7.4.3 Custody Seals

Custody seals are tapes that are attached across the opening of the cooler after packing of the cooler is complete. Because these seals are exposed, it is possible that a seal will be broken accidentally during shipping. Therefore, more than one seal will be placed on each cooler. The custody seal will be signed and dated by the individual relinquishing the custody of samples.

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7.4.4 Chain-of-Custody Procedures

Chain-of-custody records will be generated for each sample collected. Each chain-of custody will contain detailed sampling information enabling the sampler to collect and ship the samples to the contract laboratory. The chain-of-custody record will be initiated by the sampler who collects the field sample. Whenever a sample is transferred to another responsible party, the chain-of-custody record will be signed by the person relinquishing the samples and the receiving agent. The original chain-of-custody record will accompany samples in each cooler shipped and a copy of the chain-of-custody retained in the project file.

7.4.5 Corrections to Field Documentation

Original data recorded in field logbooks, calculation briefs, field data forms, custody records, and other data sheet entries will be written with waterproof ink. Corrections will be made by marking through the incorrect entry with a line and initialing and dating the marked correction. All unused or replaced sample labels and chain-of-custody forms will be marked "void," signed and dated by the field team leader, and retained in project files.

7.5 DATA REDUCTION, VALIDATION, AND REPORTING

Initial data reduction and validation at the laboratory will be carried out as specified by the respective analytical methods. All samples shipped to the laboratory will be grouped into a sample delivery group (SDG). For each SDG, the complete results package will be due within 30 days from receipt of the samples. The laboratory will be responsible for reviewing all the data and assuring that the package submitted is correct based on the raw data.

Data validation will consist of reviewing the laboratory data against the analytical methods and protocols established for this investigation according to the professional judgment of the Jacobs Project Chemist. The evaluation of the utility of the data will be based on the results of the QC samples, the level of contamination of samples indicated by blank analysis, and the overall indications of interferences due to contamination.

7.5.1 Data Assessment Procedures

Data assessment will follow the data review and validation procedures described above. An assessment report will summarize the findings of the data review/validation as relevant to project usage. Data accuracy, precision, and completeness values will be summarized in the assessment report.

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7.5.2 Quality Assurance Reports

A quality assurance report, or data validation report, will be prepared by the Project Chemist or Field Team Leader concerning the performance of sample collection and data quality. The quality assurance report will include the following:

- Assessment of accuracy, precision, representativeness, completeness, and comparability;
- Evaluation of holding time compliance for extraction and analysis;
- Evaluation of reporting limits;
- Significant QA problems and recommended solutions.

In addition, sampling and data quality information will be summarized and included in the report of the investigation. The data validation reports will be included as an appendix to the XPA summary report Section 9.0.

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8.0 HEALTH AND SAFETY PLAN

The Jacobs site-specific HSP and safe plan of action (SPA) is included as Appendix D.

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9.0 REPORTING

After the field activities are completed and the analytical results are available, an XPA Summary Report documenting the field activities, analytical results, and conclusions will be prepared. The objective of the XPA Summary Report is to document the data supporting a conclusion whether a site is releasing, has released, or could release hazardous substances to the environment. Sample analytical results will be presented in tabular form and a brief narrative summary will be included in the text of the report. The report will be prepared as a draft for review by the DEQ. Upon receipt and review of DEQ's comments, a Final Report will be issued.

The XPA Summary Report will discuss: 1) the rationale for the sampling program and methods used to implement it; 2) analytical results; and 3) additional site information obtained during the XPA investigation. The XPA Summary Report will also include information on sampling objectives, field procedures, analytical QA/QC, and any deviations to the work plan.

The report will follow a general outline:

Section 1.0, Introduction, which will include information about the site, location, who performed the work, for whom the work was performed, and under what authority.

Section 2.0, Site Background, which will include a brief description of the physical characteristics of the site and immediately adjacent areas, current and historical use, and apparent problems at the site, such as all areas where hazardous substances are known or suspected to have been released.

Section 3.0, Sampling Objectives, which will summarize the objectives of the sampling event, including media sampled, sampling objectives, data gaps to be completed, and information to be gained.

Section 4.0, Sampling Activities Performed, which will describe all sampling activities performed including any deviations to the work plan. The following information for each media as appropriate will be included: 1) sample locations and numbers; 2) sample type; 3) depth or elevation of sample interval; 4) physical description; 5) sampling procedures, construction details, and tools used; 6) weather; and 7) any deviations to the work plan.

Section 5.0, Sampling Results, which will include a brief narrative summary of all analytical data categorized by media and a summary of data quality and usability. Analytical data will be presented in tabular form and all summary data and data validation reports (see Section 7.5.2) will be included as appendices.

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Section 6.0, Other Data Collected, which will present other incidental site information gathered, such as conversations with site personnel and/or local residents, observation of current operations and deliveries, etc.

Section 7.0, Summary and Conclusions, which will summarize the results of the XPA investigation and whether the information indicates that the Marine Finance site is releasing, has released, or could release hazardous substances to the environment.

Section 8.0, References, which will include citations to all documents and information referenced in the XPA Summary Report.

Tables included in the XPA Summary Report will include summary analytical data for each media and analytical data reported above the detection limits (hits table). Figures will include a site location map and sample location maps for each media as appropriate.

Appendices will include photographs, background documentation (e.g., sample collection forms, boring logs, logbook entries, field notes), analytical data summary reports and validation reports, and IDW management documentation.

10.0 SCHEDULE

The work schedule proposed for field activities and report preparation, including the initial technical coordination and utility clearance activities, is presented below. Certain assumptions have been made concerning the duration of the fieldwork, laboratory turnaround time and report presentation. Variations from these assumptions could result in increased or decreased time in the work schedule. As work progresses, the Project Manager will continually revise the schedule and update the DEQ regarding the project status.

Marine Finance XPA Schedule

1.	Submit Revised Final Work Plan	05 July 2000
2.	Submit budget and assumptions proposal (BAP)	30 June 2000
3.	DEQ approves Final Work Plan and BAP issues Notice to Proceed	21 July 2000
4.	DEQ and Jacobs obtain site access agreements, utility clearance, conduct initial technical coordination and preparation for field work	17 July through 28 July 2000
5.	Perform Field Work	31 July through 11 August 2000
6.	Laboratory Analysis due (30 day turnaround)	12 September 2000
7.	Submit Draft XPA Report	12 October 2000
8.	DEQ provides comments	10 November 2000
9.	Submit Final XPA Report	24 November 2000

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Table 2-1

Results Above Portland Harbor Baseline Maximum Values
Portland Harbor Sediment Study

	Sample Location				
Analyte (units)	SD055 (downstream)	SD055-C (Marine Finance)	SD057 (upstream)	SD057-C (upstream)	Portland Harbor Sediment Baseline Maximum Value
Copper (ppm)	18.8	**64**	37.8	36.8	60
Lead (ppm)	9	**31**	9	16	30
Mercury (ppm)	0.02	**0.13**	0.04	**0.15**	0.1
Nickel (ppm)	17.3	**33**	28	28.1	32
Zinc (ppm)	67.3	**178**	89.6	91.3	118
2-Methylnaphthalene (ppm)	<19	**1400**	45	60	150
Benzoic Acid (ppm)	<190	**<1900**	<190	**240**	<200
Carbazole (ppm)	31	**370**	**210**	34	100
Dibenzofuran (ppm)	<19	**1300**	52	32	100
Total LPAHs (ppm)	212	**69410**	**932**	**3447**	700
Total HPAHs (ppm)	1750	**136300**	2085	**18950**	2400
TOC (%)	1	**2.2**	1.2	1.2	2
Water Depth (ft)	23	23	13	13	-------
Sample Depth (cm)	0-10	0-90	0-10	0-90	-------

(DEQ, September 1999)

Note: **Bolded** values exceed the Portland Harbor Sediment Baseline Maximum Value.

Table 6-1

Summary of Samples and Laboratory Analyses
Marine Finance, Portland, Oregon

Sample Identification	Matrix	Analysis	Method Reference	Rationale[1]
SB-1/GW-1	Soil	TPH (diesel), VOC, SVOC, PCB, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, SW6010B	Current drum storage area and near north end of former structure also used as material staging area. Contents and potentially released materials are unknown.
	Water	TPH (diesel), VOC, SVOC, metals[2]	NWTPH-Dx, SW8260B, SW8270C, SW6010B	Same as for SB-1. Looking for indications that releases in soil are leaching into groundwater and potentially migrating to the Willamette River.
SB-2/GW-2	Soil	TPH (diesel), VOC, SVOC, PCB, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, SW6010B	Former location of a structure that was demolished in the early 1960s. Operations and storage within the building are unknown. The foundation was later used for staging of other unknown materials.
	Water	TPH (diesel), VOC, SVOC, metals[2]	NWTPH-Dx, SW8260B, SW8270C, SW6010B	Same as for SB-2. Looking for indications that releases in soil are leaching into groundwater and potentially migrating to the Willamette River.
SB-3/GW-3	Soil	TPH (diesel and gasoline), VOC, SVOC, PCB	NWTPH-Dx, NWTPH-Gx, SW5035[3]/8260B, SW8270C, SW8082	Former gasoline and diesel USTs were located in this area. Also, releases and/or disposal of hazardous substances from the Quonset hut are possible near the bay door based on field observations during the site walk.
	Water	VOC, SVOC	SW8260B, SW8270C	Same as for SB-3. Looking for indications that releases in soil are leaching into groundwater and potentially migrating to the Willamette River.
SB-4/GW-4	Soil	TPH (diesel)	NWTPH-Dx	A former 20,000-gallon diesel UST was located in this area.
	Water	VOC, SVOC	SW8260B, SW8270C	Same as for SB-4. Looking for indications that releases in soil are leaching into groundwater and potentially migrating to the Willamette River.
SB-5/GW-5	Soil	TPH (diesel), VOC, SVOC, TBT, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, Krone method, SW6010B	Metal storage in the region as well as a fuel line adjacent to the dock.
	Water	TPH (diesel), VOC, SVOC, metals[2]	NWTPH-Dx, SW8260B, SW8270C, SW6010B	Same as for SB-5. Looking for indications that releases in soil are leaching into groundwater and potentially migrating to the Willamette River.
GW-6	Water	VOC, SVOC, metals[2]	SW8260B, SW8270C, SW6010B	Area used for general storage, also downgradient from possible contamination sources.
GW-7	Water	VOC, SVOC, metals[2]	SW8260B, SW8270C, SW6010B	Area used for general storage, also downgradient from possible contamination sources.

Table 6-1

Summary of Samples and Laboratory Analyses
Marine Finance, Portland, Oregon

Sample Identification	Matrix	Analysis	Method Reference	Rationale[1]
SS-1	Soil	TPH (diesel), VOC, SVOC, PCB, TBT, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, Krone method, SW6010B	Current drum storage area and near north end of former structure also used as material staging area. Contents and potentially released materials are unknown.
SS-2	Soil	TPH (diesel), VOC, SVOC, PCB, TBT, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, Krone method, SW6010B	Near south end of former structure area which was also used as material staging area after the building was demolished. Contents and potentially released materials are unknown.
SS-3	Soil	TPH (diesel), SVOC, PCB, metals[2]	NWTPH-Dx, SW8270C, SW8082, SW6010B	Former scrap metal storage area and oil stain.
SS-4	Soil	TPH (diesel), PCB, metals[2]	NWTPH-Dx, SW8082, SW6010B	Former scrap metal storage area.
SS-5	Soil	TPH (diesel), SVOC, metals[2]	NWTPH-Dx, SW8270C, SW6010B	Near bay door of Quonset hut where unknown hazardous substances may have been released and/or discharged. Area was noted to have soil stains and poor housekeeping during the site visit.
SS-6	Soil	TPH (diesel), VOC, SVOC, PCB, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, SW6010B	Near drum storage and area was noted to have soil stains and poor housekeeping during the site visit.
SS-7	Soil	TPH (diesel), VOC, SVOC, TBT, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, Krone method, SW6010B	Near area where disposal of carboys was noted during the site visit. Contents of the carboys and other discharged containers and materials are unknown.
SS-8	Soil	TPH (diesel), VOC, SVOC, PCB, metals[2]	NWTPH-Dx, SW5035[3]/8260B, SW8270C, SW8082, SW6010B	Near area where ODOT has materials staged and area where previous unauthorized dumping may have occurred.
SS-9	Soil	VOC, SVOC, TBT, metals[2]	SW5035[3]/8260B, SW8270C, Krone method, SW6010B	Discretionary sample will be collected based on field observations
SS-10	Soil	SVOC, Metal	SW8270C, SW6010B	Discretionary sample will be collected based on field observations
SS-11	Soil	SVOC, Metal	SW8270C, SW6010B	Discretionary sample will be collected based on field observations

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Table 6-1

Summary of Samples and Laboratory Analyses
Marine Finance, Portland, Oregon

Sample Identification	Matrix	Analysis	Method Reference	Rationale[1]
SD-1 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Seep downgradient of an area that was noted to have discarded carboys with unknown contents and soil staining.
SD-2 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of drum and materials storage as well as from historic use of the northern pier currently used by Mark Even Construction.
(30-90cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-ID, SW8270C, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of drum and materials storage as well as from historic use of the northern pier currently used by Mark Even Construction.
SD-3 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of scrap metal and materials storage, releases from the fuel line, as well as from historic use of the middle pier
(30-90cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of scrap metal and materials storage, releases from the fuel line, as well as from historic use of the middle pier
SD-4 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of drum and materials storage as well as from historic use of the southern pier currently used by Hendren Tow Boat.
(30-90cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Sediment carried off of the site by stormwater runoff from areas of drum and materials storage as well as from historic use of the southern pier currently used by Hendren Tow Boat.

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Table 6-1

Summary of Samples and Laboratory Analyses
Marine Finance, Portland, Oregon

Sample Identification	Matrix	Analysis	Method Reference	Rationale[1]
SD-5 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Downstream from historic use of the southern pier currently used by Hendren Tow Boat.
(30-90cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Downstream from historic use of the southern pier currently used by Hendren Tow Boat.
SD-6 (0-30cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Baseline sample collected upstream from the Marine Finance site.
(30-90cm)	Sediment	TPH (diesel), TPH (HCID), SVOC, PCB, TBT, metals[2], TOC, total solids and grain size, water content	NWTPH-Dx, NWTPH-HCID, SW8270C, SW8082, Krone method, SW6010B, SW9060, ASTM D422, ASTM D2216.	Baseline sample collected upstream from the Marine Finance site.
SW-1	Water	VOC, SVOC, metals[2]	SW8260B, SW8270C, SW6010B	Seep downgradient of an area that was noted to have discarded carboys with unknown contents and soil staining.
SW-2	Water	VOC, SVOC, metals[2]	SW8260B, SW8270C, SW6010B	Discharge from a drainage pipe coming from an area that was noted to have discarded carboys with unknown contents and soil staining.
SWO-3[4]	Water	VOC, SVOC, metals[2]	SW8260B, SW8270C, SW6010B	Sample of opportunity during storm event.

1 – see also Section 5.0 for detailed rationale.

2 – priority pollutant metals (SW6010 list): Sb, As, Be, Cd, Cr, Co, Cu, Pb, Hg, Ni, Se, Ag, Th, Zn.

3 – soil samples for SW5035/8260B will be collected with an EnCore® sampler.

4 – surface water sample of opportunity may be collected from storm water runoff during a storm event.

*Sufficient sample volume will be collected for the laboratory to perform matrix spike/matrix spike duplicate (MS/MSD) analysis for QA/QC purposes at 1 soil location and 1 groundwater location.

AAC001518

Table 6-2

Sample Quantity Summary
Marine Finance, Portland, Oregon

Matrix	Analytic Method	Investigation Samples	Field QC Samples				TOTAL
			Dup	Rinsates	Trip Blank	MS/MSD[1]	
Soil	TPH – NWTPH-Dx	13	1	0	NA	2	16
	TPH – NWTPH - Gx	1	0	0	NA	0	1
	VOC – SW5035/8260B	10	1	0	NA	2	13
	SVOC – SW8270C	14	1	0	NA	2	17
	PCB – SW8082	9	1	0	NA	2	12
	TBT – Krone method	5	0	0	NA	0	5
	Metals – SW6010	14	1	0	NA	2	17
Sediment	TPH – NWTPH-Dx	11	1	1	NA	2	15
	TPH – NWTPH-HCID	11	0	0	NA	0	11
	SVOC – SW8270C	11	1	1	NA	2	15
	PCB – SW8082	9	1	1	NA	2	13
	Metals – SW6010	11	1	1	NA	2	15
	TBT – Krone method (Krone et al, 1989)	11	1	1	NA	2	15
	TOC – SW9060	11	0	0	NA	0	11
	Water Content – ASTM D2216	11	0	0	NA	0	11
	Soil Classification – ASTM D422	11	0	0	NA	0	11
Water[2]	TPH – NWTPH-Dx	3	1	0	NA	0	4
	VOC – SW8260B	10	1	0	3	0	14
	SVOC - SW8270C	10	1	0	NA	0	11
	Metals – SW6010B	8	1	0	NA	0	9

1 – MS/MSD samples are counted as 2 samples per MS/MSD set (i.e. one MS and one MSD)

2 – MS/MSD and equipment rinsate samples will not be collected for analysis because these groundwater data are considered screening level data.

Table 6-3

Sample Containers, Holding Times, and Preservatives
Marine Finance, Portland, Oregon

Analytical Method	Matrix	Sample Container	Preservative	Hold Time (days) (extract / analysis	Number of Containers Required[1]
VOC – SW8260B	Soil	3 x EnCore® Sampler[2]	4°C	48 hours	48
	Water	3 x 40 ml vials	HCl, 4°C	14	46
SVOC – SW8270C	Soil/Sed	1 x 125 ml glass jar	4°C	14/40	34
	Water	2 x 1 liter amber glass	4°C	7/40	24
TPH – NWTPH-Dx	Soil/Sed	1 x 125 ml glass	4°C	28	34
	Water	1 x 1 liter amber glass	4°C	28	5
TPH – NWTPH-Gx	Soil	1 x 125 ml glass	4°C	28	1
PCB – SW8082	Soil/Sed	1 x 250 ml glass jar	4°C	14/40	28
TBT – Krone method	Soil/Sed	1 x 125 ml glass	4°C	180	22
Metals	Soil/Sed	1 x 250 ml glass jar	4°C	180	35
	Water	1 x 500 ml poly	4°C, HNO_3	180	10
TOC – SW9060	Sed	1 x 125 ml glass	4°C	7	12
Water Content	Sed	1 x 125 ml glass	NA	NA	12
Soil Classification	Sed	1 x 125 ml glass	NA	NA	12

Notes:

1 – Includes 5% extra for poly containers and 10% for glass.
2 – Required 3 x EnCore samplers per analysis (EnCore samplers used for SW5035 instead of methanol preservation).

Table 7-1

Analytical Procedures Summary
Marine Finance, Portland, Oregon

Analyte	Media	Analytical Method	Quantitation Limit	Accuracy (%R)	Precision (RPD)	Completeness (%)
Metals	Soil	USEPA SW6010B	0.1 – 20 mg/kg	80-120	<35	>95
	Water	USEPA SW6010B	0.1 – 20 mg/L	80-120	<35	>95
VOCs	Soil	USEPA SW8260B	0.1-30 µg/kg	Analyte Specific	<20	>95
	Water	USEPA SW8260B	0.1-30 µg/L	Analyte Specific	<20	>95
SVOCs	Soil	USEPA SW8270C	10-200 µg/kg	Analyte Specific	<20	>95
	Water	USEPA SW8270C	10-200 µg/L	Analyte Specific	<20	>95
PCB	Soil	USEPA SW8082	10-200 µg/kg	Analyte Specific	<20	>95
TBT	Soil/Sed	Krone method	0.1-30 µg/kg	80-120	<35	>95
TOC	Soil	USEPA 9060	50 mg/kg	80-120	<35	>95
TPH-Diesel	Soil	NWTPH-Dx	25 mg/kg	80-120	<35	>95
	Water	NWTPH-Dx	25 mg/L	80-120	<35	>95
TPH-Gasoline	Soil	NWTPH-Gx	25 mg/kg	80-120	<35	>95

Notes:

%R = percent recovery

RPD = relative percent difference

APPENDIX A
Historical Aerial Photographs

APPENDIX B

VISTA Site Assessment Report

APPENDIX C

Online Information Sources - State UST Information, ECSI Database, Water Rights by Township, Water Rights Maps by Stream, Well Information.

APPENDIX D
Health and Safety Plan

Table 4. River Sediment Contaminant Concentrations Near Marine Finance.

Sample Location		SD-055C	SD-4D	SD-5D	SD-6D	DEQ SLV	Portland Harbor Baseline Value
Contaminant	Units						
Aluminum	ppm	35,000	NA	NA	NA	NA	42800
Antimony	ppm	NA	0.19	0.56	0.16	3	<5
Arsenic	ppm	**<8**	3.8	3.6	3.7	6	<5
Barium	ppm	180	NA	NA	NA	NA	195
Beryllium	ppm	0.6	0.43	0.41	0.45	NA	0.7
Cadmium	ppm	**0.6**	0.17	0.43	0.15	0.6	0.6
Chromium	ppm	36.6	24.3	23.1	22.9	37	41
Cobalt	ppm	18.8	NA	NA	NA	NA	19.7
Copper	ppm	**64**	26.3	**36.5**	29.4	36	60
Iron	ppm	42,100	NA	NA	NA	NA	45000
Lead	ppm	31	10.9	**46**	15.1	35	30
Manganese	ppm	607	NA	NA	NA	1,100	810
Mercury	ppm	0.13	0.07	0.18	0.14	0.2	0.1
Nickel	ppm	**33**	**22.8**	**25.1**	**20.5**	18	32
Selenium	ppm	<8	<2.2	<2.2	<2.21	NA	15
Silver	ppm	1.3	0.22	0.49	0.25	4.5	1.4
Thallium	ppm	<8	0.09	0.07	0.06	NA	13
Titanium	ppm	1,790	NA	NA	NA	NA	2075
Vanadium	ppm	100	NA	NA	NA	NA	112
Zinc	ppm	**178**	78.8	121	65.1	123	118
2-Methylnaphthalene	ppb	1,400	17	920	3	NA	150
4-Methylphenol	ppb	<190	<290	<12,000	<300	NA	680
Benzoic Acid	ppb	<1,900	50	<24,000	50	NA	<200
Benzyl Alcohol	ppb	<190	<73	<3,000	<74	NA	<20
bis(2-Ethylhexyl)phthalate	ppb	<190	20	200	**<3000**	750	390
Butylbenzylphthalate	ppb	**<190**	<29	100	<30	NA	<20
Carbazole	ppb	**370**	30	**730**	1	140	100
Di-N-Butylphthalate	ppb	<190	<29	<1,200	<30	NA	<20
Di-N-Octylphthalate	ppb	<190	<290	NA	<300	NA	<20
Dibenzofuran	ppb	1,300	21	1,500	2	5,100	100
Dimethylphthalate	ppb	<190	0.5	<590	<15	NA	<20
Pentachlorophenol	ppb	<970	<440	<18,000	<440	NA	Detect
Phenol	ppb	**<190**	9	**<3,000**	6	48	<20
LPAHs (total)	ppb	**69,410**	**3,326**	**156,720**	**123**	76	700
HPAHs (total)	ppb	**136,300**	**16,378**	**427,800**	**1,580**	193	2400
DDTs (total)	ppb	**64**	NA	NA	NA	7	220
PCBs (total)	ppb	**<350**	10	**76**	<20	34	<180
Organotins (total)	ppb	45	7.8	1	<1	NA	300
2,4-D	ppb	NA	NA	NA	NA	NA	<3.3
2,4-DB	ppb	NA	NA	NA	NA	NA	<5
TOC	%	2.2	0.92	4.37	1.34	NA	2
Water Depth	Ft	35	30	25	43	—	—
Sediment Sample Depth	cm	0-90	80-90	70-90	70-90	—	—

Notes:

100 = **Exceeds DEQ SLV**

100 = **Exceeds Portland Harbor Baseline**

NA = Not analyzed or not available

Table 3. Comparison of GW-5, GW-6 and GW-7 Groundwater Concentrations to AWQC

Sample Location		GW-5	GW-6	GW-7	AWQC (Fresh Chronic)	AWQC (Fish Consump-tion)	SLV
Contaminant	Units						
Aluminum	ppm	13,300	10,400	9,840	NA	NA	87
Antimony	ppm	25.6	ND	ND	1,600	45,000	1,600
Arsenic	ppm	36.9	3.7	5.2	48	0.0175	150
Barium	ppm	182	179	103	NA	1000*	4
Beryllium	ppm	0.2	0.9	ND	5.3	0.117	5.3
Chromium	ppm	22.5	15.6	29.4	11	50*	11
Cobalt	ppm	14.7	16.6	9.2	NA	NA	23
Copper	ppm	95.4	24.6	20.1	12	NA	9
Iron	ppm	89,300	46,100	36,700	1,000**	300*	1,000
Lead	ppm	117	25.6	11.6	3.2	50*	2.5
Manganese	ppm	3,160	1,500	1,630	NA	100	120
Nickel	ppm	19.3	21.3	26.2	160	100	52
Vanadium	ppm	56	53.3	44.8	NA	NA	20
Zinc	ppm	227	99.9	63.3	110	0.00073	120
Fluoranthene	ppb	13	ND	ND	3,980**	54	6.16
Pyrene	ppb	14	ND	ND	NA	NA	NA

Notes:

100 = Exceeds DEQ SLV

100 = Exceeds AWQC (fish consumption criteria)

= Exceeds AWQC (fresh chronic criteria)

* Fish and Water Consumption

** Fresh Acute Criteria

Table 3. River Sediment Contaminant Concentrations Near Marine Finance.

Sample Location		SD-055C	SD-5D	DEQ SLV	Portland Harbor Baseline Value
Contaminant	Units				
Aluminum	ppm	35,000	NA	NA	42800
Antimony	ppm	NA	0.56	3	<5
Arsenic	ppm	**<8**	3.6	6	<5
Barium	ppm	180	NA	NA	195
Beryllium	ppm	0.6	0.41	NA	0.7
Cadmium	ppm	**0.6**	0.43	0.6	0.6
Chromium	ppm	36.6	23.1	37	41
Cobalt	ppm	18.8	NA	NA	19.7
Copper	ppm	**64**	**36.5**	36	60
Iron	ppm	42,100	NA	NA	45000
Lead	ppm	31	**46**	35	30
Manganese	ppm	607	NA	1,100	810
Mercury	ppm	0.13	0.18	0.2	0.1
Nickel	ppm	**33**	**25.1**	18	32
Selenium	ppm	<8	<2.2	NA	15
Silver	ppm	1.3	0.49	4.5	1.4
Thallium	ppm	<8	0.07	NA	13
Titanium	ppm	1,790	NA	NA	2075
Vanadium	ppm	100	NA	NA	112
Zinc	ppm	**178**	121	123	118
2-Methylnaphthalene	ppb	1,400	920	NA	150
4-Methylphenol	ppb	<190	<12,000	NA	680
Benzoic Acid	ppb	<1,900	<24,000	NA	<200
Benzyl Alcohol	ppb	<190	<3,000	NA	<20
bis(2-Ethylhexyl)phthalate	ppb	<190	200	750	390
Butylbenzylphthalate	ppb	<190	100	NA	<20
Carbazole	ppb	**370**	**730**	140	100
Di-N-Butylphthalate	ppb	<190	<1,200	NA	<20
Di-N-Octylphthalate	ppb	<190	NA	NA	<20
Dibenzofuran	ppb	1,300	1,500	5,100	100
Dimethylphthalate	ppb	<190	<590	NA	<20
Pentachlorophenol	ppb	<970	<18,000	NA	Detect
Phenol	ppb	**<190**	**<3,000**	48	<20
LPAHs (total)	ppb	**69,410**	**156,720**	76	700
HPAHs (total)	ppb	**136,300**	**427,800**	193	2400
DDTs (total)	ppb	**64**	NA	7	220
PCBs (total)	ppb	**<350**	**76**	34	<180
Organotins (total)	ppb	45	1	NA	300
2,4-D	ppb	NA	NA	NA	<3.3
2,4-DB	ppb	NA	NA	NA	<5
TOC	%	2.2	4.37	1.5	2
Water Depth	Ft	35	25	—	—
Sediment Sample Depth	cm	0-90	70-90	---	---

Notes:

100 = **Exceeds DEQ SLV**

100 = **Exceeds Portland Harbor Baseline**

Table 3. Comparison of GW-5, GW-6 and GW-7 Groundwater Concentrations to Surface Water Screening Criteria

Sample Location		GW-5	GW-6	GW-7	AWQC[1] (Fresh Chronic)	SLV[2]
Contaminant	Units					
Aluminum	ppb	13,300	10,400	9,840	NA	87
Antimony	ppb	25.6	ND	ND	NA	1,600
Arsenic	ppb	36.9	3.7	5.2	150	150
Barium	ppb	182	179	103	NA	4
Beryllium	ppb	0.2	0.9	ND	NA	5.3
Chromium	ppb	22.5	15.6	29.4	11*	11*
Cobalt	ppb	14.7	16.6	9.2	NA	23
Copper	ppb	95.4	24.6	20.1	9	9
Lead	ppb	117	25.6	11.6	2.5	2.5
Manganese	ppb	3,160	1,500	1,630	NA	120
Nickel	ppb	19.3	21.3	26.2	52	52
Vanadium	ppb	56	53.3	44.8	NA	20
Zinc	ppb	227	99.9	63.3	120	120
Fluoranthene	ppb	13	ND	ND	NA	6.16
Pyrene	ppb	14	ND	ND	NA	NA

Notes:

100 = **Exceeds DEQ SLV**

100 = **Exceeds AWQC (fresh chronic criteria)**

[1] EPA Ambient Water Quality Criteria

[2] DEQ Ecological Screening Level Value (SLV) for freshwater

* Value for hexavalent chromium

Table 2.Summary of Screening Level Exceedences - Marine Finance XPA

Media	Detections/ #samples	Concentration range	Screening Concentration	Exceedence Location
Surface Soil (6")			PRG-Ind. Soil	
Benzo(a)pyrene	3/10	790-910 ppb	290 ppb	SS-2; SS-7; SS-9
Arsenic	11/11	0.9-13.3 ppm	2.7 ppm	all except SS-8
Chromium	11/11	8.2-81.3 ppm	64 ppm (CrVI)	SS-5
Subsurface Soil			PRG-Ind. Soil	
Arsenic	3/3	3.1-3.3 ppm	2.7 ppm	SB-1; SB-2; SB-5
Groundwater			PRG-Tapwater	
Chloroform	1/7	0.75 ppb	0.16 ppb	GW-2
Benzo(a)pyrene	1/7	13 ppb	0.0092 ppb	GW-4
Chrysene	1/7	9.9 ppb	9.2 ppb	GW-4
Indeno(1,2,3-cd)pyrene	1/7	11 ppb	0.092 ppb	GW-4
Antimony	2/5	25.6-34.8	15 ppb	GW-1; GW-5
Arsenic	5/5	3.7-36.9 ppb	0.045 ppb	all locations
Iron	5/5	29,700-89,300 ppb	11,000 ppb	all locations
Lead	5/5	11.6-117 ppb	15 ppb**	GW-1,GW-5,GW-6
Manganese	5/5	773-3,160 ppb	880 ppb	GW-5; GW-6;GW-7
Surface Water			SLV/AWQC	
Barium	2/2	5.2-19.4 ppb	4 ppb/1,000 ppb	Both SW locations
Sediment			SLV/PDX Har.	
LPAH	9/9	123-156,720 ppb	76/700 ppb	All exceed the SLV; SD-4S; SD-4D; SD-5S; and SD-5D exceed both the SLV and PDX Harbor Baseline values.
HPAH	9/9	1,008-427,800 ppb	193/2,400 ppb	All exceed the SLV; SD-4S; SD-4D; SD-5S; and SD-5D exceed both the SLV and PDX Harbor Baseline value.
2-Methylnaphthalene	9/9	2-920 ppb	NA/150 ppb	None exceed SLVs; SD-5D exceeds PDX Harbor Baseline
Dibenzofuran	9/9	2-1,500 ppb	5,100/100 ppb	None exceed SLVs; SD-5D exceeds PDX Harbor Baseline
Butylbenzylphthalate	4/9	4-100 ppb	NA/<20 ppb	SD-5D
Arsenic	9/9	3.6-11.1 ppm	6/<5 ppm	SD-3S; SD-5S
Copper	9/9	26.3-98.5 ppm	36/60 ppm	SD-3S; SD-4S; SD-5D; and SD-6S exceed the SLV; SD-3S exceeds both the SLV and PDX Harbor Baseline
Lead	9/9	10.9-232 ppm	35/30 ppm	SD-1; SD-5S and SD-5D exceed both the SLV and PDX Harbor Baseline
Mercury	9/9	0.02-0.18 ppm	0.2/0.1 ppm	None exceed the SLV; SD-5S; SD-5D; and SD-6D exceed the PDX Harbor Baseline
Zinc	9/9	65.1-273 ppm	123/118 ppm	SD-1; SD-3S and SD-5S exceed SLVs;SD-4S and SD-5D exceed the PDX Harbor Baseline

AAD Marine Finance ent. pack + Env. Protection Network

Carol Keddy

From: Chris Reive
Sent: Wednesday, July 07, 2004 3:30 PM
To: 'Dost, Patty'
Subject: RE: Access Agreements for beach sampling

Patty:

Re your reference below to Marine Finance Corp. - MFC is represented by Gordon Cary. My client, Advanced American Divers, is negotiating a potential purchase of the site - but is not presently able to grant the access sought. If I can help, let me know.

Chris

-----Original Message-----
From: Dost, Patty [mailto:PDost@SCHWABE.com]
Sent: Wednesday, July 07, 2004 3:22 PM
To: Cora.Lori@epamail.epa.gov
Cc: Chip Humphrey (E-mail); Eric Blischke (E-mail); Alan Gladstone (E-mail); Charlie Lambert (E-mail); Chris Reive (E-mail); Claudia Powers (E-mail); David Ashton (E-mail); Derrick Vallance; Dianne K. Dailey (E-mail); James Benedict (E-mail); Jan Betz (E-mail); Joan P. Snyder (E-mail); Konrad Liegel (E-mail); Krista Born (E-mail); Lynne M. Paretchan (E-mail); Mark W Schneider (E-mail); Max M. Miller (E-mail); Tod Gold (E-mail); William F. Joyce (E-mail); Bob Ferguson (E-mail); Bob Wyatt (E-mail); Dave Livesay (E-mail); David A. Bledsoe (E-mail); David M. Gabler (E-mail); Dawn Sanders (E-mail); Drew Gilpin (E-mail); James J. McKenna (E-mail); Jerry Sedgwick (E-mail); Kim Cox; Larry Patterson (E-mail); Libby Smith (E-mail); Mark Dunn Lewis (E-mail); Mark Schneider (E-mail); Martin Cramer (E-mail); Rick Applegate (E-mail); Sheila David (E-mail); Tom Sass (E-mail); Walter Sprague (E-mail)
Subject: RE: Access Agreements for beach sampling

Lori,

The access agreements you received were just the first batch. More are on their way to you now, including Ms. Staley's. I am attaching a spreadsheet showing the progress of each of the approximately 40 agreements.

My understanding is that the beach and shorebird area sampling, to which all of the access agreements are directed, is scheduled for the week of July 26. The two property owners who have asserted an ownership interest in adjacent sediments, Lakeside Industries and Schnitzer, are on the beach sampling list as well, so those agreements cover both programs. A detailed schedule for the sediment sampling is still being developed, but generally the surface and bioassay sampling will begin the week of July 19 and move generally from downstream to upstream for approximately eight weeks. Coring is planned to begin in September.

I am a bit confused by your reference to a 30 day deadline. Section XIV.6 of the AOC requires the LWG to use best efforts to obtain access agreements within 90 days from the date EPA determines that access is needed. EPA's approval of the FSP for beach and shorebird area sampling is dated June 24. I do think that we're on track to get most of these before we need the access. For the most part, we've had excellent cooperation from folks. I may ask you to call a few of the stragglers next week, and there is one party we just can't find (Marine Finance Corp.), but I'd like to keep working on this for a few more days. Also, I understand that a couple of sampling locations were cancelled during the June 29 field recon, including at least one location for which we have not yet reached agreement with the property owner, so I'm trying to nail that down.

Finally, I expect to get the LWG/DSL agreement signed tomorrow, July 8.

Please let me know if you have any additional questions.

Patty

-----Original Message-----
From: Cora.Lori@epamail.epa.gov [mailto:Cora.Lori@epamail.epa.gov]
Sent: Tuesday, July 06, 2004 5:30 PM
To: Dost, Patty
Cc: Humphrey.Chip@epamail.epa.gov; Blischke.Eric@epamail.epa.gov
Subject: Re: Access Agreements for beach sampling

Thank you for sending me signed access agreements for beach sampling. I received 10 agreements. Is that all of the access agreements needed for beach sampling? I didn't see an agreement from Staley?, the woman whose attorney I talked with. Didn't you send 18 or more requests for access agreements? Please advise me as to how many more agreements are required for the beach sampling scheduled to begin July 26?

Also, could you provide me with a schedule of the sampling that the LWG will do and deadlines (at least 30 days before) for getting access agreements for such sampling from property owners claiming a property interest?

I don't mean to make work for you, but I don't have any concept of the timing of sampling and whether necessary access agreements will be obtained in time.

Which also leads me to ask about the status of the DSL access agreement for the RI/FS.

Thanks for the update.

Lori Houck Cora
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
ORC-158
1200 Sixth Avenue
Seattle, Washington 98101
(206) 553-1115
(206) 553-0163 - fax
cora.lori@epa.gov

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Carol Keddy

From: Chris Reive
Sent: Wednesday, June 30, 2004 3:58 PM
To: Carol Keddy; Ed Trompke
Subject: FW: CSM Review

CLR
WORKING COPY
DATE: 6/30/04

2004-06-15_2352_
MARINE_FINANCE...

Please print the attached - to review. Thanks

-----Original Message-----
From: James Peale [mailto:jpeale@mfainc.org]
Sent: Wednesday, June 30, 2004 3:51 PM
To: Chris Reive
Subject: RE: CSM Review

-----Original Message-----
From: Chris Reive [mailto:Chris.Reive@jordanschrader.com]
Sent: Wed 6/30/2004 3:08 PM
To: James Peale
Cc:
Subject: FW: CSM Review

I reviewed. Please pull the CSM summary for the Marine Finance Property.
Thanks

-----Original Message-----
From: Claudia Powers [mailto:Ckp@aterwynne.com]
Sent: Wednesday, June 30, 2004 3:08 PM
To: roger.gresh@amec.com; lsmith@anchorenv.com; sthompson@anchorenv.com;
Larry.Patterson@atofina.com; dawns@bes.ci.portland.or.us;
kimc@bes.ci.portland.or.us; RickA@bes.ci.portland.or.us;
sarag@bes.ci.portland.or.us; sbrown@bridgeh2o.com;
dianne.dailey@bullivant.com; gablerdm@cdm.com; jbenedic@chbh.com;
charliel@chevrontexaco.com; GRGN@chevrontexaco.com; jbetz@ci.portland.or.us;
derrick.d.vallance@conoco.com; agladstone@davisrothwell.com;
dlivesay@groundwatersolutions.com; ccoffey@gundersoninc.com;
Nvarnum@integral-corp.com; RJW@nwnatural.com; GilpinA@osm.com;
dbledsoe@PerkinsCoie.com; Mwschneider@PerkinsCoie.com; AshtoD@portptld.com;
benavp@portptld.com; bornk@portptld.com; davids@portptld.com;
McKenJ@portptld.com; mcramer@ppco.com; konradl@prestongates.com;
lallan-vail@schwabe.com; Pdost@schwabe.com; tgold@sjzlaw.com;
WJoyce@sjzlaw.com; bob.ferguson@slli.net; JPSnyder@stoel.com;
WSprague@timeoil.com; chris.reive@tjslaw.com; max@tonkon.com;
tom.mccue@wacker.com
Subject: CSM Review

** High Priority **

Nick,
My comments on the first five CSM Site Summaries. ckp

Claudia K. Powers
Ater Wynne LLP

AAC001533

222 S.W. Columbia, Suite 1800
Portland, Oregon 97201

(503) 226-8652 telephone
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MARINE FINANCE COMPANY (HENDREN TOW BOATS)
CSM Site Summary – [Appendix #]

MARINE FINANCE COMPANY (HENDREN TOW BOATS)

Oregon DEQ ECSI #2352

8444 NW St. Helens Rd.
DEQ Site Mgr: Rod Struck
Latitude: 45.5847°
Longitude: -122.7678°
Township/Range/Section: 1N/1W/11

River Mile: 5.8 West bank

LWG Member ☐ Yes ☒ No

Upland Analytical Data Status: ☐ Electronic Data Available ☒ Hardcopies only

1. SUMMARY OF POTENTIAL CONTAMINANT TRANSPORT PATHWAYS TO THE RIVER

The current understanding of the transport mechanism of contaminants from the uplands portions of the site to the river is summarized in this section and Table 1, and supported in following sections.

1.1. Overland Transport

Sheet stormwater runoff is a transport mechanism for contaminants in uplands surface soils to reach the Willamette River .

1.2. Groundwater

No preferential pathways for groundwater movement across the site have been identified. Potential groundwater transport of contaminants is anticipated to be in the general direction of groundwater flow, toward the river.

VOCs, PAHs, and dissolved metals have been detected in the shallow groundwater at the site during site investigations. However, groundwater does not appear to be a pathway of concern to the Willamette River (DEQ 2004), based on groundwater contaminant concentrations present in the upland portion of the site and groundwater conditions.

1.3. Direct Discharge (Overwater Activities and Stormwater/Wastewater Systems)

There are no stormwater systems associated with this site. Instead, stormwater runoff that does not infiltrate the gravel surface travels overland across the site and directly into the river.

Overwater activities have been prevalent at this site since the early 1920s when there was a ferry slip located here. These activities could have contributed fuel, oils, and other contaminants to the in-water media. DEQ (2003) recommends additional sampling in the vicinity of the central dock to assess if there is a TBT source in the area, and sampling downgradient of the petroleum contaminated sediment at the Hendren boat dock. Because PAH contamination in the boat dock area is one the highest concentrations within Portland Harbor, DEQ (2003) believes bioassay sampling should be performed here [see Supplemental Figure 3-1 from DEQ (2003)].

1.4. Riverbank Erosion

The XPA (Jacobs Engineering 2000) describes the shoreline as steeply sloped banks covered with riprap or constructed bulkheads, with structures such as piers and wharves extending out

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over the water. The potential for erosion has not been evaluated.

1.5. Relationship of Upland Sources to River Sediments

See Final CSM Update. DEQ (2003) recommends further sampling at the west end of the site where boat-building activities have been conducted to fill gaps in the areal extent of historical sampling.

1.6. Sediment Transport

The Marine Finance Corporation property is located on the west side of the river near the center of a narrow river reach (RM 5-7) that is characterized as a transport/non-depositional zone based on the site physical information compiled in the Programmatic Work Plan (Integral et al. 2004). The Sediment Trend Analysis® results indicate that sediment movement along this side of the river alternates between net accretion and net deposition. The measured bathymetric changes over the 25-month period from January 2002 through February 2004 (Integral and DEA 2004 in prep) show some subareas of small-scale (< 1 foot) scour, deposition, and no change in the nearshore areas immediately off of the site. However, there is no-change data for large areas off from this nearshore as the survey vessel could no operate around in-water structure and tug mooring. Offshore, along the channel slope and extending to the channel edge, there is a relatively large continuous area of sediment scour with some areas showing up to 2 feet of net erosion.

2. CSM SITE SUMMARY REVISIONS

Date of Last Revision: 6/13/04

3. PROJECT STATUS

Activity		Date(s)/Comments
Site Investigation	☐	This is an Orphan Site that was placed on the Confirmed Release List in March 2003. DEQ is considering coordinating a Prospective Purchaser Agreement, under which a purchaser would be required to complete site characterization and any necessary remedial action (DEQ 2004).
PA/XPA	☒	Completed 11/00 (Jacobs Engineering 2000)
RI	☐	
FS	☐	
Interim Action/Source Control	☐	
ROD	☐	
RD/RA	☐	
NFA	☐	

DEQ Portland Harbor Site Ranking (Tier 1, 2, or 3): Tier 1

4. SITE OWNER HISTORY

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Owner/Occupant	Type of Operation	Years
Marine Finance Corporation - **Owner**	Owner, no operations on site	1993 to present
Transloader International - Lessee	Import/export storage area	1990s to present
Hendren Tow Boat (south dock area) - Lessee	Tugboat business	1993 to present
Mark Even Construction - Lessee	Houseboat construction	1990s to present
Black Cat Studios - Lessee	Sculptors	1990s to present
NW One Design – Lessee (confirm)	Sailboat construction	1990s to present
City of Portland - Lessee	Access road to water pumping station	1990s to present
West State, Inc. - **Owner**	Owner, no operations on site	1988 - 1993
Clydes Ferrous Metal Salvage - Lessee	Ferrous metal salvage	1988 to 1993
Abrams Scrap Metal - Lessee	Scrap metal salvage	1988 to 1993
Dutra-Devine - Lessee	Commercial diving and construction	1989 - 1993
Hendren Tow Boat (south dock area) - Lessee	Tow boat dock	1983 - 1993
General Construction Co. - **Owner**	Owner, no operations onsite	1953 - 1988
South Parcel		
Jacobson Construction Co. - **Owner** / Portland Tug & Barge -Lessee	Tug/barge transport	1943 - 1953
Jacobson Construction Co.	Pile driving, dock work, bridge building	1926 - 1943
North Parcel		
Unknown	Houseboat moorage	1932 to ?
Claremont Tavern (later renamed Thomas Roadhouse)	Liquor business	1926 to ?
Unknown	Ferry slip and landing	1920 - 1932

5. PROPERTY DESCRIPTION

The Marine Finance Corporation site is located on the west side of the Willamette River just north of the St. John's Bridge at approximately RM 5.8 (Figure 1). Hendren Tow Boat operates on Marine Finance property south of the bridge. This 9.7-acre site is used for office trailer storage, warehouses, and houseboat construction. Structures on the site consist of two large metal-clad Quonset huts on concrete slabs, a wood-frame modular office building, a small metal trailer house, a small wooden shed, a floating home builder's dock, and a gangway and floating facilities owned by a tow boat company [see Supplemental Figure 2-2 from Jacobs Engineering (2000)].

The site is located in a mixed industrial, commercial, and residential use area. Twenty-two houses are within approximately 0.25 miles of the facility. Lying at the base of the Portland Hills, the site is composed of varying thicknesses of fill and slopes gently to the northeast, with a steep embankment dropping approximately 18 feet to the river. Most of the site is covered with 12-18 inches of tightly compacted road-base material. The site is surrounded by vacant land to the north, Highway 30 to the west, and a USACE storage yard to the south. Burlington Northern railroad tracks and an Olympic Pipeline easement containing two high-pressure fuel lines bisects the site north to south. The St. Johns Bridge is elevated above the site as it crosses the Willamette River (PBS 1993; Jacobs Engineering 2000).

Placeholder: *ownership boundary information along riverfront, whether the riparian leases river bed*

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from DSL

6. CURRENT SITE USE

Hendren Tow Boat operates a fleet of towboats from their dock on the south end of the Marine Finance property. Hendren's office is also located on the dock. All fueling is performed at an upriver fueling station. Besides Hendren, there are four other lessees on the Marine Finance property. Transloader International, an import/export business, uses the south Quonset hut for storage, as well as a modular office building located on a concrete slab near the north property line. The north Quonset hut is used by Black Cat Studios (sculptors) and NW One Design (sailboat construction). Mark Even Construction constructs houseboats on the shoreline using a dock at the northern end of the property (Jacobs Engineering 2000).

7. SITE USE HISTORY

PBS Environmental (1993) reported that the site has been used by various marine construction companies and tow boat/barge companies since the 1920s or earlier. There were office buildings, a tavern, and a private residence on the property in the 1920s. Houseboats occupied the north shoreline. A ferry slip and landing were present through the 1920s on the north parcel near the current location of Mark Even Construction. Jacobson Construction occupied the south parcel in 1926. This company performed pile driving, dock work, and bridge building and maintained an equipment warehouse in the south end of the parcel. Toilets and basins in this warehouse drained directly to the river.

Between 1936 and 1940 the area was filled; the fill was likely obtained from private dredging operations. By 1943, the south parcel was occupied by Portland Tug and Barge, which was owned by Jacobson Construction. General Construction Company purchased the property from Jacobson Construction in 1953. The present-day Quonset huts were built sometime before 1957. In 1972, General Construction filed a permit with the City of Portland to grade, surface and fence storage areas, and construct dolphins, floats, ramps, and an oil storage building for lubricants and greases. Precise locations are uncertain, but aerial photographs from 1971-1972 show several small buildings on the east sides of the Quonset huts. A trailer on the south parcel was connected to the municipal sewer system in 1979 (PBS 1993).

West State, Inc. purchased the property from General Construction Company in 1988. Three underground storage tanks located east of and adjacent to the south Quonset hut were removed at this time. Two metal salvage companies leased much of the site from 1988 to 1993. A diving and construction company occupied the north end of the north Quonset hut and the modular office building near the north dock. Marine Finance Corporation became the owner of the property in 1993 and leased the property to five different businesses (PBS 1993).

The property was designated an Orphan Site by DEQ in July 2000. Jacobs Engineering was retained to perform an Expanded Preliminary Assessment (XPA) shortly thereafter. In 2001, DEQ also oversaw the removal of abandoned waste containers, batteries, and drums on the property (DEQ 2004). GeoDesign performed a Phase II Environmental Site Assessment (ESA) in 2003.

8. CURRENT AND HISTORIC SOURCES AND COPCS

The understanding of the historic and current potential upland and overwater sources at the site is summarized in Table 1. The following sections provide a brief discussion of the potential sources and COPCs at the site requiring additional discussion.

8.1. Uplands

Residual soil contamination may remain in the vicinity where three underground storage tanks were removed in 1988 and where historic salvage operations occurred. Fuel pipelines located

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east of the southern Quonset hut and near the dock east of the Marine Finance office trailer are still present onsite (Jacobs Engineering 2000). DEQ (2003) states that the contaminants of concern (COCs) at the site are most likely PAHs and TPH in soil and metals in groundwater, but additional sampling is necessary to confirm these COCs. DEQ does not believe that there is a VOC or SVOC plume on the site.

8.2. Overwater Activities

☒ Yes ☐ No

Historic and/or current uses of the docks may have resulted in inadvertent releases of diesel, motor oils, or other contaminants to the river. Poor housekeeping practices in the past, especially at the Hendren Tow Boat site, have contributed to soil and sediment contamination.

Placeholder: Include any information about the owner having and exercising a statutory right to an overwater facility

8.3. Spills

Known or documented spills at the Marine Finance site were obtained either from DEQ SPINS database for the period of 1995 to 2003, from oil and chemical spills recorded from 1982 to 1989 by the U.S. Coast Guard and the National Response Center's centralized federal database [see Appendix E of the Portland Harbor Work Plan (Integral 2004)], or from DEQ correspondence. These spills are summarized below.

Date	Material(s) Released	Volume Spilled (gallons)	Spill Surface (gravel, asphalt, sewer)	Action Taken (yes/no)
5/7/03	Oily bilge water	1	River	no

9. PHYSICAL SITE SETTING

The current topography at the Marine Finance site slopes gently to the northeast, with a steep embankment along the river margin, which is armored with concrete rubble and rip rap. Artificial fill material was emplaced at the site during the 1930s and 1960s, and much of the site adjacent to the current shoreline formerly was at or below the water before the fill material was emplaced (Jacobs Engineering 2000).

Several environmental investigations have been conducted at the Marine Finance site since 1988. The past investigations are summarized below and the excavation, soil boring, monitoring well, soil sampling locations, and groundwater sampling locations are shown in the Supplemental Figures.

In 1988, Dames & Moore removed three USTs (Dames & Moore 1988a) and completed an additional eight test pits, two trenches, and three deep excavations (Dames and Moore 1988b) to delineate the subsurface statigraphy and extent of soil contamination [see Supplemental Figure 3 from Dames & Moore (1988b)]. The excavations extended to a maximum depth of 26 feet bgs. Jacobs Engineering (2000) completed seven soil borings to a maximum depth of 27 feet bgs for additional information on the subsurface statigraphy at the site and to collect soil and groundwater samples for chemical analysis [see Supplemental Figure 3-1 from Jacobs Engineering (2000)]. GeoDesign (2003) completed eight additional soil borings to a maximum of 30 feet bgs to gather additional information on the subsurface stratigraphy and to collect additional soil samples [see Supplemental Figure 2 from GeoDesign (2003)]. Six of the eight soil borings completed by GeoDesign were subsequently completed as monitoring wells for collection of additional groundwater samples for chemical analysis.

9.1. Geology

The excavations and soil borings completed at the site indicate that the fill material underling the site is approximately 9 to 30 feet thick. The fill material consists of road base material,

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brownish-gray, poorly graded fine to medium sand and silty sand, and organic and construction debris. Underlying the fill material is an unknown thickness of recent terrace and alluvial deposits, and fine-grained Pleistocene glaciofluvial deposits consisting of dark gray to brown fine sand with lenses of silt and sandy silt. The Columbia River Basalts are thought to underlie the alluvial deposits at an unreported depth (Jacob Engineering 2000).

No site-specific cross sections have been constructed for the Marine Finance site during past investigations. The stratigraphy at the site is depicted only in the direct push soil boring logs completed by Jacobs Engineering (2000,) and GeoDesign (2003,).

9.2. *Hydrogeology*

Based on the existing stratigraphy and groundwater level data, a single unconfined aquifer has been identified beneath the site that includes the fill material and the Quaternary alluvial deposits.

The depth to groundwater at the Marine Finance site ranges from 7 to 20 feet bgs based on groundwater levels in monitoring wells installed at the site. The groundwater flow direction is generally to the northeast toward the Willamette River at a gradient of 0.045, based on the groundwater levels from monitoring wells at the site (GeoDesign 2003).

An area of pooled water was identified by Jacobs Engineering (2000) at the site [see SW-1 on Supplemental Figure 3-1 from Jacobs Engineering (2000)]. The pooled water is on the beach adjacent to the river shore and is below a drain that appears to route stormwater runoff across the surface of the site toward the river from roads upgradient of the site (GeoDesign 2003). It is unclear from published literature whether the pooled water is a surface expression of a groundwater seep or is an expression of surface water discharging from the drainpipe.

10. NATURE AND EXTENT (*Current Understanding*)

The current understanding of the nature and extent of contamination for the uplands portions of the site is summarized in this section. When no data exist for a specific medium, a notation is made.

10.1. *Soil*

10.1.1. Upland Soil Investigations

☒ Yes ☐ No

During the XPA, Jacobs Engineering (2000) collected soil samples in areas where current or historical operations may have impacted the soil [see Supplemental Figure 3-1 Jacobs Engineering (2000)]. TPH as heavy oil and diesel was detected in seven of the eight locations sampled, with concentrations as high as 11,200 mg/kg at Station SS-6, located on the east side of the north Quonset hut (stained surface soil). TPH was also detected in subsurface soil in the vicinity of the drum storage area at concentrations ranging as high as 1,590 mg/kg.

Benzo(a)pyrene was detected in soil from three locations: SS-2 near the drum storage area (910 µg/kg), SS-9 near the Mark Evan Construction dock (790 µg/kg), and SS-7 near the seep (880 µg/kg) [see Supplemental Figure 3-1 Jacobs Engineering (2000)]. Dibenzo(a,h)anthracene was also detected at these three locations at 650, 590, and 920 µg/kg, respectively. Benzo(b)fluoranthene was detected as high as 1,100 µg/kg at Station SS-9. LPAH ranged from 520 to 1,206 µg/kg at Station SS-7.

According to Jacobs Engineering (2000), arsenic exceeded the industrial PRG at 10 of their 11 surface sampling locations with concentrations ranging from 6 to 13.5 mg/kg. Chromium exceeded its industrial PRG at only one location, SS-5 at 81.3 mg/kg.

GeoDesign performed follow-up subsurface soil sampling in 2003 at two discrete depth intervals from locations with the highest contaminant levels in surface soil, as determined

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by Jacobs Engineering (SS-2, SS-7, SS-9), and from the former underground storage tank location [see Supplemental Figure 2 from GeoDesign (2003)]. Diesel- and heavy oil-range hydrocarbons were detected in three of the eight samples analyzed but at concentrations less than the DEQ Level 1 soil matrix cleanup standard of 100 mg/kg. Of the VOCs, only 2-chlorotoluene was detected at 266 mg/kg at the 7-9 foot depth interval from sampling location B-2. PAHs were detected in several samples, but concentrations were all less than the PRGs. Of the detected metals, only the concentration of arsenic at sampling location MW-3 (2.91 mg/kg, 19-20 foot depth interval) exceeded the industrial PRG of 1.6 mg/kg. However, this concentration is within the range of naturally occurring arsenic in this region (GeoDesign 2003).

10.1.2. Riverbank Samples

☐ Yes ☒ No

No riverbank samples have been reported in the documents reviewed.

10.1.3. Summary

Surface soil contaminated with TPH, PAHs, and metals, particularly arsenic, is found at primarily three locations: the historic drum storage area, near the Mark Evan construction dock, and near the seep. Subsurface sampling performed later by GeoDesign showed only a single arsenic concentration that exceeded the industrial PRG. DEQ recommends the collection of additional surface soil samples to better define the lateral extent of TPH (diesel and heavy oil), PAH (analyzed after confirmation of TPH), lead, and arsenic surface soil contamination (GeoDesign 2003).

10.2. Groundwater

The current groundwater chemistry data set consists of one round of groundwater samples collected from seven temporary well points (Jacob Engineering 2000) and three rounds of groundwater samples collected from six monitoring wells installed at the site (GeoDesign 2003 and 2004).

10.2.1. Groundwater Investigations

☒ Yes ☐ No

Seven direct push soil borings were completed by Jacobs Engineering in August 2000, and temporary well points were installed at each location [see Supplemental Figure 3-1 from Jacobs Engineering (2000)]. Groundwater samples were collected from the temporary piezometers for laboratory analysis of VOCs, SVOCs, TPH, and total metals. The temporary well points were removed following the groundwater sampling.

Eight direct push soil borings were completed by GeoDesign in April 2003. Permanent monitoring wells were completed in six of the direct push soil borings [see Supplemental Figure 2 from GeoDesign (2003)]. The first cycle of groundwater samples collected in April 2003 was analyzed for VOCs, PAHs, and total metals. The subsequent two cycles of groundwater samples (collected in July 2003 and April 2004) were analyzed for VOCs, PAHs, and dissolved metals.

10.2.2. NAPL (Historic & Current)

☐ Yes ☒ No

10.2.3. Dissolved Contaminant Plumes

☒ Yes ☐ No

This document currently under review by US EPA and its federal, state and tribal partners, and is subject to change in whole or part.

Groundwater samples collected at the Marine Finance site during past investigations have had laboratory detections for VOCs, PAHs, and dissolved metals. The specific constituents historically detected in groundwater are detailed in the table below. The most recent groundwater detections are detailed in a subsequent section.

VOCs	PAHs	Dissolved Metals
Chloroform	Acenaphthene	Arsenic
Carbon Disulfide	Benzo (a) pyrene	Chromium
	Benso (ghi) perylene	Nickel
	Chrysene	Selenium
	Fluoranthene	Zinc
	Flurene	
	Indeno (123-cd) pyrene	
	Napthalene	
	Phenanthrene	
	Pyrene	

Plume Characterization Status ☐ Complete ☒ Incomplete

Plume characterization status is incomplete. The extent of the PAH plume in groundwater has not been definitively established. The source(s) of the dissolved metals in groundwater has not been identified.

Plume Extent [*Assess nature and extent here*]

Varying concentrations of VOCs, PAHs, and dissolved metals have been detected during investigations at the site. The initial groundwater samples were collected from temporary well points, while the subsequent groundwater samples were collected from permanent monitoring wells. The initial samples had higher and more numerous detections compared with more recent groundwater samples, but because the initial water samples were collected from boreholes, it was uncertain if these concentrations were biased high because of suspended sediment in the samples (DEQ 2004). Permanent monitoring wells were subsequently installed to resolve this uncertainty and to assess any shallow groundwater contaminants potentially discharging to the Willamette River (DEQ 2004). Groundwater samples collected from the permanent monitoring wells had detectable concentrations of PAHs and dissolved metals; however, the concentrations were significantly lower than the concentrations detected in the initial groundwater samples from the temporary well points.

The most recent groundwater samples collected from the monitoring wells at the site did not have any detections of VOCs and had scattered detections for various PAHs and dissolved metals (detailed in the following section). Based on a review of the data, two PAH plumes appear to be at the site: one in the northwest portion of the site downgradient of the former location of three USTs, and the other in the southeast portion of the site downgradient of a former drum storage area [see Supplemental Figure 3-1 from Jacobs Engineering (2000)]. Dames & Moore (1988a,b) documented the removal of the USTs and detectable concentrations of TPH in the soil. The PAH plumes likely are related to residual contamination associated with the former USTs and the former drum storage area. The dissolved metals detected in groundwater were not consistently detected across the site and have been identified as isolated impacts to groundwater. No potential source of the dissolved metals was identified in past investigations.

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Min/Max Detections (Current situation)

The most recent groundwater samples were collected from the site in April 2004 (GeoDesign 2004). The minimum and maximum detections in groundwater are provided in the table below.

Analyte	Minimum Concentration (µg/L)	Maximum Concentration (µg/L)
Volatile Organic Compounds (VOCs)		
	<0.1	ND
Polycyclic Aromatic Hydrocarbons (PAHs)		
Acenaphthene	<0.1	0.675
Fluoranthene	<0.1	0.188
Phenanthrene	<0.1	0.109
Pyrene	<0.1	0.751
Dissolved Metals		
Arsenic	<1	5.1
Nickel	<2	3.99
Selenium	<1	1.61
Zinc	<5	8.21

Current Plume Data (using December 2003 data set)

The current estimated extent of the PAH plumes is shown in Figure 2.

The dissolved metals detected in groundwater were not consistently detected across the site and have been identified as isolated impacts to groundwater.

Preferential Pathways

A drain observed in the northern portion of the site [see SW-1 on Supplemental Figure 3-1 from Jacobs Engineering (2000)] appears to route stormwater runoff from roads upgradient of the site toward the river across the surface of the site. The position of the drain relative to the groundwater surface is not known; thus, the role of the drain as a potential preferential pathway for groundwater movement is uncertain.

Downgradient Plume Monitoring Points (min/max detections)

DEQ (2004) recommended installation and quarterly monitoring (1 year minimum) of approximately six monitoring wells across the eastern side of the property to assess shallow groundwater contaminants potentially discharging to the Willamette River. GeoDesign installed six monitoring wells in April 2003 and monitored groundwater for 1 year. The minimum and maximum concentrations detected in groundwater at these wells are presented in the section above entitled "Min/Max Detections (Current Situation)."

Visual Seep Sample Data ☒ Yes ☐ No

A drain and a small area of pooled water located downstream of the drain were observed in the northern portion of the site [see SW-1 in Supplemental Figure 3-1 from Jacobs Engineering (2000)]. As discussed above, it is uncertain whether the pooled water is an expression of a groundwater seep or is just an expression of water discharging from the drainpipe. Jacobs Engineering sampled the water and sediment from the pool during the XPA. Both surface water and sediment samples (discussed below) were collected from the pooled water to determine if upgradient soil contamination was being transported to the river. No VOCs or SVOCs were detected above reporting limits in the surface water samples. Water from the pool also was analyzed for metals. Only barium was detected in

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the sample at a concentration of 19.4 µg/L. The sediment sample collected from the pooled water was analyzed for TPH, metals, and SVOCs. TPH was detected in the sediment sample at a concentration of 732 mg/kg. SVOCs also were detected in the sample, but at concentrations generally lower than those reported in the river sediment samples collected adjacent to the site. Exceptions included benzo(a)anthracene, which was detected at 120 µg/kg versus 93 and 110 µg/kg at SD-02S and SD-03S, respectively [see Supplemental Figure 3-1 from Jacobs Engineering (2000)]. Concentrations of this chemical were substantially higher (up to 28,000 µg/kg in the deep interval) downstream of the Hendren Towboat dock. Chrysene, benzo(k)fluoranthene, and benzo(a)pyrene also were detected in the sediment sample from the pooled water at slightly higher concentrations than found in adjacent river sediment. Lead and zinc were detected in the sediment sample at concentrations of 36.4 and 203 mg/kg, respectively. Several pieces of metal debris, including rusted steel cable and electrical wire, were observed in the pooled water during sampling (Jacobs Engineering 2000).

Nearshore Porewater Data

Nearshore pore water was not evaluated in past investigations at the site.

GW Plume Temporal Trend

Three groundwater monitoring events have been completed at the site, all of which were completed since well installation in April 2003 (GeoDesign 2004). The low level concentrations of PAH in groundwater have fluctuated slightly, but have been detected primarily in monitoring wells MW-3, MW-4, and MW-5 [see Supplemental Figure 2 from GeoDesign (2003)].

10.2.4. Summary

The current groundwater data set consists of groundwater levels and groundwater analytical data from temporary well points and permanent monitoring wells installed in direct push soil borings at the Marine Finance site. VOCs, PAHs, and dissolved metals have been detected in the shallow groundwater at the site during site investigations. Groundwater samples collected in April 2004 (GeoDesign 2004) detected various PAHs and dissolved metals. Two potential PAH plumes have been identified at the site that appear to be associated with residual contamination related to former USTs and a former drum storage area. Concentrations of dissolved metals have been detected in groundwater, but the individual dissolved metals detected were not detected consistently across the site and do not appear to indicate a groundwater plume. While past investigations document some groundwater detections, it does not appear that significant contaminant sources are present in the upland portion of the site, and the site does not appear to be an ongoing or current source of contamination to the Willamette River (DEQ 2004).

10.3. Surface Water

10.3.1.	**Surface Water Investigation**	☐ Yes	☒ No
10.3.2.	**General or Individual Stormwater Permit (Current or Past)**	☐ Yes	☒ No
	Do other non-stormwater wastes discharge to the system?	☐ Yes	☒ No
10.3.3.	**Stormwater Data**	☐ Yes	☒ No
10.3.4.	**Catch Basin Solids Data**	☐ Yes	☒ No
10.3.5.	**Wastewater Permit?**	☐ Yes	☒ No

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10.3.6. Wastewater Data

☐ Yes ☒ No

10.3.7. Summary

There are no stormwater or wastewater systems associated with this site. Stormwater samples at the Marine Finance property have not been collected. Water samples were collected from the seep pool (discussed in Section 10.2.3 above) to determine if upgradient sources were contributing contaminants to the river. No VOCs or SVOCs were detected above reporting limits, and of the metals, only barium was detected in the water samples.

10.4. Sediment

10.4.1. River Sediment Data

☒ Yes ☐ No

River sediment in the vicinity of Marine Finance has been analyzed during three sediment investigations since 1997 (see Figure 1). Weston collected two sediment samples: SD057, at the upstream boundary, and SD055C, south of the bridge, as part of the Portland Harbor Sediment Investigation (Weston 1998). A surface (1-10 cm) sample and a core (0-90 cm) sample were collected at each of these two stations. Jacobs Engineering (2000) collected sediment samples from five locations in 2000, as part of the Expanded Preliminary Assessment for the Marine Finance site. Surface (0-20 cm) samples were collected at all locations; subsurface (30-54 or 30-66 cm) samples were collected at three of the five locations. Integral (in prep.) collected one sediment sample adjacent to Weston's Station SD055C, as part of Round 1 sampling for the Portland Harbor RI/FS. Sediment concentrations from all of these investigations are summarized in Table 2.

10.4.2. Summary

The following contaminants were found in river sediment during the Weston survey: copper, lead, mercury, nickel, zinc, 2-methylnaphthalene, carbazole, dibenzofuran, LPAH, HPAH, and total organic carbon (Table 2). LPAH was detected in the core sample from SD055 at 69,410 µg/kg and HPAH at 136,300 µg/kg (one of the highest concentrations in Portland Harbor during this survey). Upstream concentrations of PAHs were also elevated but an order of magnitude less than concentrations off the site. The highest concentration of total DDTs (94 µg/kg) was also found in a subsurface sample from Station SD055.

During the XPA, Jacobs Engineering (2000) collected several sediment and porewater samples in the vicinity of the site, including upstream and downstream locations (see Figure 1). The highest concentrations of most analytes were found in surface and subsurface samples at Station SD-05, which is located downstream of the Hendren Towboat operations. PAHs were detected most frequently, including high concentrations of LPAH (19,320 µg/kg surface and 180,800 µg/kg subsurface) as well as HPAH (78,600 µg/kg surface and 402,000 µg/kg subsurface). Fluoranthene was detected as high as 100,000 µg/kg in a subsurface sample from SD-05. Similarly, the highest SVOCs were detected in the subsurface sample at SD-05. Residual-range organics and diesel fuel were detected as high as 2,300 and 2,800 mg/kg, respectively, at Station SD-05. A sheen was noted on the sediment surface during sample collection. Concentrations at SD-06, located immediately upstream, were lower than other locations in the river. Tributyltin was detected as high as 130 µg/kg at Station SD-05. Concentrations of arsenic, chromium, copper, lead, mercury, nickel, and zinc were also detected in most sediment samples. The highest lead concentration was found by Jacobs Engineering in a surface sample (232 mg/kg) from SD-05.

11. CLEANUP HISTORY AND SOURCE CONTROL MEASURES

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11.1. Soil Cleanup/Source Control

The following soil cleanup and source control measures have been performed at the Marine Finance site:

- Removal of three USTs from the site in 1988, including 20,000-gallon and 10,000-gallon diesel tanks, and a 5,000-gallon gasoline tank (LUST file 26-88-0046). Contaminated oil from the tank pits extending 15-26 feet below ground surface was also removed and disposed of in 1988 (DEQ 1999).
- Excavation of additional test pits along the former route of the product lines and removal of contaminated soil.
- DEQ issuance of a *No Further Action* letter regarding the UST cleanup in February 1989.
- Notation of "poor housekeeping practices" at the Hendren Tow Boat site by the U.S. Coast Guard after responding to spill in January 1998. Drums were subsequently removed and sloppy housekeeping practices rectified by February 1998 (PBS 2000).
- Designation by DEQ as an Orphan Site in 2000 after Marine Finance was "unwilling" to investigate or clean up the site (DEQ 2004).

11.2. Groundwater Cleanup/Source Control

There is no groundwater cleanup history at the Marine Finance site.

11.3. Other

- One-time disposal of 25 gallons of paint waste abandoned onsite in 1997 (PBS 2000).
- Abandoned waste containers, batteries, and drums were removed from the site in May 2001 (DEQ 2004).

11.4. Potential for Recontamination from Upland Sources

DEQ (2003) recommends additional sediment sampling at the west end of the site where most boat-building activities occurred to further define the potential for recontamination from uplands.

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Figures:

Figure 1. Site Features
Figure 2. Extent of Impacted Groundwater

Tables:

Table 1. Potential Sources
Table 2. Queried Sediment Chemistry Data

Supplemental Scanned Figures:

Figure 3, Location of Soil Samples and Excavations (Dames & Moore 1988b)
Figure 3-1, Sample Location Map (Jacob Engineering 2000)
Figure 2, Site Plan (GeoDesign 2003)

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FIGURES

Figure 1. Site Features
Figure 2. Extent of Impacted Groundwater

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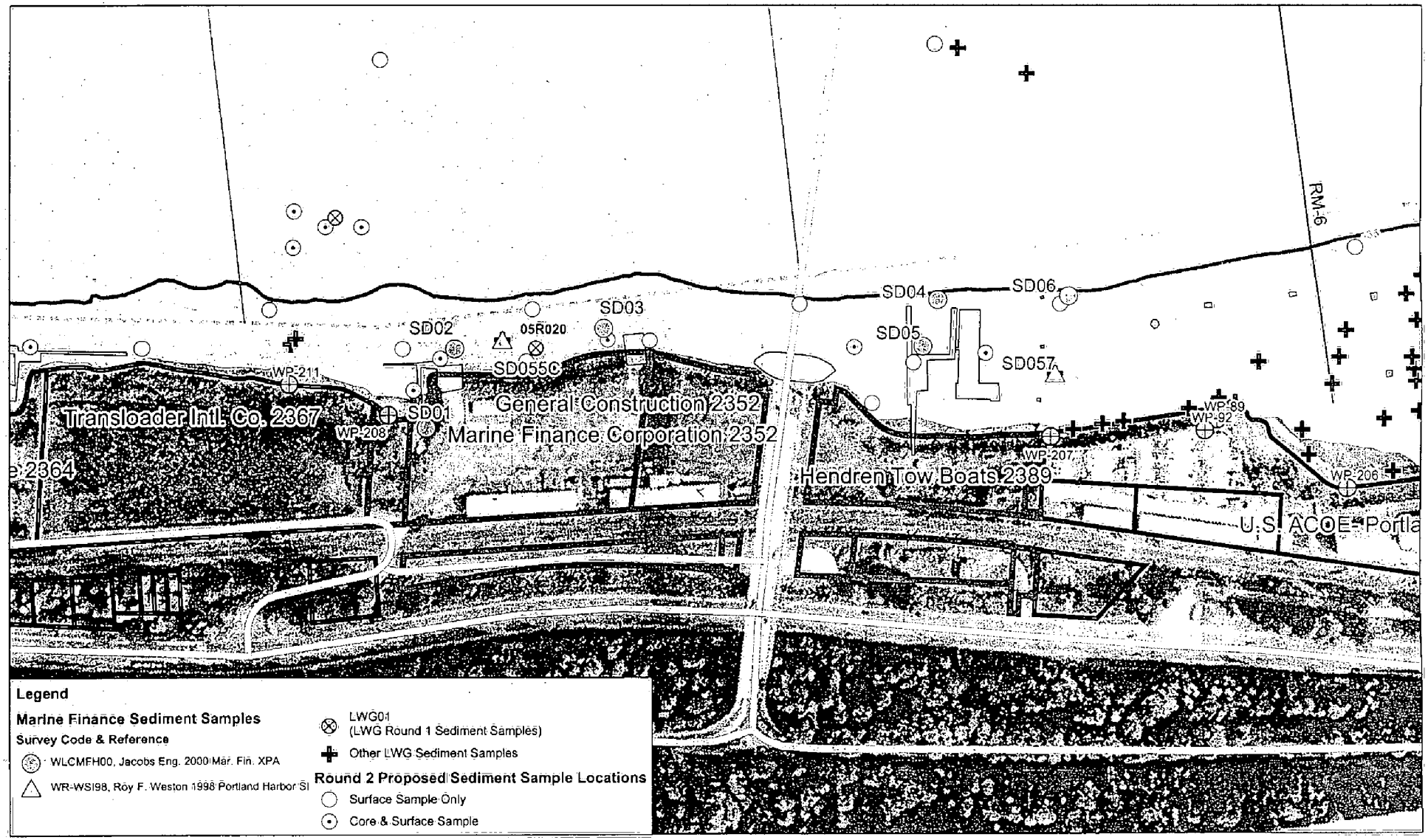

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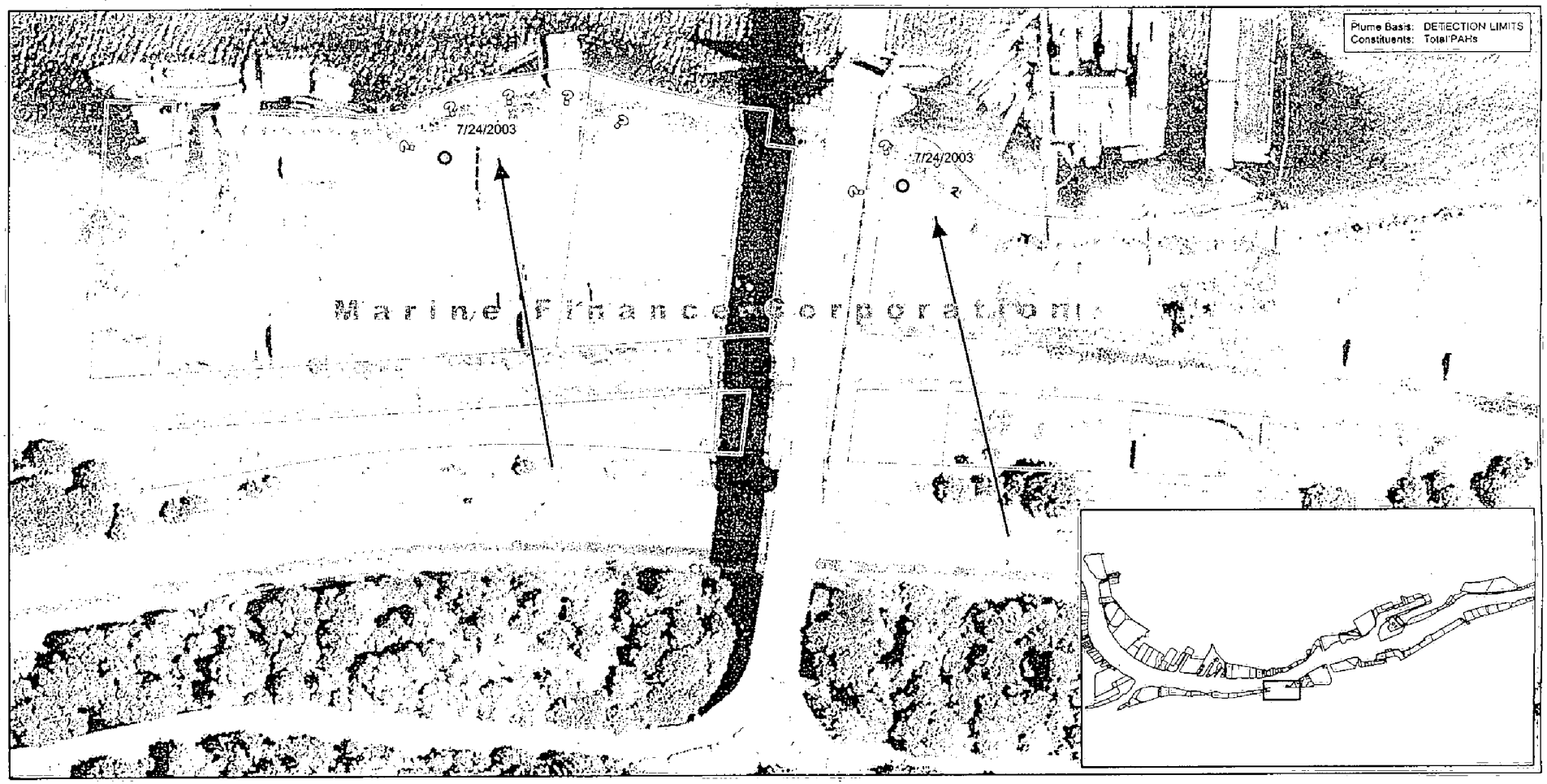
Figure 1
Portland Harbor
Conceptual Site Model
Marine Finance
ECSI 2352



Groundwater Solutions Inc.

LWG
LOWER WILLAMETTE GROUP

0 100 200 Feet

FEATURE SOURCES:
Transportation, Water, Property, Zoning or Boundaries: Metro RLIS.
ECSI site locations were summarized in December, 2002
and January, 2003 from ODEQ ECSI files.

Map Creation Date: June 9, 2004

File Name: Fig2_MarineFinance_SummaryMap.mxd

LEGEND

- Site Boundary
- General Groundwater Flow
- Maximum Detection Location

Contaminant Type

PAH

Extent of Impacted Groundwater

For details, refer to plume interpretation table in CSM document.

- Single or isolated detection of COI's. Extent or continuity of impacted groundwater between sample points is uncertain. Color based on contaminant type.
- Estimated extent of impacted groundwater area. Color based on contaminant type.

Figure 2
Portland Harbor RI/FS
Marine Finance Corporation
Upland Groundwater Quality Overview

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TABLES

Table 1. Potential Sources and Transport Pathways Assessment
Table 2. Queried Sediment Chemistry Data

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Marine Finance #2352

Table 1. Potential Sources and Transport Pathways Assessment

Last Updated: 5/31/2004

Potential Sources		Media Impacted					COIs																Potential Complete Pathway				
							TPH			VOCs																		
Map Location	Description of Potential Source	Surface Soil	Subsurface Soil	Groundwater	Catch Basin Solids	River Sediment	Gasoline-Range	Diesel - Range	Heavier - Range	Petroleum-Related (e.g. BTEX)	VOCs	Chlorinated VOCs	SVOCs	PAHs	Phthalates	Phenolics	Metals	PCBs	Herbicides and Pesticides	Dioxins/Furans	Butyltins	*[Others-List]*	*[Others-List]*	*[Others-List]*	Overland Transport	Groundwater	Direct Discharge - Overwater	Direct Discharge - Storm/Wastewater	River Bank Erosion
Upland Areas																												
A	Former scrap metal storage yards	✓	✓	?					✓	?				✓			✓								✓	?			
	Former UST locations (including fuel lines)	✓	✓	✓			✓	✓	✓				✓	✓			✓								✓	✓			
	Former warehouse	✓	✓	✓										✓			✓								✓	✓			
	Former drum storage areas	✓	✓	✓			✓	✓	✓	?				✓			✓								✓	?			
																	✓											✓	
Overwater Areas																												
B	Current and historic dock operations	-				✓		✓	✓				✓	✓			✓										✓		
Other Areas/Other Issues																												
	Sediment in pooled water below drain					✓		✓	✓				✓	✓															

Notes:

UST	underground storage tank
AST	aboveground storage tank
TPH	total petroleum hydrocarbons
VOCs	volatile organic compounds
SVOCs	semi-volatile organic compounds
PAHs	polycyclic aromatic hydrocarbons
BTEX	benzene, toluene, ethylbenzene, and xylenes
PCBs	polychorinated biphenols

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Table 2. Queried Sediment Chemistry Data

Surface or Subsurface	Analyte	Units	Number of Samples	Number Detected	% Detected	Detected Concentrations Minimum	Maximum	Mean	Median	95th	Detected and Nondetected Concentrations Minimum	Maximum	Mean	Median	95th
surface	Aroclor 1016	(ug/kg)	6	0	0						10 U	19 U	11.8	10 U	12 U
surface	Aroclor 1242	(ug/kg)	6	0	0						10 U	19 U	13	10 U	16 U
surface	Aroclor 1248	(ug/kg)	6	0	0						10 U	19 U	12.5	10 U	16 U
surface	Aroclor 1254	(ug/kg)	6	0	0						10 U	38 U	16.2	10 U	19 U
surface	Aroclor 1260	(ug/kg)	6	4	66.7	8 J	19	13	12	13	8 J	19 U	13.5	12	19
surface	Aroclor 1221	(ug/kg)	6	0	0						16 U	38 U	22.3	20 U	20 U
surface	Aroclor 1232	(ug/kg)	6	0	0						10 U	20 U	15.7	17 U	19 U
surface	Polychlorinated biphenyl	(ug/kg)	6	4	66.7	8 A	19 A	13	12 A	13 A	8 A	38 UA	18.3	13 A	20 UA
surface	Butyltin ion	(ug/kg)	7	5	71.4	2	6	3.2	3	3	1 U	6	3.26	3	5.8 U
surface	Dibutyltin ion	(ug/kg)	7	6	85.7	0.8 J	17	6.8	5	8	0.8 J	17	6.66	5.8 U	8
surface	Dibutyltin ion	(ug/l)	1	0	0						0.06 U	0.06 U	0.06	0.06 U	0.06 U
surface	Tributyltin ion	(ug/kg)	7	7	100	0.7 J	130	44.5	28	67	0.7 J	130	44.5	28	67
surface	Tributyltin ion	(ug/l)	1	0	0						0.02 UJ	0.02 UJ	0.02	0.02 UJ	0.02 UJ
surface	Tetrabutyltin	(ug/kg)	7	3	42.9	0.5 J	1 J	0.833	1 J	1 J	0.5 J	5.8 U	2.47	3 U	3 U
surface	Tetrabutyltin	(ug/l)	1	0	0						0.02 U	0.02 U	0.02	0.02 U	0.02 U
surface	Total solids	(%)	6	6	100	44.9	70.8	51.6	46.7	52.8	44.9	70.8	51.6	46.7	52.8
surface	Total organic carbon	(%)	7	7	100	1.2	2.79	2.02	2.31	2.49	1.2	2.79	2.02	2.31	2.49
surface	Gravel	(%)	1	1	100	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
surface	Sand	(%)	1	1	100	35	35	35	35	35	35	35	35	35	35
surface	Fines	(%)	1	1	100	64.97	64.97	65	64.97	64.97	64.97	64.97	65	64.97	64.97
surface	Silt	(%)	1	1	100	57.15	57.15	57.2	57.15	57.15	57.15	57.15	57.2	57.15	57.15
surface	Clay	(%)	1	1	100	7.82	7.82	7.82	7.82	7.82	7.82	7.82	7.82	7.82	7.82
surface	Aluminum	(mg/kg)	1	1	100	37500	37500	37500	37500	37500	37500	37500	37500	37500	37500
surface	Aluminum	(mg/l)	1	1	100	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
surface	Antimony	(mg/kg)	7	6	85.7	0.14	1.87	0.608	0.2	0.65	0.14	5 UJ	1.24	0.62	1.87
surface	Antimony	(mg/l)	1	0	0						0.05 U	0.05 U	0.05	0.05 U	0.05 U
surface	Arsenic	(mg/kg)	7	6	85.7	3.7	11.1	5.73	4.6	5.8	3.7	11.1	5.63	4.9	5.8
surface	Arsenic	(mg/l)	1	1	100	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
surface	Cadmium	(mg/kg)	7	7	100	0.21	0.38	0.286	0.3	0.32	0.21	0.38	0.286	0.3	0.32
surface	Cadmium	(mg/l)	1	0	0						0.002 U	0.002 U	0.002	0.002 U	0.002 U
surface	Chromium	(mg/kg)	7	7	100	20.1	35.2	28	27.3	33.1	20.1	35.2	28	27.3	33.1
surface	Chromium	(mg/l)	1	0	0						0.005 U	0.005 U	0.005	0.005 U	0.005 U
surface	Copper	(mg/kg)	7	7	100	34.6	98.5	46.5	37.8	42.4	34.6	98.5	46.5	37.8	42.4
surface	Copper	(mg/l)	1	0	0						0.002 U	0.002 U	0.002	0.002 U	0.002 U
surface	Lead	(mg/kg)	7	7	100	9	232	51.6	27.8	36.4	9	232	51.6	27.8	36.4
surface	Lead	(mg/l)	1	0	0						0.001 U	0.001 U	0.001	0.001 U	0.001 U
surface	Manganese	(mg/kg)	1	1	100	619	619	619	619	619	619	619	619	619	619
surface	Manganese	(mg/l)	1	1	100	7.57	7.57	7.57	7.57	7.57	7.57	7.57	7.57	7.57	7.57
surface	Mercury	(mg/kg)	7	7	100	0.02	0.11	0.0671	0.07	0.09	0.02	0.11	0.0671	0.07	0.09
surface	Mercury	(mg/l)	1	0	0						0.0001 U	0.0001 U	0.0001	0.0001 U	0.0001 U
surface	Nickel	(mg/kg)	7	7	100	14.5	28	23.4	23.2	27.5	14.5	28	23.4	23.2	27.5
surface	Nickel	(mg/l)	1	0	0						0.01 U	0.01 U	0.01	0.01 U	0.01 U
surface	Selenium	(mg/kg)	7	1	14.3	14	14	14	14	14	1.18 U	14	3.65	2.02 U	2.38 U
surface	Selenium	(mg/l)	1	0	0						0.001 U	0.001 U	0.001	0.001 U	0.001 U
surface	Silver	(mg/kg)	7	7	100	0.05	0.9	0.374	0.35	0.35	0.05	0.9	0.374	0.35	0.35
surface	Silver	(mg/l)	1	0	0						0.0002 U	0.0002 U	0.0002	0.0002 U	0.0002 U
surface	Thallium	(mg/kg)	7	6	85.7	0.07	0.14	0.107	0.1	0.14	0.07	5 U	0.806	0.1	0.14
surface	Thallium	(mg/l)	1	0	0						0.001 U	0.001 U	0.001	0.001 U	0.001 U
surface	Zinc	(mg/kg)	7	7	100	87.8	273	145	120	203	87.8	273	145	120	203
surface	Zinc	(mg/l)	1	1	100	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006
surface	Barium	(mg/kg)	1	1	100	171	171	171	171	171	171	171	171	171	171
surface	Barium	(mg/l)	1	1	100	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096	0.096
surface	Beryllium	(mg/kg)	7	7	100	0.42	0.63	0.529	0.53	0.59	0.42	0.63	0.529	0.53	0.59
surface	Beryllium	(mg/l)	1	0	0						0.001 U	0.001 U	0.001	0.001 U	0.001 U

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AAC001553

Table 2. Queried Sediment Chemistry Data

Surface or Subsurface	Analyte	Units	Number of Samples	Number Detected	% Detected	Detected Concentrations					Detected and Nondetected Concentrations				
						Minimum	Maximum	Mean	Median	95th	Minimum	Maximum	Mean	Median	95th
surface	Calcium	(mg/kg)	1	1	100	8210 J	8210 J	8210	8210 J	8210 J	8210 J	8210 J	8210	8210 J	8210 J
surface	Calcium	(mg/l)	1	1	100	84.3	84.3	84.3	84.3	84.3	84.3	84.3	84.3	84.3	84.3
surface	Cobalt	(mg/kg)	1	1	100	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7	17.7
surface	Cobalt	(mg/l)	1	1	100	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
surface	Iron	(mg/kg)	1	1	100	39900	39900	39900	39900	39900	39900	39900	39900	39900	39900
surface	Iron	(mg/l)	1	1	100	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49
surface	Magnesium	(mg/kg)	1	1	100	6700	6700	6700	6700	6700	6700	6700	6700	6700	6700
surface	Magnesium	(mg/l)	1	1	100	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5
surface	Potassium	(mg/kg)	1	1	100	1190	1190	1190	1190	1190	1190	1190	1190	1190	1190
surface	Potassium	(mg/l)	1	1	100	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3
surface	Sodium	(mg/kg)	1	1	100	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100
surface	Sodium	(mg/l)	1	1	100	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4
surface	Titanium	(mg/kg)	1	1	100	1910	1910	1910	1910	1910	1910	1910	1910	1910	1910
surface	Vanadium	(mg/kg)	1	1	100	100	100	100	100	100	100	100	100	100	100
surface	Vanadium	(mg/l)	1	0	0						0.003 U	0.003 U	0.003	0.003 U	0.003 U
surface	2-Methylnaphthalene	(ug/kg)	7	7	100	2 J	100 J	30	10 J	45	2 J	100 J	30	10 J	45
surface	Acenaphthene	(ug/kg)	7	7	100	29	1500	295	94	200	29	1500	295	94	200
surface	Acenaphthylene	(ug/kg)	7	6	85.7	6 J	280 J	83.5	40 J	100 J	6 J	280 J	74.3	40 J	100 J
surface	Anthracene	(ug/kg)	7	7	100	29 J	820	211	53 J	280	29 J	820	211	53 J	280
surface	Fluorene	(ug/kg)	7	7	100	16	1600	310	55	310	16	1600	310	55	310
surface	Naphthalene	(ug/kg)	7	7	100	4 J	300 J	81.7	29 J	140 J	4 J	300 J	81.7	29 J	140 J
surface	Phenanthrene	(ug/kg)	7	7	100	130 J	15000	2580	180 J	2000	130 J	15000	2580	180 J	2000
surface	Low Molecular Weight PAH	(ug/kg)	7	7	100	214 A	19320 A	3550	433 A	3210 A	214 A	19320 A	3550	433 A	3210 A
surface	Dibenz(a,h)anthracene	(ug/kg)	7	7	100	10 J	400 J	86	20 J	97	10 J	400 J	86	20 J	97
surface	Benz(a)anthracene	(ug/kg)	7	7	100	93	6100	1250	120	2100	93	6100	1250	120	2100
surface	Benzo(a)pyrene	(ug/kg)	7	7	100	100	6800	1360	130	2000	100	6800	1360	130	2000
surface	Benzo(b)fluoranthene	(ug/kg)	7	7	100	110 J	6400	1330	170 J	2200	110 J	6400	1330	170 J	2200
surface	Benzo(g,h,i)perylene	(ug/kg)	7	7	100	44	5700	1030	110	1700	44	5700	1030	110	1700
surface	Benzo(k)fluoranthene	(ug/kg)	7	7	100	38	2400	423	55	210	38	2400	423	55	210
surface	Chrysene	(ug/kg)	7	7	100	120	7200	1460	140	2300	120	7200	1460	140	2300
surface	Fluoranthene	(ug/kg)	7	7	100	180 J	17000	3200	250 J	4100	180 J	17000	3200	250 J	4100
surface	Indeno(1,2,3-cd)pyrene	(ug/kg)	7	7	100	58	5600	1090	100	1600	58	5600	1090	100	1600
surface	Pyrene	(ug/kg)	7	7	100	200 J	21000	3770	260 J	4100	200 J	21000	3770	260 J	4100
surface	Benzo(b+k)fluoranthene	(ug/kg)	7	7	100	148 A	8800 A	1750	225 A	2410 A	148 A	8800 A	1750	225 A	2410 A
surface	High Molecular Weight PAH	(ug/kg)	7	7	100	970 A	78600 A	15100	1240 A	20407 A	970 A	78600 A	15100	1240 A	20407 A
surface	Polycyclic Aromatic Hydrocarbons	(ug/kg)	7	7	100	1303 A	97920 A	18600	1673 A	23617 A	1303 A	97920 A	18600	1673 A	23617 A
surface	4,4'-DDD	(ug/kg)	1	1	100	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
surface	4,4'-DDE	(ug/kg)	1	1	100	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4
surface	4,4'-DDT	(ug/kg)	1	1	100	11	11	11	11	11	11	11	11	11	11
surface	Total of 3 isomers: pp-DDT,-DDD,-DDE	(ug/kg)	1	1	100	17.5 A	17.5 A	17.5	17.5 A	17.5 A	17.5 A	17.5 A	17.5	17.5 A	17.5 A
surface	Aldrin	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	alpha-Hexachlorocyclohexane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	beta-Hexachlorocyclohexane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	delta-Hexachlorocyclohexane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	gamma-Hexachlorocyclohexane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	cis-Chlordane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	Dieldrin	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U
surface	alpha-Endosulfan	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	beta-Endosulfan	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U
surface	Endosulfan sulfate	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U
surface	Endrin	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U
surface	Endrin aldehyde	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U
surface	Endrin ketone	(ug/kg)	1	0	0						1.9 U	1.9 U	1.9	1.9 U	1.9 U

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Surface or Subsurface	Analyte	Units	Number of Samples	Number Detected	% Detected	Detected Concentrations					Detected and Nondetected Concentrations				
						Minimum	Maximum	Mean	Median	95th	Minimum	Maximum	Mean	Median	95th
surface	Heptachlor	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	Heptachlor epoxide	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	Methoxychlor	(ug/kg)	1	0	0						9.5 U	9.5 U	9.5	9.5 U	9.5 U
surface	Toxaphene	(ug/kg)	1	0	0						95 U	95 U	95	95 U	95 U
surface	gamma-Chlordane	(ug/kg)	1	0	0						0.95 U	0.95 U	0.95	0.95 U	0.95 U
surface	Diesel fuels	(mg/kg)	6	4	66.7	92	720	280	99	210	92	720	222	99	210
surface	Gasoline	(mg/kg)	6	0	0						40 U	140 U	58	40 U	48 U
surface	Residual Range Organics	(mg/kg)	6	3	50	410	840	630	640	640	380 U	840	520	410	640
surface	2,4,5-Trichlorophenol	(ug/kg)	7	0	0						73 U	2900 U	481	74 U	96 U
surface	2,4,6-Trichlorophenol	(ug/kg)	7	0	0						73 U	2900 U	481	74 U	96 U
surface	2,4-Dichlorophenol	(ug/kg)	7	0	0						58 U	5800 U	944	150 U	150 U
surface	2,4-Dimethylphenol	(ug/kg)	7	1	14.3	290	290	290	290	290	19 U	12000 U	1930	300 U	300 U
surface	2,4-Dinitrophenol	(ug/kg)	7	0	0						190 UJ	17000 U	2770	440 U	450 U
surface	2-Chlorophenol	(ug/kg)	7	0	0						19 U	2900 U	470	74 U	74 U
surface	2-Methylphenol	(ug/kg)	7	0	0						19 U	12000 U	1930	300 U	300 U
surface	2-Nitrophenol	(ug/kg)	7	0	0						73 U	2900 U	481	74 U	96 U
surface	4,6-Dinitro-2-methylphenol	(ug/kg)	7	0	0						190 U	12000 U	1950	300 U	300 U
surface	4-Chloro-3-methylphenol	(ug/kg)	7	0	0						38 U	2900 U	472	74 U	74 U
surface	4-Methylphenol	(ug/kg)	1	1	100	280	280	280	280	280	280	280	280	280	280
surface	4-Nitrophenol	(ug/kg)	7	0	0						96 U	5800 U	949	150 U	150 U
surface	Pentachlorophenol	(ug/kg)	7	0	0						96 UJ	17000 U	2760	440 U	450 U
surface	Phenol	(ug/kg)	7	4	57.1	6 J	7 J	6.25	6 J	6 J	6 J	2900 U	431	7 J	74 U
surface	3- and 4-Methylphenol Coelution	(ug/kg)	6	0	0						290 U	12000 U	2250	300 U	300 U
surface	Dimethylphthalate	(ug/kg)	7	3	42.9	0.6 J	1 J	0.867	1 J	1 J	0.6 J	580 U	90.2	15 U	19 U
surface	Diethyl phthalate	(ug/kg)	7	5	71.4	2 J	10 J	4.4	3 J	4 J	2 J	970 U	144	4 J	19 U
surface	Dibutylphthalate	(ug/kg)	7	0	0						19 U	1200 U	195	30 U	30 U
surface	Butylbenzyl phthalate	(ug/kg)	7	3	42.9	3 J	6 J	4.33	4 J	4 J	3 J	1200 U	185	19 U	30 U
surface	Di-n-octylphthalate	(ug/kg)	7	0	0						19 U	12000 U	1930	300 U	300 U
surface	Bis(2-ethylhexyl) phthalate	(ug/kg)	7	5	71.4	50 J	300 J	124	90 J	90 J	50 J	12000 U	1820	90 J	300 J
surface	Bis(2-chloro-1-methylethyl) ether	(ug/kg)	1	0	0						19 UJ	19 UJ	19	19 UJ	19 UJ
surface	2,4-Dinitrotoluene	(ug/kg)	7	0	0						73 U	2900 U	481	74 U	96 U
surface	2,6-Dinitrotoluene	(ug/kg)	7	0	0						29 U	1200 U	206	30 U	96 U
surface	2-Chloronaphthalene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	2-Nitroaniline	(ug/kg)	7	0	0						29 U	1200 U	206	30 U	96 U
surface	3,3'-Dichlorobenzidine	(ug/kg)	7	0	0						90 U	4000 U	712	200 U	200 U
surface	3-Nitroaniline	(ug/kg)	7	0	0						120 UJ	12000 U	1940	300 U	300 U
surface	4-Bromophenyl phenylether	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	4-Chloroaniline	(ug/kg)	7	0	0						58 UJ	2900 U	475	74 U	74 U
surface	4-Chlorophenyl phenylether	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	4-Nitroaniline	(ug/kg)	7	0	0						96 UJ	5800 U	949	150 U	150 U
surface	Benzoic acid	(ug/kg)	7	5	71.4	50 J	80 J	68	80 J	80 J	50 J	23000 U	3360	80 J	190 U
surface	Benzyl alcohol	(ug/kg)	7	0	0						19 UJ	2900 U	470	74 U	74 U
surface	Bis(2-chloroethoxy)methane	(ug/kg)	7	3	42.9	29	30	29.7	30	30	19 U	1200 U	195	30	30
surface	Bis(2-chloroethyl) ether	(ug/kg)	7	0	0						15 U	580 U	99	15 U	38 U
surface	Carbazole	(ug/kg)	7	7	100	9 J	210 J	80	25	200 J	9 J	210 J	80	25	200 J
surface	Dibenzofuran	(ug/kg)	7	7	100	6 J	200 J	54.6	25	69	6 J	200 J	54.6	25	69
surface	Hexachlorobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	Hexachlorobutadiene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	Hexachlorocyclopentadiene	(ug/kg)	7	0	0						96 UJ	12000 U	1940	300 U	300 U
surface	Hexachloroethane	(ug/kg)	7	0	0						19 U	2300 U	373	59 U	59 U
surface	Isophorone	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	Nitrobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	N-Nitrosodipropylamine	(ug/kg)	7	1	14.3	3 J	3 J	3	3 J	3 J	3 J	580 U	97.3	15 U	38 U

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						Minimum	Maximum	Mean	Median	95th	Minimum	Maximum	Mean	Median	95th
surface	N-Nitrosodiphenylamine	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	Bis(2-chloroisopropyl) ether	(ug/kg)	6	0	0						15 U	580 U	109	15 U	15 U
surface	1,2-Dichlorobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	1,3-Dichlorobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	1,4-Dichlorobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
surface	1,2,4-Trichlorobenzene	(ug/kg)	7	0	0						15 U	580 U	96.3	15 U	19 U
subsurface	Aroclor 1016	(ug/kg)	5	0	0						10 U	170 U	45.2	13 U	20 U
subsurface	Aroclor 1242	(ug/kg)	5	0	0						10 U	170 U	49	20 U	35 U
subsurface	Aroclor 1248	(ug/kg)	5	0	0						10 U	170 U	44	10 U	20 U
subsurface	Aroclor 1254	(ug/kg)	5	0	0						10 U	170 U	44	10 U	20 U
subsurface	Aroclor 1260	(ug/kg)	5	2	40	10	76	43	10	10	10	170 U	57.2	20 U	76
subsurface	Aroclor 1221	(ug/kg)	5	0	0						20 U	350 U	94	40 U	40 U
subsurface	Aroclor 1232	(ug/kg)	5	0	0						10 U	170 U	56.4	22 U	60 U
subsurface	Polychlorinated biphenyl	(ug/kg)	5	2	40	10 A	76 A	43	10 A	10 A	10 A	350 UA	99.2	40 UA	76 A
subsurface	Butyltin ion	(ug/kg)	5	1	20	0.6 J	0.6 J	0.6	0.6 J	0.6 J	0.6 J	6 UJ	2.88	1 U	5.8 U
subsurface	Dibutyltin ion	(ug/kg)	5	2	40	1	1	1	1	1	1 U	6 UJ	2.96	1 U	5.8 UJ
subsurface	Tributyltin ion	(ug/kg)	5	2	40	5 J	45	25	5 J	5 J	1 U	45	11.6	5 J	6 U
subsurface	Tetrabutyltin	(ug/kg)	5	0	0						3 U	6 U	4.16	3 U	5.8 U
subsurface	Total solids	(%)	3	3	100	64.4	65	64.7	64.7	64.7	64.4	65	64.7	64.7	64.7
subsurface	Total organic carbon	(%)	5	5	100	0.92	4.37	2.01	1.34	2.2	0.92	4.37	2.01	1.34	2.2
subsurface	Gravel	(%)	2	2	100	0.01	5.6	2.81	0.01	0.01	0.01	5.6	2.81	0.01	0.01
subsurface	Sand	(%)	2	2	100	32.77	32.82	32.8	32.77	32.77	32.77	32.82	32.8	32.77	32.77
subsurface	Fines	(%)	2	2	100	61.58	67.22	64.4	61.58	61.58	61.58	67.22	64.4	61.58	61.58
subsurface	Silt	(%)	2	2	100	46.63	55.86	51.2	46.63	46.63	46.63	55.86	51.2	46.63	46.63
subsurface	Clay	(%)	2	2	100	11.36	14.95	13.2	11.36	11.36	11.36	14.95	13.2	11.36	11.36
subsurface	Aluminum	(mg/kg)	2	2	100	35000	35400	35200	35000	35000	35000	35400	35200	35000	35000
subsurface	Antimony	(mg/kg)	3	3	100	0.16	0.56	0.303	0.19	0.19	0.16	0.56	0.303	0.19	0.19
subsurface	Arsenic	(mg/kg)	5	3	60	3.6	3.8	3.7	3.7	3.7	3.6	8 U	4.62	3.8	4 U
subsurface	Cadmium	(mg/kg)	5	5	100	0.15	0.6	0.33	0.3	0.43	0.15	0.6	0.33	0.3	0.43
subsurface	Chromium	(mg/kg)	5	5	100	22.9	36.6	28.2	24.3	33.9	22.9	36.6	28.2	24.3	33.9
subsurface	Copper	(mg/kg)	5	5	100	26.3	64	38.6	36.5	36.8	26.3	64	38.6	36.5	36.8
subsurface	Lead	(mg/kg)	5	5	100	10.9	46	23.8	16	31	10.9	46	23.8	16	31
subsurface	Manganese	(mg/kg)	2	2	100	524	607	566	524	524	524	607	566	524	524
subsurface	Mercury	(mg/kg)	5	5	100	0.07	0.18	0.134	0.14	0.15	0.07	0.18	0.134	0.14	0.15
subsurface	Nickel	(mg/kg)	5	5	100	20.5	33 J	25.9	25.1	28.1 J	20.5	33 J	25.9	25.1	28.1 J
subsurface	Selenium	(mg/kg)	5	1	20	1 U	1 U	1 U	1 U	1 U	2.2 U	8 U	5.13	2.22 U	8 U
subsurface	Silver	(mg/kg)	5	5	100	0.22	1.3	0.672	0.49	1.1	0.22	1.3	0.672	0.49	1.1
subsurface	Thallium	(mg/kg)	5	4	80	0.06	7	1.81	0.07	0.09	0.06	8 U	3.04	0.09	7
subsurface	Zinc	(mg/kg)	5	5	100	65.1	178	107	91.3	121	65.1	178	107	91.3	121
subsurface	Barium	(mg/kg)	2	2	100	175	180	178	175	175	175	180	178	175	175
subsurface	Beryllium	(mg/kg)	5	5	100	0.41	0.62	0.502	0.45	0.6	0.41	0.62	0.502	0.45	0.6
subsurface	Calcium	(mg/kg)	2	2	100	7890	8760	8330	7890	7890	7890	8760	8330	7890	7890
subsurface	Cobalt	(mg/kg)	2	2	100	16.6	18.8	17.7	16.6	16.6	16.6	18.8	17.7	16.6	16.6
subsurface	Iron	(mg/kg)	2	2	100	38900	42100	40500	38900	38900	38900	42100	40500	38900	38900
subsurface	Magnesium	(mg/kg)	2	2	100	6610	6700	6660	6610	6610	6610	6700	6660	6610	6610
subsurface	Potassium	(mg/kg)	2	2	100	1140	1190	1170	1140	1140	1140	1190	1170	1140	1140
subsurface	Sodium	(mg/kg)	2	2	100	936	1040	988	936	936	936	1040	988	936	936
subsurface	Titanium	(mg/kg)	2	2	100	1790	1870	1830	1790	1790	1790	1870	1830	1790	1790
subsurface	Vanadium	(mg/kg)	2	2	100	96.3	100	98.2	96.3	96.3	96.3	100	98.2	96.3	96.3
subsurface	2-Methylnaphthalene	(ug/kg)	5	5	100	3 J	1400	480	60	920	3 J	1400	480	60	920
subsurface	Acenaphthene	(ug/kg)	5	5	100	10 J	18000	5320	410	7900	10 J	18000	5320	410	7900
subsurface	Acenaphthylene	(ug/kg)	5	5	100	10 J	610	315	270 J	600 J	10 J	610	315	270 J	600 J
subsurface	Anthracene	(ug/kg)	5	5	100	10 J	25000	6330	290	6200	10 J	25000	6330	290	6200

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Surface or Subsurface	Analyte	Units	Number of Samples	Number Detected	% Detected	Detected Concentrations Minimum	Maximum	Mean	Median	95th	Detected and Nondetected Concentrations Minimum	Maximum	Mean	Median	95th
subsurface	Fluorene	(ug/kg)	5	5	100	8 J	16000	4640	370	6700	8 J	16000	4640	370	6700
subsurface	Naphthalene	(ug/kg)	5	5	100	10 J	2000	708	230	1200	10 J	2000	708	230	1200
subsurface	Phenanthrene	(ug/kg)	5	5	100	82 J	120000	34100	2300	46000	82 J	120000	34100	2300	46000
subsurface	Low Molecular Weight PAH	(ug/kg)	5	5	100	130 A	180800 A	51500	3479 A	69410 A	130 A	180800 A	51500	3479 A	69410 A
subsurface	Dibenz(a,h)anthracene	(ug/kg)	5	4	80	58	1900	890	200	1400 N	58	1900	772	300 U	1400 N
subsurface	Benz(a)anthracene	(ug/kg)	5	5	100	100	28000	7770	1700	8100	100	28000	7770	1700	8100
subsurface	Benzo(a)pyrene	(ug/kg)	5	5	100	100 J	30000	8780	1600	11000	100 J	30000	8780	1600	11000
subsurface	Benzo(b)fluoranthene	(ug/kg)	5	5	100	100 J	25000	7240	1900	8000	100 J	25000	7240	1900	8000
subsurface	Benzo(g,h,i)perylene	(ug/kg)	5	5	100	200 J	25000	7420	1800	9800	200 J	25000	7420	1800	9800
subsurface	Benzo(k)fluoranthene	(ug/kg)	5	5	100	60 J	7900	3190	1000	6800	60 J	7900	3190	1000	6800
subsurface	Chrysene	(ug/kg)	5	5	100	100	34000	9380	2100	9300	100	34000	9380	2100	9300
subsurface	Fluoranthene	(ug/kg)	5	5	100	360 J	100000	28300	4200	33000	360 J	100000	28300	4200	33000
subsurface	Indeno(1,2,3-cd)pyrene	(ug/kg)	5	5	100	100 J	21000	6350	1400	8900	100 J	21000	6350	1400	8900
subsurface	Pyrene	(ug/kg)	5	5	100	450 J	130000	36000	5600	40000	450 J	130000	36000	5600	40000
subsurface	Benzo(b+k)fluoranthene	(ug/kg)	5	5	100	160 A	32900 A	10400	2200 A	14800 A	160 A	32900 A	10400	2200 A	14800 A
subsurface	High Molecular Weight PAH	(ug/kg)	5	5	100	1570 A	402800 A	115000	18950 A	134900 A	1570 A	402800 A	115000	18950 A	134900 A
subsurface	Polycyclic Aromatic Hydrocarbons	(ug/kg)	5	5	100	1700 A	583600 A	166000	22397 A	204310 A	1700 A	583600 A	166000	22397 A	204310 A
subsurface	4,4'-DDD	(ug/kg)	2	1	50	61	61	61	61	61	2 U	61	31.5	2 U	2 U
subsurface	4,4'-DDE	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	4,4'-DDT	(ug/kg)	2	2	100	5 J	33	19	5 J	5 J	5 J	33	19	5 J	5 J
subsurface	Total of 3 isomers: pp-DDT,-DDD,-DDE	(ug/kg)	2	2	100	5 A	94 A	49.5	5 A	5 A	5 A	94 A	49.5	5 A	5 A
subsurface	Aldrin	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	alpha-Hexachlorocyclohexane	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	beta-Hexachlorocyclohexane	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	delta-Hexachlorocyclohexane	(ug/kg)	2	0	0						0.99 UJ	8.7 U	4.85	0.99 UJ	0.99 UJ
subsurface	gamma-Hexachlorocyclohexane	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	cis-Chlordane	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	Dieldrin	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	alpha-Endosulfan	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	beta-Endosulfan	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	Endosulfan sulfate	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	Endrin	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	Endrin aldehyde	(ug/kg)	2	0	0						2 U	17 U	9.5	2 U	2 U
subsurface	Endrin ketone	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	Heptachlor	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	Heptachlor epoxide	(ug/kg)	2	0	0						9.9 U	87 U	48.5	9.9 U	9.9 U
subsurface	Methoxychlor	(ug/kg)	2	0	0						99 U	870 U	485	99 U	99 U
subsurface	Toxaphene	(ug/kg)	2	0	0						0.99 U	8.7 U	4.85	0.99 U	0.99 U
subsurface	gamma-Chlordane	(ug/kg)	2	0	0						97 U	2800	1160	570	570
subsurface	Diesel fuels	(mg/kg)	3	2	66.7	570	2800	1690	570	570	20 U	100 U	53.3	40 J	40 J
subsurface	Gasoline	(mg/kg)	3	1	33.3	40 J	40 J	40	40 J	40 J	390 U	2300	1140	730	730
subsurface	Residual Range Organics	(mg/kg)	3	2	66.7	730	2300	1520	730	730	73 U	3000 U	843	99 U	970 U
subsurface	2,4,5-Trichlorophenol	(ug/kg)	5	0	0						73 U	3000 U	843	99 U	970 U
subsurface	2,4,6-Trichlorophenol	(ug/kg)	5	0	0						60 U	5900 U	1370	150 U	580 U
subsurface	2,4-Dichlorophenol	(ug/kg)	5	0	0						20 U	12000 U	2560	290 U	300 U
subsurface	2,4-Dimethylphenol	(ug/kg)	5	0	0						200 UJ	18000 U	4200	440 U	1900 UJ
subsurface	2,4-Dinitrophenol	(ug/kg)	5	0	0						20 U	3000 U	671	74 U	190 U
subsurface	2-Chlorophenol	(ug/kg)	5	0	0						20 U	12000 U	2560	290 U	300 U
subsurface	2-Methylphenol	(ug/kg)	5	0	0						73 U	3000 U	843	99 U	970 U
subsurface	2-Nitrophenol	(ug/kg)	5	0	0						200 UJ	12000 U	2940	300 U	1900 U
subsurface	4,6-Dinitro-2-methylphenol	(ug/kg)	5	0	0						40 U	3000 U	715	74 U	390 U
subsurface	4-Chloro-3-methylphenol	(ug/kg)	5	0	0						85	190 U	138	85	85
subsurface	4-Methylphenol	(ug/kg)	2	1	50	85	85	85	85	85					

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Table 2. Queried Sediment Chemistry Data

Surface or Subsurface	Analyte	Units	Number of Samples	Number Detected	% Detected	Detected Concentrations					Detected and Nondetected Concentrations				
						Minimum	Maximum	Mean	Median	95th	Minimum	Maximum	Mean	Median	95th
subsurface	4-Nitrophenol	(ug/kg)	5	1	20	600 J	600 J	600	600 J	600 J	99 U	970 U	394	150 U	600 J
subsurface	Pentachlorophenol	(ug/kg)	5	0	0						99 U	18000 U	3990	440 U	970 UJ
subsurface	Phenol	(ug/kg)	5	1	20	9 J	9 J	9	9 J	9 J	9 J	3000 U	659	74 U	190 U
subsurface	3- and 4-Methylphenol Coelution	(ug/kg)	3	0	0						290 U	12000 U	4200	300 U	300 U
subsurface	Dimethyl phthalate	(ug/kg)	5	1	20	0.5 J	0.5 J	0.5	0.5 J	0.5 J	0.5 J	590 U	163	20 U	190 U
subsurface	Diethyl phthalate	(ug/kg)	5	2	40	3 J	3 J	3	3 J	3 J	3 J	990 U	241	20 U	190 U
subsurface	Dibutyl phthalate	(ug/kg)	5	0	0						20 U	1200 U	294	30 U	190 U
subsurface	Butylbenzyl phthalate	(ug/kg)	5	1	20	100 J	100 J	100	100 J	100 J	20 U	190 U	73.8	30 U	100 J
subsurface	Di-n-octyl phthalate	(ug/kg)	5	0	0						20 U	12000 U	2560	290 U	300 U
subsurface	Bis(2-ethylhexyl) phthalate	(ug/kg)	5	2	40	20 J	200 J	110	20 J	20 J	20 J	3000 U	688	190 U	200 J
subsurface	Bis(2-chloro-1-methylethyl) ether	(ug/kg)	2	0	0						20 U	190 U	105	20 U	20 U
subsurface	2,4-Dinitrotoluene	(ug/kg)	5	0	0						73 U	3000 U	843	99 U	970 U
subsurface	2,6-Dinitrotoluene	(ug/kg)	5	0	0						29 U	1200 U	466	99 U	970 U
subsurface	2-Chloronaphthalene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	2-Nitroaniline	(ug/kg)	5	0	0						29 U	1200 U	466	99 U	970 U
subsurface	3,3'-Dichlorobenzidine	(ug/kg)	5	0	0						99 U	4000 U	1070	200 U	970 U
subsurface	3-Nitroaniline	(ug/kg)	5	0	0						120 U	12000 U	2780	300 U	1200 U
subsurface	4-Bromophenyl phenyl ether	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	4-Chloroaniline	(ug/kg)	5	0	0						60 U	3000 U	757	74 U	580 U
subsurface	4-Chlorophenyl phenyl ether	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	4-Nitroaniline	(ug/kg)	5	0	0						99 U	5900 U	1450	150 U	970 U
subsurface	Benzoic acid	(ug/kg)	5	3	60	50 J	240	113	50 J	50 J	50 J	24000 U	5250	240	1900 U
subsurface	Benzyl alcohol	(ug/kg)	5	0	0						20 U	3000 U	671	74 U	190 U
subsurface	Bis(2-chloroethoxy) methane	(ug/kg)	5	0	0						20 U	1200 U	294	30 U	190 U
subsurface	Bis(2-chloroethyl) ether	(ug/kg)	5	0	0						15 U	590 U	210	40 U	390 U
subsurface	Carbazole	(ug/kg)	5	5	100	1 J	730	233	34	370	1 J	730	233	34	370
subsurface	Dibenzofuran	(ug/kg)	5	5	100	2 J	1500	571	32	1300	2 J	1500	571	32	1300
subsurface	Hexachlorobenzene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	Hexachlorobutadiene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	Hexachlorocyclopentadiene	(ug/kg)	5	0	0						99 U	12000 U	2730	300 U	970 U
subsurface	Hexachloroethane	(ug/kg)	5	0	0						20 U	2400 U	546	59 U	190 U
subsurface	Isophorone	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	Nitrobenzene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	N-Nitrosodipropylamine	(ug/kg)	5	0	0						15 U	590 U	210	40 U	390 U
subsurface	N-Nitrosodiphenylamine	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	Bis(2-chloroisopropyl) ether	(ug/kg)	3	0	0						15 U	590 U	207	15 U	15 U
subsurface	1,2-Dichlorobenzene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	1,3-Dichlorobenzene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	1,4-Dichlorobenzene	(ug/kg)	5	0	0						15 U	590 U	166	20 U	190 U
subsurface	1,2,4-Trichlorobenzene	(ug/kg)	5	0	0						5 U	590 U	164	20 U	190 U

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SUPPLEMENTAL FIGURES

Figure 3. Dames & Moore (1988b), Location of Soil Samples and Excavations
Figure 3-1. Jacobs Engineering (2000), Sample Location Map
Figure 2. GeoDesign (2003), Site Plan

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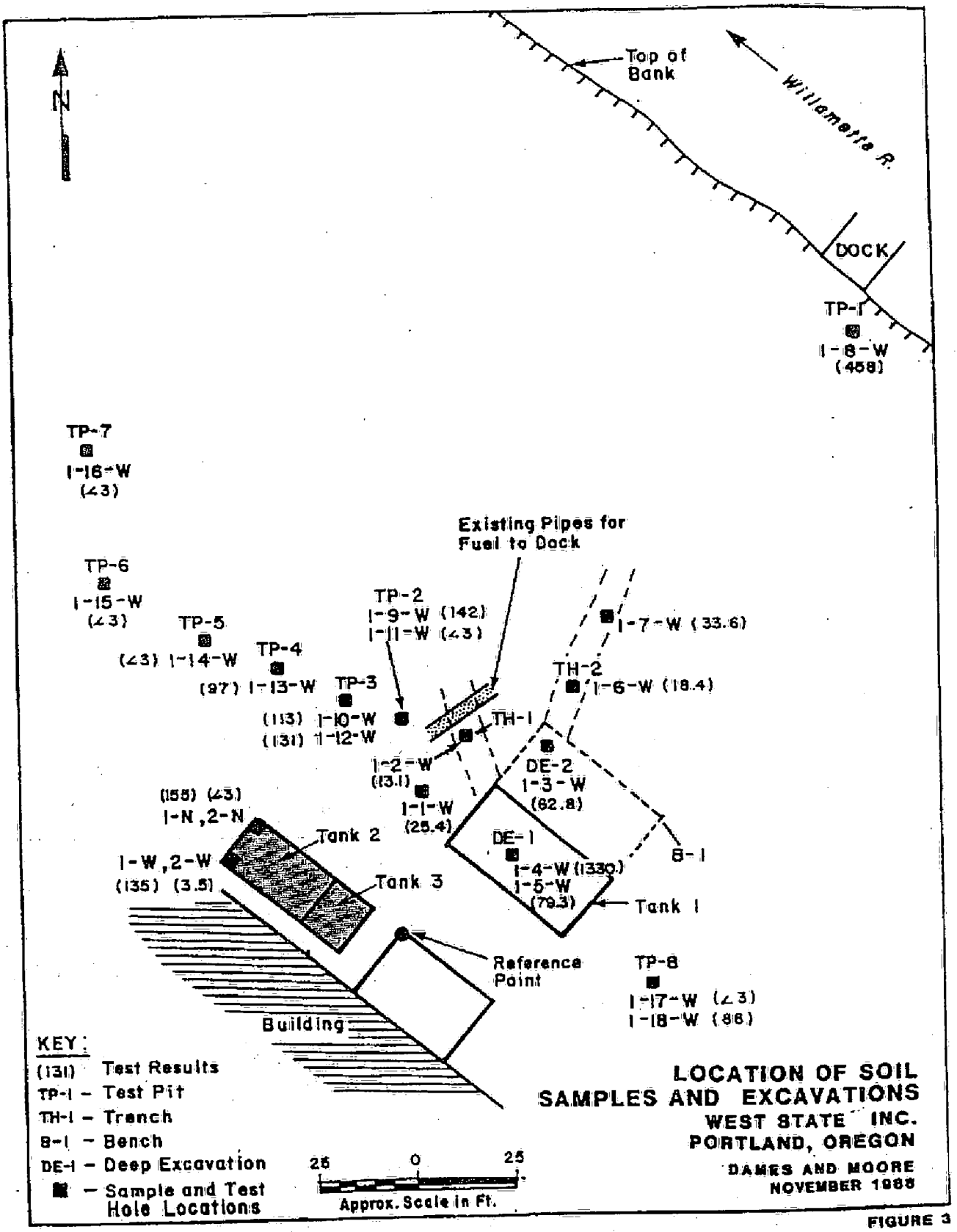

LOCATION OF SOIL SAMPLES AND EXCAVATIONS
WEST STATE INC.
PORTLAND, OREGON
DAMES AND MOORE
NOVEMBER 1988

FIGURE 3

JOB NO: 17438-001

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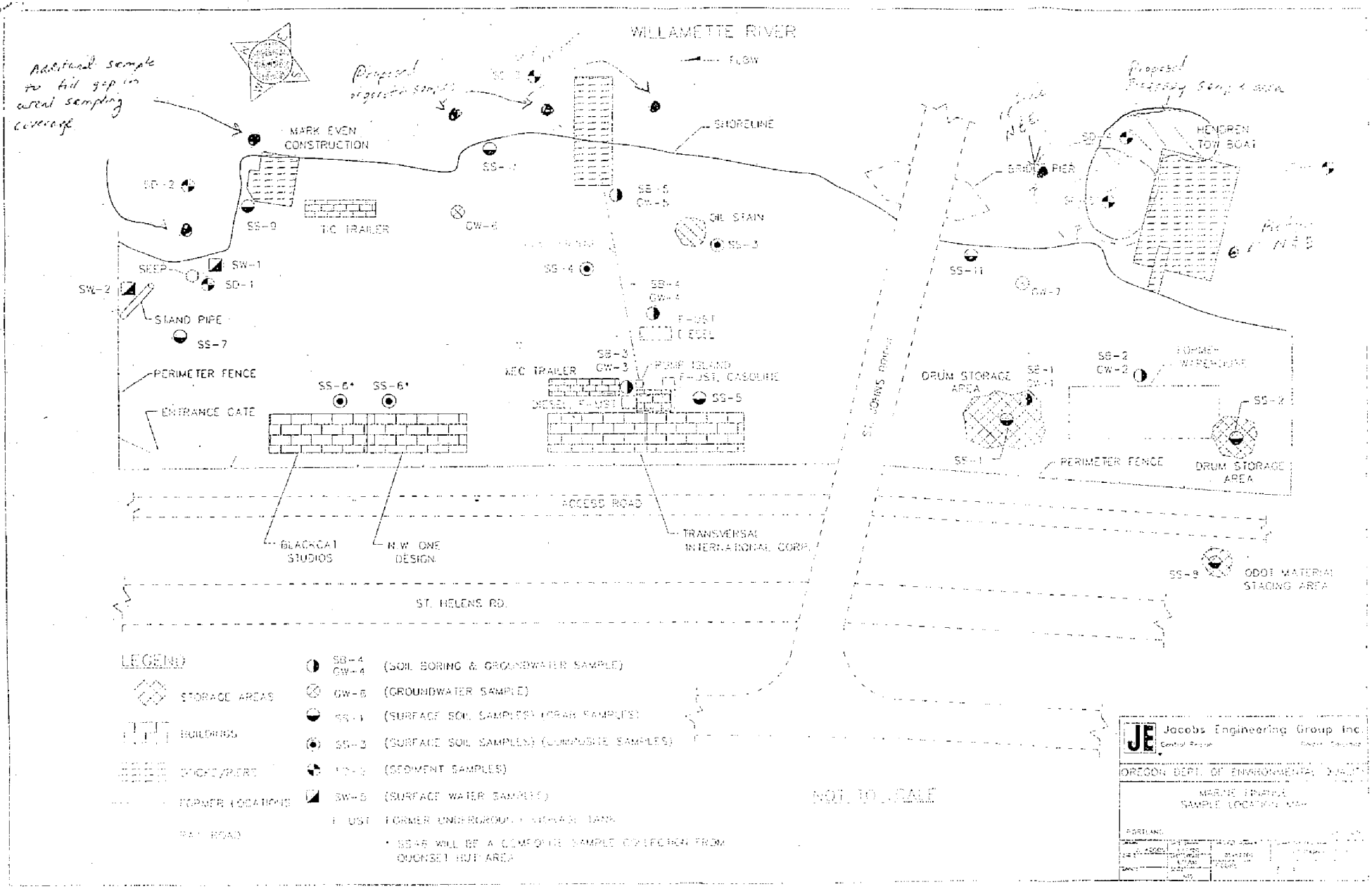
WILLAMETTE RIVER
FLOW
Additional sample to fill gap in areal sampling coverage
Proposed organotin samples
MARK EVEN CONSTRUCTION
SHORELINE
SD-2
SS-9
TIC TRAILER
GW-6
SB-5
GW-5
OIL STAIN
SS-3
SEEP
SW-1
SD-1
SW-2
STAND PIPE
SS-7
SS-4
SB-4
GW-4
F-UST
DIESEL
PERIMETER FENCE
ENTRANCE GATE
SS-6*
SS-6*
MEC TRAILER
SB-3
GW-3
PUMP ISLAND
F-UST, GASOLINE
DIESEL F-UST
SS-5
ACCESS ROAD
BLACKCAT STUDIOS
N.W. ONE DESIGN
TRANSVERSAL INTERNATIONAL CORP.
ST. HELENS RD.
ST. JOHNS BRIDGE
BRIDGE PIER
HENDREN TOW BOAT
SS-11
GW-7
DRUM STORAGE AREA
SB-1
GW-1
SS-1
SB-2
GW-2
FORMER WAREHOUSE
SS-2
PERIMETER FENCE
DRUM STORAGE AREA
SS-8
ODOT MATERIAL STAGING AREA
LEGEND
STORAGE AREAS
BUILDINGS
DOCKS/PIERS
FORMER LOCATIONS
RAIL ROAD
SB-4 GW-4 (SOIL BORING & GROUNDWATER SAMPLE)
GW-6 (GROUNDWATER SAMPLE)
SS-1 (SURFACE SOIL SAMPLES) (GRAB SAMPLES)
SS-3 (SURFACE SOIL SAMPLES) (COMPOSITE SAMPLES)
(SEDIMENT SAMPLES)
SW-5 (SURFACE WATER SAMPLES)
F-UST FORMER UNDERGROUND STORAGE TANK
* SS-6 WILL BE A COMPOSITE SAMPLE COLLECTION FROM QUONSET HUT AREA
NOT TO SCALE
JE Jacobs Engineering Group Inc.
OREGON DEPT. OF ENVIRONMENTAL QUALITY
MARINE FINANCE
SAMPLE LOCATION MAP
PORTLAND

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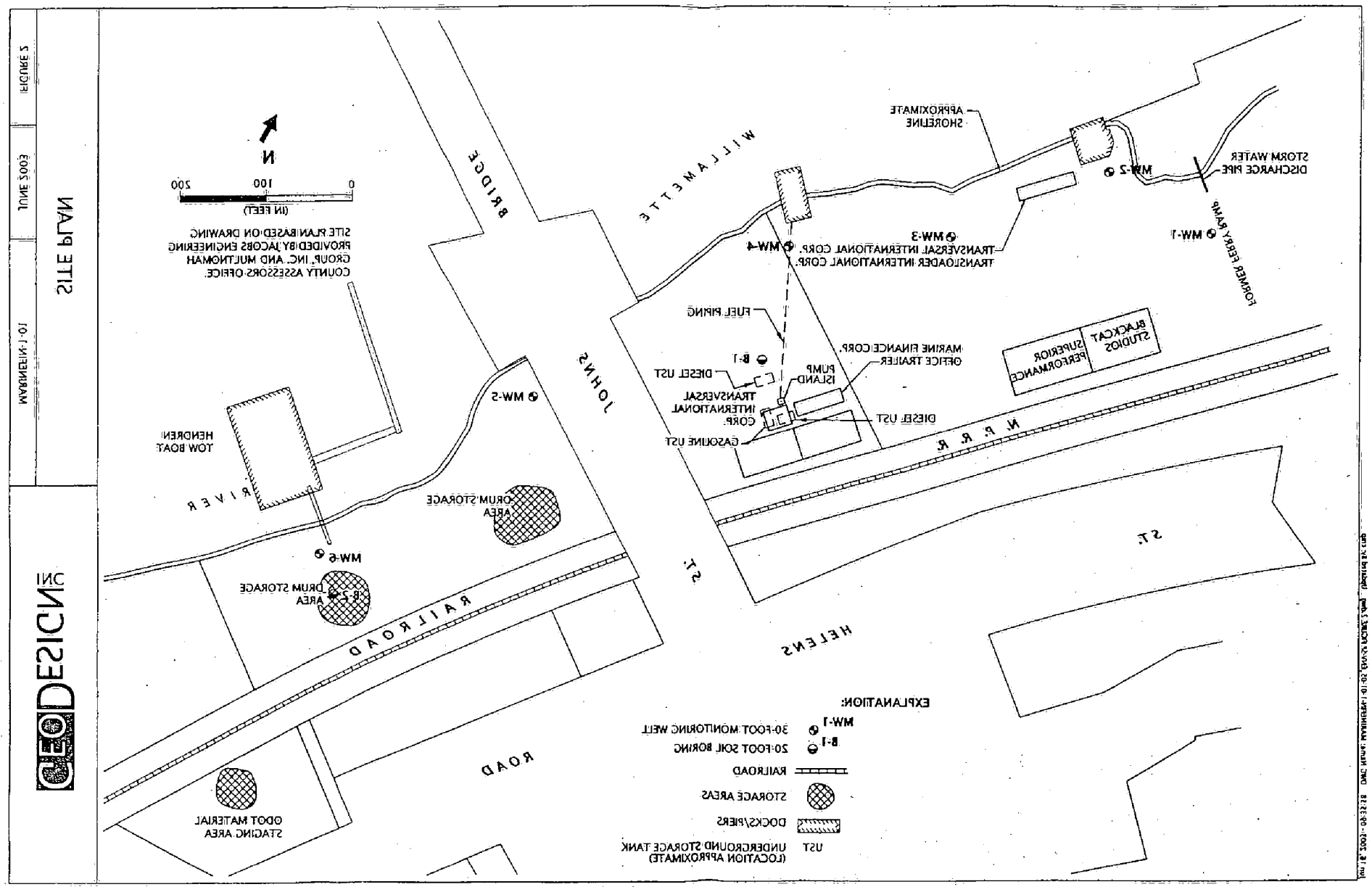

SITE PLAN
MARINE-1-01
JUNE 2003
FIGURE 2
GEODESIGN INC
N
0
100
200
(IN FEET)
SITE PLAN BASED ON DRAWING PROVIDED BY JACOBS ENGINEERING GROUP, INC. AND MULTNOMAH COUNTY ASSESSORS OFFICE.
WILLAMETTE
BRIDGE
JOHNS
RIVER
HENDREN TOW BOAT
MW-5
MW-6
DRUM STORAGE AREA
DRUM STORAGE AREA
B-2
RAILROAD
ST.
HELENS
ROAD
ODOT MATERIAL STAGING AREA
APPROXIMATE SHORELINE
STORM WATER DISCHARGE PIPE
MW-2
MW-1
FORMER FERRY RAMP
MW-3
MW-4
TRANSVERSAL INTERNATIONAL CORP.
TRANSLOADER INTERNATIONAL CORP.
FUEL PIPING
B-1
DIESEL UST
PUMP ISLAND
MARINE FINANCE CORP. OFFICE TRAILER
TRANSVERSAL INTERNATIONAL CORP.
DIESEL UST
GASOLINE UST
BLACKCAT STUDIOS
SUPERIOR PERFORMANCE
N.P.R.R.
ST.
EXPLANATION:
MW-1 30-FOOT MONITORING WELL
B-1 20-FOOT SOIL BORING
RAILROAD
STORAGE AREAS
DOCKS/PIERS
UST UNDERGROUND STORAGE TANK (LOCATION APPROXIMATE)

AAC001562

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR - 6 2003

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

MEMORANDUM

SUBJECT: Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability ("Common Elements")

FROM: Susan E. Bromm, Director
Office of Site Remediation Enforcement

TO: Director, Office of Site Remediation and Restoration, Region I
Director, Emergency and Remedial Response Division, Region II
Director, Hazardous Site Cleanup Division, Region III
Director, Waste Management Division, Region IV
Directors, Superfund Division, Regions V, VI, VII and IX
Assistant Regional Administrator, Office of Ecosystems Protection and Remediation, Region VIII
Director, Office of Environmental Cleanup, Region X
Director, Office of Environmental Stewardship, Region I
Director, Environmental Accountability Division, Region IV
Regional Counsel, Regions II, III, V, VI, VII, IX, and X
Assistant Regional Administrator, Office of Enforcement, Compliance, and Environmental Justice, Region VIII

I. Introduction

The Small Business Liability Relief and Brownfields Revitalization Act, ("Brownfields Amendments"), Pub. L. No. 107-118, enacted in January 2002, amended the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), to provide important liability limitations for landowners that qualify as: (1) bona fide prospective purchasers, (2) contiguous property owners, or (3) innocent landowners (hereinafter, "landowner liability protections" or "landowner provisions").

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To meet the statutory criteria for a landowner liability protection, a landowner must meet certain threshold criteria and satisfy certain continuing obligations.[1] Many of the conditions are the same or similar under the three landowner provisions ("common elements"). This memorandum is intended to provide Environmental Protection Agency personnel with some general guidance on the common elements of the landowner liability protections. Specifically, this memorandum first discusses the threshold criteria of performing "all appropriate inquiry" and demonstrating no "affiliation" with a liable party. The memorandum then discusses the continuing obligations:

- compliance with land use restrictions and not impeding the effectiveness or integrity of institutional controls;
- taking "reasonable steps" with respect to hazardous substances affecting a landowner's property;
- providing cooperation, assistance and access;
- complying with information requests and administrative subpoenas; and
- providing legally required notices.

A chart summarizing the common elements applicable to bona fide prospective purchasers, contiguous property owners, and innocent landowners is attached to this memorandum (Attachment A). In addition, two documents relating to reasonable steps are attached to this memorandum: (1) a "Questions and Answers" document (Attachment B); and (2) a sample site-specific Comfort/Status Letter (Attachment C).

This memorandum addresses only some of the criteria a landowner must meet in order to qualify under the statute as a bona fide prospective purchaser, contiguous property owner, or innocent landowner (i.e., the common elements described above). Other criteria (e.g., the criterion that a contiguous property owner "did not cause, contribute, or consent to the release or threatened release," found in CERCLA § 107(q)(1)(A)(i), and the criterion that a bona fide prospective purchaser and innocent landowner purchase the property after all disposal of hazardous substances at the facility, found in CERCLA §§ 101(40)(A), 101(35)(A)), are not addressed in this memorandum. In addition, this guidance does not address obligations landowners may have under state statutory or common law.

This memorandum is an interim guidance issued in the exercise of EPA's enforcement discretion. As EPA gains more experience implementing the Brownfields Amendments, the Agency may revise this guidance. EPA welcomes comments on this guidance and its implementation. Comments may be submitted to the contacts identified at the end of this memorandum.

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[1] See CERCLA §§ 101(40)(B)-(H), 107(q)(1)(A), 101(35)(A)-(B).

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II. Background

The bona fide prospective purchaser provision, CERCLA § 107(r), provides a new landowner liability protection and limits EPA's recourse for unrecovered response costs to a lien on property for the increase in fair market value attributable to EPA's response action. To qualify as a bona fide prospective purchaser, a person must meet the criteria set forth in CERCLA § 101(40), many of which are discussed in this memorandum. A purchaser of property must buy the property after January 11, 2002 (the date of enactment of the Brownfields Amendments), in order to qualify as a bona fide prospective purchaser. These parties may purchase property with knowledge of contamination after performing all appropriate inquiry, and still qualify for the landowner liability protection, provided they meet the other criteria set forth in CERCLA § 101(40).[2]

The new contiguous property owner provision, CERCLA § 107(q), excludes from the definition of "owner" or "operator" a person who owns property that is "contiguous" or otherwise similarly situated to, a facility that is the only source of contamination found on his property. To qualify as a contiguous property owner, a landowner must meet the criteria set forth in CERCLA § 107(q)(1)(A), many of which are common elements. This landowner provision "protects parties that are essentially victims of pollution incidents caused by their neighbor's actions." S. Rep. No. 107-2, at 10 (2001). Contiguous property owners must perform all appropriate inquiry prior to purchasing property. Persons who know, or have reason to know, prior to purchase, that the property is or could be contaminated, cannot qualify for the contiguous property owner liability protection.[3]

The Brownfields Amendments also clarified the CERCLA § 107(b)(3) innocent landowner affirmative defense. To qualify as an innocent landowner, a person must meet the criteria set forth in section 107(b)(3) and section 101(35). Many of the criteria in section 101(35) are common elements. CERCLA § 101(35)(A) distinguishes between three types of innocent landowners. Section 101(35)(A)(i) recognizes purchasers who acquire property without knowledge of the contamination. Section 101(35)(A)(ii) discusses governments acquiring contaminated property by escheat, other involuntary transfers or acquisitions, or the exercise of eminent domain authority by purchase or condemnation. Section 101(35)(A)(iii) covers inheritors of contaminated property. For purposes of this guidance, the term "innocent landowner" refers only to the unknowing purchasers as defined in section 101(35)(A)(i). Like

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[2] For a discussion of when EPA will consider providing a prospective purchaser with a covenant not to sue in light of the Brownfields Amendments, see "Bona Fide Prospective Purchasers and the New Amendments to CERCLA," B. Breen (May 31, 2001).

[3] CERCLA § 107(q)(1)(C) provides that a person who does not qualify as a contiguous property owner because he had, or had reason to have, knowledge that the property was or could be contaminated when he bought the property, may still qualify for a landowner liability protection as a bona fide prospective purchaser, as long as he meets the criteria set forth in CERCLA § 101(40).

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contiguous property owners, persons desiring to qualify as innocent landowners must perform all appropriate inquiry prior to purchase and cannot know, or have reason to know, of contamination in order to have a viable defense as an innocent landowner.

III. Discussion

A party claiming to be a bona fide prospective purchaser, contiguous property owner, or section 101(35)(A)(i) innocent landowner bears the burden of proving that it meets the conditions of the applicable landowner liability protection.[4] Ultimately, courts will determine whether landowners in specific cases have met the conditions of the landowner liability protections and may provide interpretations of the statutory conditions. EPA offers some general guidance below regarding the common elements. This guidance is intended to be used by Agency personnel in exercising enforcement discretion. Evaluating whether a party meets these conditions will require careful, fact-specific analysis.

A. Threshold Criteria

To qualify as a bona fide prospective purchaser, contiguous property owner, or innocent landowner, a person must perform "all appropriate inquiry" before acquiring the property. Bona fide prospective purchasers and contiguous property owners must, in addition, demonstrate that they are not potentially liable or "affiliated" with any other person that is potentially liable for response costs at the property.

1. *All Appropriate Inquiry*

To meet the statutory criteria of a bona fide prospective purchaser, contiguous property owner, or innocent landowner, a person must perform "all appropriate inquiry" into the previous ownership and uses of property before acquisition of the property. CERCLA §§ 101(40)(B), 107(q)(1)(A)(viii), 101(35)(A)(i),(B)(i). Purchasers of property wishing to avail themselves of a landowner liability protection cannot perform all appropriate inquiry after purchasing contaminated property. As discussed above, bona fide prospective purchasers may acquire property with knowledge of contamination, after performing all appropriate inquiry, and maintain their protection from liability. In contrast, knowledge, or reason to know, of contamination prior to purchase defeats the contiguous property owner liability protection and the innocent landowner liability protection.

The Brownfields Amendments specify the all appropriate inquiry standard to be applied. The Brownfields Amendments state that purchasers of property before May 31, 1997 shall take into account such things as commonly known information about the property, the value of the property if clean, the ability of the defendant to detect contamination, and other similar criteria. CERCLA § 101(35)(B)(iv)(I). For property purchased on or after May 31, 1997, the procedures

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[4] CERCLA §§ 101(40), 107(q)(1)(B), 101(35).

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of the American Society for Testing and Materials ("ASTM"), including the document known as Standard E1527 - 97, entitled "Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process," are to be used. CERCLA § 101(35)(B)(iv)(II). The Brownfields Amendments require EPA, not later than January 2004, to promulgate a regulation containing standards and practices for all appropriate inquiry and set out criteria that must be addressed in EPA's regulation. CERCLA § 101(35)(B)(ii), (iii). The all appropriate inquiry standard will thus be the subject of future EPA regulation and guidance.

2. *Affiliation*

To meet the statutory criteria of a bona fide prospective purchaser or contiguous property owner, a party must not be potentially liable or affiliated with any other person who is potentially liable for response costs.[5] Neither the bona fide prospective purchaser/contiguous property owner provisions nor the legislative history define the phrase "affiliated with," but on its face the phrase has a broad definition, covering direct and indirect familial relationships, as well as many contractual, corporate, and financial relationships. It appears that Congress intended the affiliation language to prevent a potentially responsible party from contracting away its CERCLA liability through a transaction to a family member or related corporate entity. EPA recognizes that the potential breadth of the term "affiliation" could be taken to an extreme, and in exercising its enforcement discretion, EPA intends to be guided by Congress' intent of preventing transactions structured to avoid liability.

The innocent landowner provision does not contain this "affiliation" language. In order

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[5] The bona fide prospective purchaser provision provides, in pertinent part:

> NO AFFILIATION—The person is not—(i) potentially liable, or affiliated with any other person that is potentially liable, for response costs at a facility through— (I) any direct or indirect familial relationship; or (II) any contractual, corporate, or financial relationship (other than a contractual, corporate, or financial relationship that is created by the instruments by which title to the facility is conveyed or financed or by a contract for the sale of goods or services); or (ii) the result of a reorganization of a business entity that was potentially liable. CERCLA § 101(40)(H).

The contiguous property owner provision provides, in pertinent part:

> NOT CONSIDERED TO BE AN OWNER OR OPERATOR— . . . (ii) the person is not— (I) potentially liable, or affiliated with any other person that is potentially liable, for response costs at a facility through any direct or indirect familial relationship or any contractual, corporate, or financial relationship (other than a contractual, corporate, or financial relationship that is created by a contract for the sale of goods or services); or (II) the result of a reorganization of a business entity that was potentially liable[.] CERCLA § 107(q)(1)(A)(ii).

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to meet the statutory criteria of the innocent landowner liability protection, however, a person must establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and the resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship. Contractual relationship is defined in section 101(35)(A).

B. Continuing Obligations

Several of the conditions a landowner must meet in order to achieve and maintain a landowner liability protection are continuing obligations. This section discusses those continuing obligations: (1) complying with land use restrictions and institutional controls; (2) taking reasonable steps with respect to hazardous substance releases; (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; (4) complying with information requests and administrative subpoenas; and (5) providing legally required notices.

1. *Land Use Restrictions and Institutional Controls*

The bona fide prospective purchaser, contiguous property owner, and innocent landowner provisions all require compliance with the following ongoing obligations as a condition for maintaining a landowner liability protection:

- the person is in compliance with any land use restrictions established or relied on in connection with the response action and

- the person does not impede the effectiveness or integrity of any institutional control employed in connection with a response action.

CERCLA §§ 101(40)(F), 107(q)(1)(A)(V), 101(35)(A). Initially, there are two important points worth noting about these provisions. First, because institutional controls are often used to implement land use restrictions, failing to comply with a land use restriction may also impede the effectiveness or integrity of an institutional control, and vice versa. As explained below, however, these two provisions do set forth distinct requirements. Second, these are ongoing obligations and, therefore, EPA believes the statute requires bona fide prospective purchasers, contiguous property owners, and innocent landowners to comply with land use restrictions and to implement institutional controls even if the restrictions or institutional controls were not in place at the time the person purchased the property.

Institutional controls are administrative and legal controls that minimize the potential for human exposure to contamination and protect the integrity of remedies by limiting land or

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resource use, providing information to modify behavior, or both.[6] For example, an institutional control might prohibit the drilling of a drinking water well in a contaminated aquifer or disturbing contaminated soils. EPA typically uses institutional controls whenever contamination precludes unlimited use and unrestricted exposure at the property. Institutional controls are often needed both before and after completion of the remedial action. Also, institutional controls may need to remain in place for an indefinite duration and, therefore, generally need to survive changes in property ownership (i.e., run with the land) to be legally and practically effective.

Generally, EPA places institutional controls into four categories:

(1) governmental controls (e.g., zoning);
(2) proprietary controls (e.g., covenants, easements);
(3) enforcement documents (e.g., orders, consent decrees); and
(4) informational devices (e.g., land record/deed notices).

Institutional controls often require a property owner to take steps to implement the controls, such as conveying a property interest (e.g., an easement or restrictive covenant) to another party such as a governmental entity, thus providing that party with the right to enforce a land use restriction; applying for a zoning change; or recording a notice in the land records.

Because institutional controls are tools used to limit exposure to contamination or protect a remedy by limiting land use, they are often used to implement or establish land use restrictions relied on in connection with the response action. However, the Brownfields Amendments require compliance with land use restrictions relied on in connection with the response action, even if those restrictions have not been properly implemented through the use of an enforceable institutional control. Generally, a land use restriction may be considered "relied on" when the restriction is identified as a component of the remedy. Land use restrictions relied on in connection with a response action may be documented in several places depending on the program under which the response action was conducted, including: a risk assessment; a remedy decision document; a remedy design document; a permit, order, or consent decree; under some state response programs, a statute (*e.g.*, no groundwater wells when relying on natural attenuation); or, in other documents developed in conjunction with a response action.

An institutional control may not serve the purpose of implementing a land use restriction for a variety of reasons, including: (1) the institutional control is never, or has yet to be, implemented; (2) the property owner or other persons using the property impede the effectiveness of the institutional controls in some way and the party responsible for enforcement of the institutional controls neglects to take sufficient measures to bring those persons into compliance; or (3) a court finds the controls to be unenforceable. For example, a chosen remedy might rely on an ordinance that prevents groundwater from being used as drinking water. If the local government failed to enact the ordinance, later changed the ordinance to allow for drinking

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[6] For additional information on institutional controls, see "Institutional Controls: A Site Manager's Guide to Identifying, Evaluating, and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups," September 2000, (OSWER Directive 9355.0-74FS-P).

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water use, or failed to enforce the ordinance, a landowner is still required to comply with the groundwater use restriction identified as part of the remedy to maintain its landowner liability protection. Unless authorized by the regulatory agency responsible for overseeing the remedy, if the landowner fails to comply with a land use restriction relied on in connection with a response action, the owner will forfeit the liability protection and EPA may use its CERCLA authorities to order the owner to remedy the violation, or EPA may remedy the violation itself and seek cost recovery from the noncompliant landowner.

In order to meet the statutory criteria of a bona fide prospective purchaser, contiguous property owner, or innocent landowner, a party may not impede the effectiveness or integrity of any institutional control employed in connection with a response action. See CERCLA §§ 101(40)(F)(ii), 107(q)(1)(A)(v)(II), 101(35)(A)(iii). Impeding the effectiveness or integrity of an institutional control does not require a physical disturbance or disruption of the land. A landowner could jeopardize the reliability of an institutional control through actions short of violating restrictions on land use. In fact, not all institutional controls actually restrict the use of land. For example, EPA and State programs often use notices to convey information regarding contamination on site rather than actually restricting the use. To do this, EPA or a State may require a notice to be placed in the land records. If a landowner removed the notice, the removal would impede the effectiveness of the institutional control. A similar requirement is for a landowner to give notice of any institutional controls on the property to a purchaser of the property. Failure to give this notice may impede the effectiveness of the control. Another example of impeding the effectiveness of an institutional control would be if a landowner applies for a zoning change or variance when the current designated use of the property was intended to act as an institutional control. Finally, EPA might also consider a landowner's refusal to assist in the implementation of an institutional control employed in connection with the response action, such as not recording a deed notice or not agreeing to an easement or covenant, to constitute a violation of the requirement not to impede the effectiveness or integrity of an institutional control.[7]

An owner may seek changes to land use restrictions and institutional controls relied on in connection with a response action by following procedures required by the regulatory agency responsible for overseeing the original response action. Certain restrictions and institutional controls may not need to remain in place in perpetuity. For example, changed site conditions, such as natural attenuation or additional cleanup, may alleviate the need for restrictions or institutional controls. If an owner believes changed site conditions warrant a change in land or resource use or is interested in performing additional response actions that would eliminate the need for particular restrictions and controls, the owner should review and follow the appropriate regulatory agency procedures prior to undertaking any action that may violate the requirements of this provision.

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[7] This may also constitute a violation of the ongoing obligation to provide full cooperation, assistance, and access. CERCLA §§ 101(40)(E), 107(q)(1)(A)(iv), 101(35)(A).

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2. *Reasonable Steps*

a. Overview

Congress, in enacting the landowner liability protections, included the condition that bona fide prospective purchasers, contiguous property owners, and innocent landowners take "reasonable steps" with respect to hazardous substance releases to do all of the following:

- Stop continuing releases,
- Prevent threatened future releases, and
- Prevent or limit human, environmental, or natural resource exposure to earlier hazardous substance releases.

CERCLA §§ 101(40)(D), 107(q)(1)(A)(iii), 101(35)(B)(i)(II).[8] Congress included this condition as an incentive for certain owners of contaminated properties to avoid CERCLA liability by, among other things, acting responsibly where hazardous substances are present on their property. In adding this new requirement, Congress adopted an approach that is consonant with traditional common law principles and the existing CERCLA "due care" requirement.[9]

By making the landowner liability protections subject to the obligation to take "reasonable steps," EPA believes Congress intended to balance the desire to protect certain landowners from CERCLA liability with the need to ensure the protection of human health and the environment. In requiring reasonable steps from parties qualifying for landowner liability protections, EPA believes Congress did not intend to create, as a general matter, the same types of response obligations that exist for a CERCLA liable party (e.g., removal of contaminated soil,

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[8] CERCLA § 101(40)(D), the bona fide prospective purchaser reasonable steps provision, provides: "[t]he person exercises appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to— (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance."

CERCLA § 107(q)(1)(A), the contiguous property owner reasonable steps provision, provides: "the person takes reasonable steps to— (I) stop any continuing release; (II) prevent any threatened future release; and (III) prevent or limit human, environmental, or natural resource exposure to any hazardous substance released on or from property owned by that person."

CERCLA § 101(35)(B)(II), the innocent landowner reasonable steps provision, provides: "the defendant took reasonable steps to— (aa) stop any continuing release; (bb) prevent any threatened future release; and (cc) prevent or limit any human, environmental, or natural resource exposure to any previously released hazardous substance."

[9] See innocent landowner provision, CERCLA § 107(b)(3)(a).

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extraction and treatment of contaminated groundwater).[10] Indeed, the contiguous property owner provision's legislative history states that absent "exceptional circumstances . . . , these persons are not expected to conduct ground water investigations or install remediation systems, or undertake other response actions that would be more properly paid for by the responsible parties who caused the contamination." S. Rep. No. 107-2, at 11 (2001). In addition, the Brownfields Amendments provide that contiguous property owners are generally not required to conduct groundwater investigations or to install ground water remediation systems. CERCLA § 107(q)(1)(D).[11] Nevertheless, it seems clear that Congress also did not intend to allow a landowner to ignore the potential dangers associated with hazardous substances on its property.

Although the reasonable steps legal standard is the same for the three landowner provisions, the obligations may differ to some extent because of other differences among the three statutory provisions. For example, as noted earlier, one of the conditions is that a person claiming the status of a bona fide prospective purchaser, contiguous property owner, or innocent landowner must have "carried out all appropriate inquiries" into the previous ownership and uses of the facility in accordance with generally accepted good commercial and customary standards and practices. CERCLA §§ 101(40)(B), 107(q)(1)(A)(viii), 101(35)(B). However, for a contiguous property owner or innocent landowner, knowledge of contamination defeats eligibility for the liability protection. A bona fide prospective purchaser may purchase with knowledge of the contamination and still be eligible for the liability protection. Thus, only the bona fide prospective purchaser could purchase a contaminated property that is, for example, on CERCLA's National Priorities List[12] or is undergoing active cleanup under an EPA or State

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[10] There could be unusual circumstances where the reasonable steps required of a bona fide prospective purchaser, contiguous property owner, or innocent landowner would be akin to the obligations of a potentially responsible party (e.g., the only remaining response action is institutional controls or monitoring, the benefit of the response action will inure primarily to the landowner, or the landowner is the only person in a position to prevent or limit an immediate hazard). This may be more likely to arise in the context of a bona fide prospective purchaser as the purchaser may buy the property with knowledge of the contamination.

[11] CERCLA § 107(q)(1)(D) provides:

> GROUND WATER. - With respect to a hazardous substance from one or more sources that are not on the property of a person that is a contiguous property owner that enters ground water beneath the property of the person solely as a result of subsurface migration in an aquifer, subparagraph (A)(iii) shall not require the person to conduct ground water investigations or to install ground water remediation systems, except in accordance with the policy of the Environmental Protection Agency concerning owners of property containing contaminated aquifers, dated May 24, 1995.

[12] The National Priorities List is "the list compiled by EPA pursuant to CERCLA § 105, of uncontrolled hazardous substance releases in the United States that are priorities for long-term remedial evaluation and response." 40 C.F.R. § 300.5 (2001).

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cleanup program, and still maintain his liability protection.

The pre-purchase "appropriate inquiry" by the bona fide prospective purchaser will most likely inform the bona fide prospective purchaser as to the nature and extent of contamination on the property and what might be considered reasonable steps regarding the contamination - - how to stop continuing releases, prevent threatened future releases, and prevent or limit human, environmental, and natural resource exposures. Knowledge of contamination and the opportunity to plan prior to purchase should be factors in evaluating what are reasonable steps, and could result in greater reasonable steps obligations for a bona fide prospective purchaser.[13] Because the pre-purchase "appropriate inquiry" performed by a contiguous property owner or innocent landowner must result in no knowledge of the contamination for the landowner liability protection to apply, the context for evaluating reasonable steps for such parties is different. That is, reasonable steps in the context of a purchase by a bona fide prospective purchaser may differ from reasonable steps for the other protected landowner categories (who did not have knowledge or an opportunity to plan prior to purchase). Once a contiguous property owner or innocent landowner learns that contamination exists on his property, then he must take reasonable steps considering the available information about the property contamination.

The required reasonable steps relate only to responding to contamination for which the bona fide prospective purchaser, contiguous property owner, or innocent landowner is not responsible. Activities on the property subsequent to purchase that result in new contamination can give rise to full CERCLA liability. That is, more than reasonable steps will likely be required from the landowner if there is new hazardous substance contamination on the landowner's property for which the landowner is liable. See, e.g., CERCLA § 101(40)(A) (requiring a bona fide prospective purchaser to show "[a]ll disposal of hazardous substances at the facility occurred before the person acquired the facility").

As part of the third party defense that pre-dates the Brownfields Amendments and continues to be a distinct requirement for innocent landowners, CERCLA requires the exercise of "due care with respect to the hazardous substance concerned, taking into consideration the characteristics of such hazardous substance, in light of all the relevant facts and circumstances." CERCLA § 107(b)(3)(a). The due care language differs from the Brownfields Amendments' new reasonable steps language. However, the existing case law on due care provides a reference point for evaluating the reasonable steps requirement. When courts have examined the due care requirement in the context of the pre-existing innocent landowner defense, they have generally concluded that a landowner should take some positive or affirmative step(s) when confronted with hazardous substances on its property. Because the due care cases cited in Attachment B (see Section III.B.2.b "Questions and Answers," below) interpret the due care statutory language and not the reasonable steps statutory language, they are provided as a reference point for the reasonable steps analysis, but are not intended to define reasonable steps.

The reasonable steps determination will be a site-specific, fact-based inquiry. That

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[13] As noted earlier, section 107(r)(2) provides EPA with a windfall lien on the property.

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inquiry should take into account the different elements of the landowner liability protections and should reflect the balance that Congress sought between protecting certain landowners from CERCLA liability and assuring continued protection of human health and the environment. Although each site will have its own unique aspects involving individual site analysis, Attachment B provides some questions and answers intended as general guidance on the question of what actions may constitute reasonable steps.

b. Site-Specific Comfort/Status Letters Addressing Reasonable Steps

Consistent with its "Policy on the Issuance of Comfort/Status Letters," ("1997 Comfort/Status Letter Policy"), 62 Fed. Reg. 4,624 (1997), EPA may, in its discretion, provide a comfort/status letter addressing reasonable steps at a specific site, upon request. EPA anticipates that such letters will be limited to sites with significant federal involvement such that the Agency has sufficient information to form a basis for suggesting reasonable steps (e.g., the site is on the National Priorities List or EPA has conducted or is conducting a removal action on the site). In addition, as the 1997 Comfort/Status Letter Policy provides, "[i]t is not EPA's intent to become involved in typical real estate transactions. Rather, EPA intends to limit the use of . . . comfort to where it may facilitate the cleanup and redevelopment of brownfields, where there is the realistic perception or probability of incurring Superfund liability, and where there is no other mechanism available to adequately address the party's concerns." Id. In its discretion, a Region may conclude in a given case that it is not necessary to opine about reasonable steps because it is clear that the landowner does not or will not meet other elements of the relevant landowner liability protection. A sample reasonable steps comfort/status letter is attached to this memorandum (see Attachment C).

The 1997 Comfort/Status Letter Policy recognizes that, at some sites, the state has the lead for day-to-day activities and oversight of a response action, and the Policy includes a "Sample State Action Letter." For reasonable steps inquiries at such sites, Regions should handle responses consistent with the existing 1997 Comfort/Status Letter Policy. In addition, where appropriate, if EPA has had the lead at a site with respect to response actions (e.g., EPA has conducted a removal action at the site), but the state will be taking over the lead in the near future, EPA should coordinate with the state prior to issuing a comfort/status letter suggesting reasonable steps at the site.

3. *Cooperation, Assistance, and Access*

The Brownfields Amendments require that bona fide prospective purchasers, contiguous property owners, and innocent landowners provide full cooperation, assistance, and access to persons who are authorized to conduct response actions or natural resource restoration at the vessel or facility from which there has been a release or threatened release, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response action or natural resource restoration at the vessel or facility. CERCLA §§ 101(40)(E), 107(q)(1)(A)(iv), 101(35)(A).

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4. *Compliance with Information Requests and Administrative Subpoenas*

The Brownfields Amendments require bona fide prospective purchasers and contiguous property owners to be in compliance with, or comply with, any request for information or administrative subpoena issued by the President under CERCLA. CERCLA §§ 101(40)(G), 107(q)(1)(A)(vi). In particular, EPA expects timely, accurate, and complete responses from all recipients of section 104(e) information requests. As an exercise of its enforcement discretion, EPA may consider a person who has made an inconsequential error in responding (e.g., the person sent the response to the wrong EPA address and missed the response deadline by a day), a bona fide prospective purchaser or contiguous property owner, as long as the landowner also meets the other conditions of the applicable landowner liability protection.

5. *Providing Legally Required Notices*

The Brownfields Amendments subject bona fide prospective purchasers and contiguous property owners to the same "notice" requirements. Both provisions mandate, in pertinent part, that "[t]he person provides all legally required notices with respect to the discovery or release of any hazardous substances at the facility." CERCLA §§ 101(40)(C), 107(q)(1)(A)(vii). EPA believes that Congress' intent in including this as an ongoing obligation was to ensure that EPA and other appropriate entities are made aware of hazardous substance releases in a timely manner.

"Legally required notices" may include those required under federal, state, and local laws. Examples of federal notices that may be required include, but are not limited to, those under: CERCLA § 103 (notification requirements regarding released substances); EPCRA § 304 ("emergency notification"); and RCRA § 9002 (notification provisions for underground storage tanks). The bona fide prospective purchaser and contiguous property owner have the burden of ascertaining what notices are legally required in a given instance and of complying with those notice requirements. Regions may require these landowners to self-certify that they *have provided* (in the case of contiguous property owners), or *will provide* within a certain number of days of purchasing the property (in the case of bona fide prospective purchasers), all legally required notices. Such self-certifications may be in the form of a letter signed by the landowner as long as the letter is sufficient to satisfy EPA that applicable notice requirements have been met. Like many of the other common elements discussed in this memorandum, providing legally required notices is an ongoing obligation of any landowner desiring to maintain its status as a bona fide prospective purchaser or contiguous property owner.

IV. Conclusion

Evaluating whether a landowner has met the criteria of a particular landowner provision will require careful, fact-specific analysis by the regions as part of their exercise of enforcement discretion. This memorandum is intended to provide EPA personnel with some general guidance on the common elements of the landowner liability protections. As EPA implements the Brownfields Amendments, it will be critical for the regions to share site-specific experiences and

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information pertaining to the common elements amongst each other and with the Office of Site Remediation Enforcement, in order to ensure national consistency in the exercise of the Agency's enforcement discretion. EPA anticipates that its Landowner Liability Protection Subgroup, which is comprised of members from various headquarters offices, the Offices of Regional Counsel, the Office of General Counsel, and the Department of Justice, will remain intact for the foreseeable future and will be available to serve as a clearinghouse for information for the regions on the common elements.

Questions and comments regarding this memorandum or site-specific inquiries should be directed to Cate Tierney, in OSRE's Regional Support Division (202-564-4254, Tierney.Cate@EPA.gov), or Greg Madden, in OSRE's Policy & Program Evaluation Division (202-564-4229, Madden.Gregory@EPA.gov).

V. Disclaimer

This memorandum is intended solely for the guidance of employees of EPA and the Department of Justice and it creates no substantive rights for any persons. It is not a regulation and does not impose legal obligations. EPA will apply the guidance only to the extent appropriate based on the facts.

Attachments

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Attachment A

Chart Summarizing Applicability of "Common Elements" to Bona Fide Prospective Purchasers, Contiguous Property Owners, and Section 101(35)(A)(i) Innocent Landowners

Common Element among the Brownfields Amendments Landowner Provisions	Bona Fide Prospective Purchaser	Contiguous Property Owner	Section 101 (35)(A)(i) Innocent Landowner
All Appropriate Inquiry	• •	• •	• •
No affiliation demonstration	• •	• •	• •
Compliance with land use restrictions and institutional controls	• •	• •	• •
Taking reasonable steps	• •	• •	• •
Cooperation, assistance, access	• •	• •	• •
Compliance with information requests and administrative subpoenas	• •	• •	• • •
Providing legally required notices	• •	• •	• • • • •

• • Although the innocent landowner provision does not contain this "affiliation" language, in order to meet the statutory criteria of the innocent landowner liability protection, a person must establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and the resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship. CERCLA § 107(b)(3). Contractual relationship is defined in section 101(35)(A).

• • • • Compliance with information requests and administrative subpoenas is not specified as a statutory criterion for achieving and maintaining the section 101(35)(A)(i) innocent landowner liability protection. However, CERCLA requires compliance with administrative subpoenas from all persons, and timely, accurate, and complete responses from all recipients of EPA information requests.

• • • • Provision of legally required notices is not specified as a statutory criterion for achieving and maintaining the section 101(35)(A)(i) innocent landowner liability protection. These landowners may, however, have notice obligations under federal, state and local laws.

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Attachment B

Reasonable Steps Questions and Answers

The "reasonable steps" required of a bona fide prospective purchaser, contiguous property owner, or section 101(35)(A)(i) innocent landowner under CERCLA §§ 101(40)(D), 107(q)(1)(A)(iii), and 101(35)(B)(i)(II), will be a site-specific, fact-based inquiry. Although each site will have its own unique aspects involving individual site analysis, below are some questions and answers intended to provide general guidance on the question of what actions may constitute reasonable steps. The answers provide a specific response to the question posed, without identifying additional actions that might be necessary as reasonable steps or actions that may be required under the other statutory conditions for each landowner provision (e.g., providing cooperation and access). In addition, the answers do not address actions that may be required under other federal statutes (e.g., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; and the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*), and do not address landowner obligations under state statutory or common law.[14]

Notification

Q1: If a person conducts "all appropriate inquiry" with respect to a property where EPA has conducted a removal action, discovers hazardous substance contamination on the property that is unknown to EPA, and then purchases the property, is notification to EPA or the state about the contamination a reasonable step?

A1: Yes. First, bona fide prospective purchasers may have an obligation to provide notice of the discovery or release of a hazardous substance under the legally required notice provision, CERCLA § 101(40)(C). Second, even if not squarely required by the notice conditions, providing notice of the contamination to appropriate governmental authorities would be a reasonable step in order to prevent a "threatened future release" and "prevent or limit . . . exposure." Congress specifically identified "notifying appropriate Federal, state, and local officials" as a typical reasonable step. S. Rep. No.107-2, at 11 (2001); see also, Bob's Beverage Inc. v. Acme, Inc., 169 F. Supp. 2d 695, 716 (N.D. Ohio 1999) (failure to timely notify EPA and Ohio EPA of groundwater contamination was factor in conclusion that party failed to exercise due care), *aff'd*, 264 F. 3d 692 (6th Cir. 2001). It should be noted that the bona fide prospective purchaser provision is the only one of the three landowner provisions where a person can purchase property with knowledge that it is contaminated and still qualify for the landowner liability protection.

[14] The Brownfields Amendments did not alter CERCLA § 114(a), which provides: "[n]othing in this chapter shall be construed or interpreted as preempting any State from imposing any additional liability or requirements with respect to the release of hazardous substances within such State."

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Site Restrictions

Q2: Where a property owner discovers unauthorized dumping of hazardous substances on a portion of her property, are site access restrictions reasonable steps?

A2: Site restrictions are likely appropriate as a first step, once the dumping is known to the owner. Reasonable steps include preventing or limiting "human, environmental, or natural resource exposure" to hazardous substances. CERCLA §§ 101(40)(D)(iii), 107(q)(1)(A)(iii)(III), 101(35)(B)(i)(II)(cc). The legislative history for the contiguous property owner provision specifically notes that "erecting and maintaining signs or fences to prevent public exposure" may be typical reasonable steps. S. Rep. No. 107-2, at 11 (2001); see also, Idylwoods Assoc. v. Mader Capital, Inc., 915 F. Supp. 1290, 1301 (W.D.N.Y. 1996) (failure to restrict access by erecting signs or hiring security personnel was factor in evaluating due care), *aff'd on reh'g*, 956 F. Supp. 410, 419-20 (W.D.N.Y. 1997); New York v. Delmonte, No. 98-CV-0649E, 2000 WL 432838, *4 (W.D.N.Y. Mar. 31, 2000) (failure to limit access despite knowledge of trespassers was not due care).

Containing Releases or Threatened Releases

Q3: If a new property owner discovers some deteriorating 55 gallon drums containing unknown material among empty drums in an old warehouse on her property, would segregation of the drums and identification of the material in the drums constitute reasonable steps?

A3: Yes, segregation and identification of potential hazards would likely be appropriate first steps. Reasonable steps must be taken to "prevent any threatened future release." CERCLA §§ 101(40)(D)(ii), 107(q)(1)(A)(iii)(II), 101(35)(B)(i)(II)(bb). To the extent the drums have the potential to leak, segregation and containment (e.g., drum overpack) would prevent mishandling and releases to the environment. For storage and handling purposes, an identification of the potential hazards from the material will likely be necessary. Additional identification steps would likely be necessary for subsequent disposal or resale if the material had commercial value.

Q4: If a property owner discovers that the containment system for an on-site waste pile has been breached, do reasonable steps include repairing the breach?

A4: One of the reasonable steps obligations is to "stop any continuing release." CERCLA §§ 101(40)(D)(i), 107(q)(1)(A)(iii)(I), 101(35)(B)(i)(II)(aa). In general, the property owner should take actions to prevent contaminant migration where there is a breach from an existing containment system. Both Congress and the courts have identified maintenance of hazardous substance migration controls as relevant property owner obligations. For example, in discussing contiguous property owners' obligations for migrating groundwater plumes, Congress identified "maintaining any existing barrier or other elements of a response action on their property that

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address the contaminated plume" as a typical reasonable step. S. Rep. No. 107-2, at 11 (2001); see also, Franklin County Convention Facilities Auth. v. American Premier Underwriters, Inc., 240 F.3d 534, 548 (6th Cir. 2001) (failure to promptly erect barrier that allowed migration was not due care); United States v. DiBiase Salem Realty Trust, No. Civ. A. 91-11028-MA, 1993 WL 729662, *7 (D. Mass. Nov. 19, 1993) (failure to reinforce waste pit berms was factor in concluding no due care), *aff'd*, 45 F.3d 541, 545 (1st Cir. 1995). In many instances, the current property owner will have responsibility for maintenance of the containment system. If the property owner has responsibility for maintenance of the system as part of her property purchase, then she should repair the breach. In other instances, someone other than the current landowner may have assumed that responsibility (e.g., a prior owner or other liable parties that signed a consent decree with EPA and/or a State). If someone other than the property owner has responsibility for maintenance of the containment system pursuant to a contract or other agreement, then the question is more complicated. At a minimum, the current owner should give notice to the person responsible for the containment system and to the government. Moreover, additional actions to prevent contaminant migration would likely be appropriate.

Q5: If a bona fide prospective purchaser buys property at a Superfund site where part of the approved remedy is an asphalt parking lot cap, but the entity or entities responsible for implementing the remedy (e.g., PRPs who signed a consent decree) are unable to repair the deteriorating cap (e.g., the PRPs are now defunct), should the bona fide prospective purchaser repair the deteriorating asphalt parking lot cap as reasonable steps?

A5: Taking "reasonable steps" includes steps to: "prevent or limit any human, environmental, or natural resource exposure to any previously released hazardous substances." CERCLA §§ 101(40)(D)(iii), 107(q)(1)(A)(iii)(III), 101(35)(B)(i)(II)(cc). In this instance, the current landowner may be in the best position to identify and quickly take steps to repair the asphalt cap and prevent additional exposures.

Remediation

Q6: If a property is underlain by contaminated groundwater emanating from a source on a contiguous or adjacent property, do reasonable steps include remediating the groundwater?

A6: Generally not. Absent exceptional circumstances, EPA will not look to a landowner whose property is not a source of a release to conduct groundwater investigations or install groundwater remediation systems. Since 1995, EPA's policy has been that, in the absence of exceptional circumstances, such a property owner did not have "to take any affirmative steps to investigate or prevent the activities that gave rise to the original release" in order to satisfy the innocent landowner due care requirement. See May 24, 1995 "Policy Toward Owners of Property Containing Contaminated Aquifers." ("1995 Contaminated Aquifers Policy"). In the Brownfields Amendments, Congress explicitly identified this policy in noting that reasonable

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steps for a contiguous property owner "shall not require the person to conduct groundwater investigations or to install groundwater remediation systems," except in accordance with that policy. See CERCLA § 107(q)(1)(D). The policy does not apply "where the property contains a groundwater well, the existence or operation of which may affect the migration of contamination in the affected area." 1995 Contaminated Aquifers Policy, at 5. In such instances, a site-specific analysis should be used in order to determine reasonable steps. In some instances, reasonable steps may simply mean operation of the groundwater well consistent with the selected remedy. In other instances, more could be required.

Q7: If a protected landowner discovers a previously unknown release of a hazardous substance from a source on her property, must she remediate the release?

A7: Provided the landowner is not otherwise liable for the release from the source, she should take some affirmative steps to "stop the continuing release," but EPA would not, absent unusual circumstances, look to her for performance of complete remedial measures. However, notice to appropriate governmental officials and containment or other measures to mitigate the release would probably be considered appropriate. Compare Lincoln Properties, Ltd. v. Higgins, 823 F. Supp. 1528, 1543-44 (E.D. Calif. 1992) (sealing sewer lines and wells and subsequently destroying wells to protect against releases helped establish party exercised due care); Redwing Carriers, Inc. v. Saraland Apartments, 94 F.3d 1489, 1508 (11th Cir. 1996) (timely development of maintenance plan to remove tar seeps was factor in showing due care was exercised); New York v. Lashins Arcade Co., 91 F.3d 353 (2nd Cir. 1996) (instructing tenants not to discharge hazardous substances into waste and septic systems, making instructions part of tenancy requirements, and inspecting to assure compliance with this obligation, helped party establish due care); with Idylwoods Assoc. v. Mader Capital, Inc., 956 F. Supp. 410, 419-20 (W.D.N.Y. 1997) (property owner's decision to do nothing resulting in spread of contamination to neighboring creek was not due care); Kerr-McGee Chem. Corp. v. Lefton Iron & Metal Co., 14 F.3d 321, 325 (7th Cir. 1994) (party that "made no attempt to remove those substances or to take any other positive steps to reduce the threat posed" did not exercise due care). As noted earlier, if the release is the result of a disposal after the property owner's purchase, then she may be required to undertake full remedial measures as a CERCLA liable party. Also, if the source of the contamination is on the property, then the property owner will not qualify as a contiguous property owner but may still qualify as an innocent landowner or a bona fide prospective purchaser.

Site Investigation

Q8: If a landowner discovers contamination on her property, does the obligation to take reasonable steps require her to investigate the extent of the contamination?

A8: Generally, where the property owner is the first to discover the contamination, she should

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take certain basic actions to assess the extent of contamination. Absent such an assessment, it will be very difficult to determine what reasonable steps will stop a continuing release, prevent a threatened future release, or prevent or limit exposure. While a full environmental investigation may not be required, doing nothing in the face of a known or suspected environmental hazard would likely be insufficient. See, e.g., United States v. DiBiase Salem Realty Trust, 1993 WL 729662, *7 (failure to investigate after becoming aware of dangerous sludge pits was factor in concluding party did not exercise due care), *aff'd*, 45 F.3d 541, 545 (1st Cir. 1995); United States v. A&N Cleaners and Launderers, Inc., 854 F. Supp. 229 (S.D.N.Y. 1994) (dictum) (failing to assess environmental threats after discovery of disposal would be part of due care analysis). Where the government is actively investigating the property, the need for investigation by the landowner may be lessened, but the landowner should be careful not to rely on the fact that the government has been notified of a hazard on her property as a shield to potential liability where she fails to conduct any investigation of a known hazard on her property. Compare New York v. Lashins Arcade Co., 91 F.3d 353, 361 (2nd Cir. 1996) (no obligation to investigate where RI/FS already commissioned) with DiBiase Salem Realty Trust, 1993 WL 729662, *7 (State Department of Environmental Quality knowledge of hazard did not remove owner's obligation to make some assessment of site conditions), *aff'd*, 45 F.3d 541, 545 (1st Cir. 1995).

Performance of EPA Approved Remedy

Q9: If a new purchaser agrees to assume the obligations of a prior owner PRP, as such obligations are defined in an order or consent decree issued or entered into by the prior owner and EPA, will compliance with those obligations satisfy the reasonable steps requirement?

A9: Yes, in most cases compliance with the obligations of an EPA order or consent decree will satisfy the reasonable steps requirement so long as the order or consent decree comprehensively addresses the obligations of the prior owner through completion of the remedy. It should be noted that not all orders or consent decrees identify obligations through completion of the remedy and some have open-ended cleanup obligations.

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Attachment C

Sample Federal Superfund Interest Reasonable Steps Letter

The sample comfort/status letter below may be used in the exercise of enforcement discretion where EPA has sufficient information regarding the site to have assessed the hazardous substance contamination and has enough information about the property to make suggestions as to steps necessary to satisfy the "reasonable steps" requirement. In addition, like any comfort/status letter, the letters should be provided in accordance with EPA's "Comfort/Status Letter Policy." That is, they are not necessary or appropriate for purely private real estate transactions. Such letters may be issued when: (1) there is a realistic perception or probability of incurring Superfund liability, (2) such comfort will facilitate the cleanup and redevelopment of a brownfield property, (3) there is no other mechanism to adequately address the party's concerns, and (4) EPA has sufficient information about the property to provide a basis for suggesting reasonable steps.

[Insert Addressee]

Re: **[Insert Name or Description of Property]**

Dear **[insert name of requester]:**

I am writing in response to your letter dated **[insert date]** concerning the property referenced above. As you know, the **[insert name]** property is located within or near the **[insert name of CERCLIS site.]** EPA is currently **[insert description of action EPA is taking or plans to take and any contamination problem.]**

The **[bona fide prospective purchaser, contiguous property owner, or innocent landowner]** provision states that a person meeting the criteria of **[insert section]** is protected from CERCLA liability. **[For bona fide prospective purchaser only, it may be appropriate to insert following language: To the extent EPA's response action increases the fair market value of the property, EPA may have a windfall lien on the property. The windfall lien is limited to the increase in fair market value attributable to EPA's response action, capped by EPA's unrecovered response costs.]** (I am enclosing a copy of the relevant statutory provisions for your reference.) To qualify as a **[bona fide prospective purchaser, contiguous property owner, or section 101(35)(A)(i) innocent landowner]**, a person must (among other requirements) take "reasonable steps" with respect to stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resources exposure to earlier releases. You have asked what actions you must take, as the **[owner or prospective owner]** of the property, to satisfy the "reasonable steps" criterion.

As noted above, EPA has conducted a **[insert most recent/relevant action to "reasonable steps" inquiry taken by EPA]** at **[insert property name]** and has identified a

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number of environmental concerns. Based on the information EPA has evaluated to date, EPA believes that, for an owner of the property, the following would be appropriate reasonable steps with respect to the hazardous substance contamination found at the property:

[insert paragraphs outlining reasonable steps with respect to each environmental concern]

This letter does not provide a release from CERCLA liability, but only provides information with respect to reasonable steps based on the information EPA has available to it. This letter is based on the nature and extent of contamination known to EPA at this time. If additional information regarding the nature and extent of hazardous substance contamination at **[insert property name]** becomes available, additional actions may be necessary to satisfy the reasonable steps criterion. In particular, if new areas of contamination are identified, you should ensure that reasonable steps are undertaken. As the property owner, you should ensure that you are aware of the condition of your property so that you are able to take reasonable steps with respect to any hazardous substance contamination at or on the property.

Please note that the **[bona fide prospective purchaser, contiguous property owner, or innocent landowner]** provision has a number of conditions in addition to those requiring the property owner to take reasonable steps. Taking reasonable steps and many of the other conditions are continuing obligations of the **[bona fide prospective purchaser, contiguous property owner, or section 101(35)(A)(i) innocent landowner]**. You will need to assess whether you satisfy each of the statutory conditions for the **[bona fide prospective purchaser, contiguous property owner, or innocent landowner]** provision and continue to meet the applicable conditions.

EPA hopes this information is useful to you. If you have any questions, or wish to discuss this letter, please feel free to contact **[insert EPA contact and address]**.

Sincerely,

[insert name of EPA contact]

AAC001584

Carol Keddy

From: Debra Braddock
Sent: Monday, June 07, 2004 8:38 AM
To: Carol Keddy
Cc: Chris Reive; Ed Trompke
Subject: FW: Preliminary Scope of Work for NFA Determination, Fomrer Marine Finance Corporation

-----Original Message-----
From: Chris Reive
Sent: Monday, June 07, 2004 8:35 AM
To: Ed Trompke
Cc: Debra Braddock
Subject: FW: Preliminary Scope of Work for NFA Determination, Fomrer Marine Finance Corporation

-----Original Message-----
From: Anna St. john [mailto:astjohn@mfainc.org]
Sent: Friday, June 04, 2004 4:38 PM
To: Chris Reive (Jordan and Schrader) (Chris Reive (Jordan and Schrader))
Cc: Anna St. john
Subject: Preliminary Scope of Work for NFA Determination, Fomrer Marine Finance Corporation

Hi Chris: (b) (6) Here is a preliminary scope of work and associated cost for obtaining an NFA for the upland part of the property.

1. DEQ believes that the current soil and groundwater data are sufficient to evaluate possible risks and to prepare a source control recommendation. A favorable source control recommendation is necessary for an NFA for the upland part of the site. Although liability for possible sediment impacts will be retained, we may be able to argue that current impacts are from an upgradient source (given the current distribution of impacts).
2. DEQ needs to prepare a source control recommendation for EPA. The source control recommendation needs to contain an analysis of whether soil or groundwater are adversely impacting surface water or sediment.
3. To prepare the source control recommendation, DEQ needs us to prepare a comprehensive report summarizing all of the soil and groundwater data collected to date and screening the data against relevant screening levels (DEQ eco SLVs, ambient water quality criteria). DEQ will provide the criteria (which are very conservative). Mark Pugh noted that exceedances will only trigger implementation of BMPs but not remediation.
4. DEQ estimates their costs at about $7400 to review the report and prepare a recommendation for EPA.
5. MFA costs to prepare the report and attend meetings/participate in conference calls is less than $25,000 (assuming that we receive all of the previous soil and groundwater data electronically from GeoDesign – we only have the most recent information).

I'll call you on Monday to discuss the details and can also provide a proposal and detailed cost estimate for the work.

Have a great weekend!

Anna St. John, R.G.
Principal Hydrogeologist
Maul Foster & Alongi, Inc.
3121 SW Moody Avenue, Ste. 200
Portland, Oregon 97239

Phone: 971-544-2139 or 800-896-4405 x 2113
Fax: 971-544-2140

Cellular phone: (b) (6)

Personal
Property List

AAC001586

Carol Keddy

From: Carol Keddy
Sent: Friday, July 02, 2004 12:32 PM
To: 'deeb@aadiving.com'; 'Scott Burgess'
Cc: Chris Reive; Ed Trompke
Subject: FW: Advanced American Diving Service PPA 62804.doc

Hi, here's the draft of the PPA as promised from Mr. Landman. Chris will be reviewing this next week.

I'm still working with Marilyn Wall and Gordon Carey to clarify the personal property issues. I'm going to be out the first couple days of next week, but will get back into that when I'm back in the office. I'm trying to determine whether the Quonset huts are personal property; I think they may be. Also there are a couple of trailers/manufactured homes and possibly a boat on the property. The boat belongs to Doug Watson and he will have to arrange to have it removed if he hasn't already done so. One of the trailers (if it even still belongs to Marine Finance) is lived in by the property's caretaker and was promised to him by Marine Finance several years ago so it would not be included; the other one can be transferred as personal property according to Gordon Carey. There may be other articles of personal property in that trailer (some couches, etc.) which can either be disposed of or transferred to AAD, whatever your preference. All this information comes from Gordon's memory (for whatever value that may be) but I'll get back in touch with his assistant for a referral to the caretaker next week if you want me to follow up on this. Maybe we/you might want to just go look at what's out there, decide what you want, and then we can negotiate to have whatever you really want transferred to you by getting it listed on the personal property exhibit and then transferred by bill of sale at closing. Since the provision is in the agreement requiring them to clean up the property prior to closing, if there are items which just need to be hauled away, we could cover that through that provision and make the seller handle it prior to closing.

In any event, I'll get back in touch later next week. I'm also looking at a couple of lease issues and will discuss those in more detail with Marilyn Wall next week as well.

Thanks, Carol Keddy
-----Original Message-----
From: Ed Trompke
Sent: Friday, July 02, 2004 10:02 AM
To: Chris Reive; Debra Braddock; Carol Keddy
Subject: FW: Advanced American Diving Service PPA 62804.doc

This arrived yesterday from DEQ. Chris, would you handle/coordinate the review and response? Thanks.

Ed

-----Original Message-----
From: LANDMAN Charlie [mailto:Landman.Charlie@deq.state.or.us]
Sent: Thursday, July 01, 2004 2:26 PM
To: scottb@aadiving.com; ed.trompke@jordanschrader.com
Subject: Advanced American Diving Service PPA 62804.doc

Gentlemen:

Attached for your review is a draft Prospective Purchaser Agreement for the former Marine Finance property. Please note that most of Sections 3,4 and 5 are boilerplate and not subject to amendments except in unusual circumstances. I will be out until July 7, but please give me a call if you have any questions.

Charlie Landman

INDEX OF PURCHASE OF MARINE
FINANCE, INC.
Advanced American Diving/Marine
Finance Property
43462/43933
VOLUME I

INDEX OF PURCHASE OF MARINE FINANCE, INC.
Advanced American Diving/Marine Finance Property
43462/32933

VOLUME ONE

1. Transaction Tracking Form
2. Purchase & Sale Agreement/Addendum
3. Existing Leases
4. Notices to Tenants to Vacate
5. New Leases
6. State DSL Leases
7. Submerged Land Survey
8. Railroad Private Crossing Agreement
9. ODOT Permit (Crossing beneath St. John's Bridge)
10. Personal Property List
11. UCC Search
12. City of Portland Zoning Use Issues
13. PDC Issues
14. Metro Plans for Property
15. Pump Station – Survey & Access Easement
16. Property Insurance
17. Flood Plain Information
18. Property Survey

18a AAD Map of Spaces

18b MF Caretaker Map of Spaces & Tenants

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Advanced American Diving/Marine Finance Property
43462/32933

VOLUME TWO

19. Environmental
    a. PPA
    b. MFA Agreement
    c. GeoDesign Data
    d. MFA Data

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Advanced American Diving/Marine Finance Property
43462/32933

VOLUME THREE

20. Fidelity National Title Company Preliminary Title Report w/Exceptions
21. Fidelity National Title Company Amended Preliminary Title Report

INDEX OF PURCHASE OF MARINE FINANCE, INC.
Advanced American Diving/Marine Finance Property
43462/32933

VOLUME FOUR

22. Oregon Title Insurance Prior Title Report
23. Ticor Title Insurance Prior Title Report

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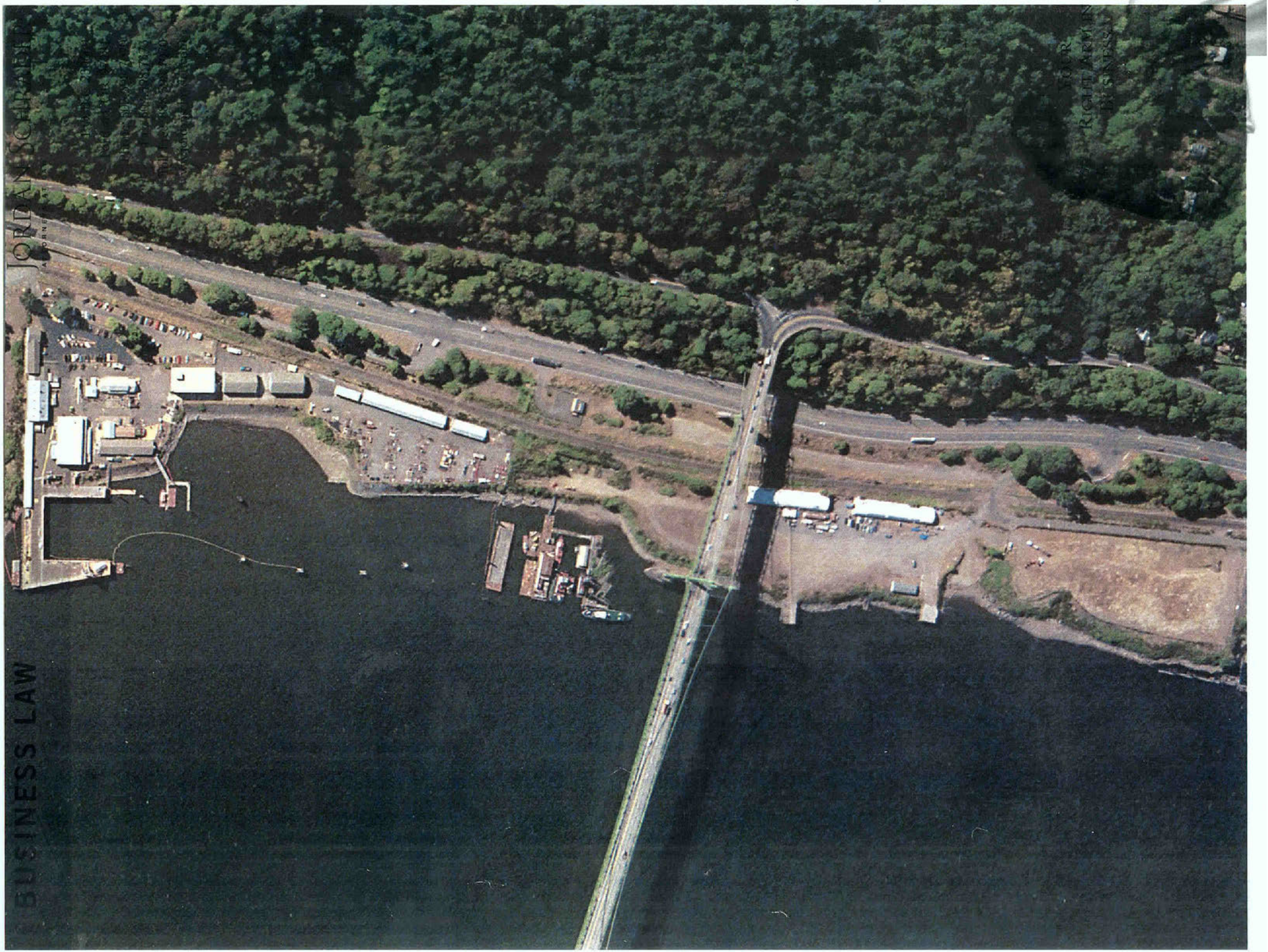

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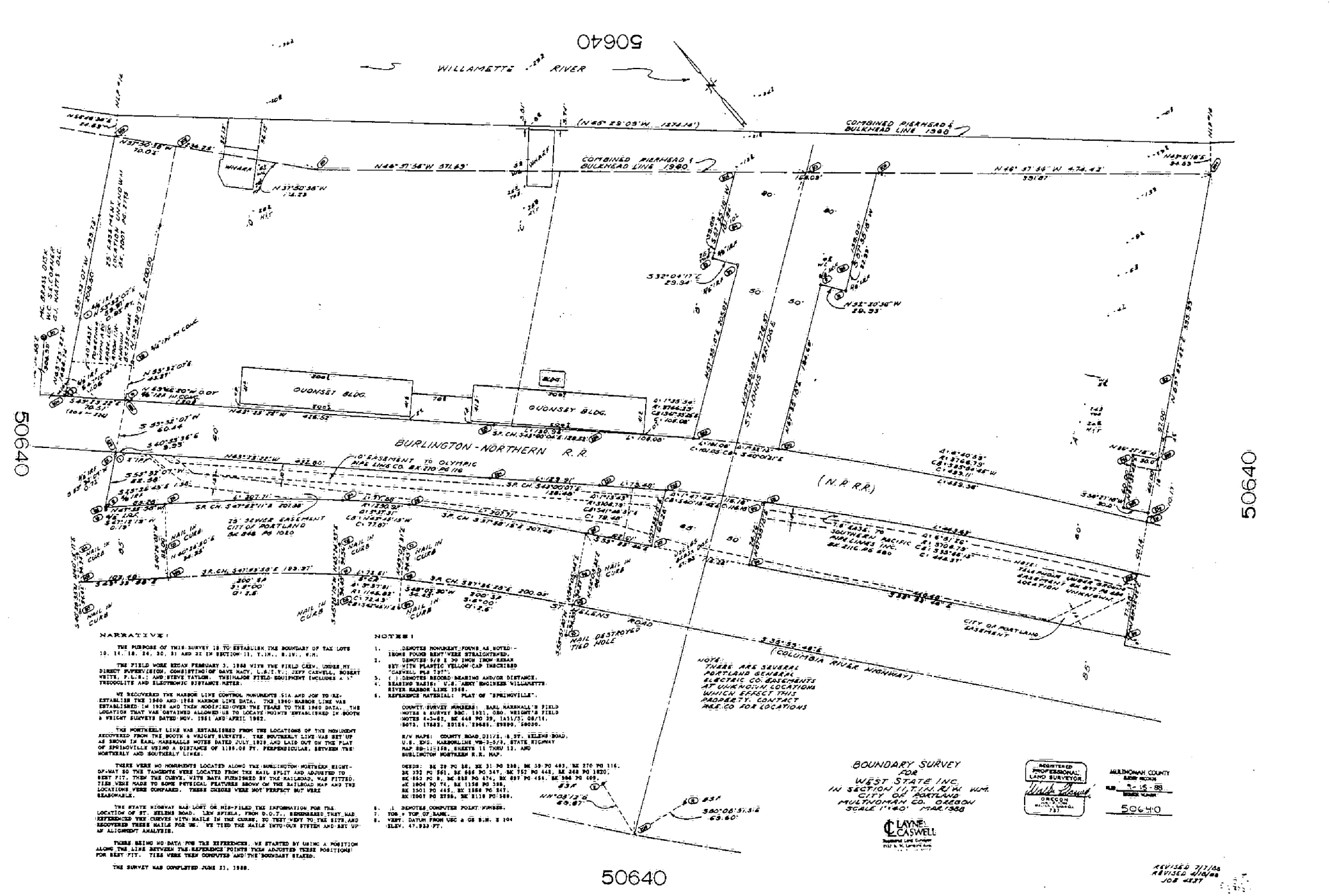


NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE HILGON FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

WE RECOVERED THE HARBOR LINE CONTROL MONUMENTS 51A AND 30F TO RE-ESTABLISH THE 1940 AND 1958 HARBOR LINE DATA. THE 1940 HARBOR LINE WAS ESTABLISHED IN 1928 AND THEN MODIFIED OVER THE YEARS TO THE 1940 DATA. THE LOCATION THAT WAS OBTAINED ALLOWED US TO LOCATE POINTS ESTABLISHED IN BOOTH & WRIGHT SURVEYS DATED NOV. 1951 AND APRIL 1962.

THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF TWO MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALL'S NOTES DATED JULY, 1928 AND LAID OUT ON THE PLAT OF SPRINGVILLE USING A DISTANCE OF 1188.08 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT. THEN THE CURVE, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

THE STATE HIGHWAY HAS LOST OR MIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEN SPIELA, FROM D.O.T., REMEMBERED THAT HAS REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THESE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

THERE BEING NO DATA FOR THE REFERENCES, WE STARTED BY USING A POSITION ALONG THE LINE BETWEEN THE REFERENCE POINTS THEN ADJUSTED THESE POSITIONS FOR BEST FIT. TIES WERE THEN COMPUTED AND THE BOUNDARY STAKED.

THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. ○ DENOTES MONUMENT FOUND AS NOTED - IRONS FOUND BENT WERE STRAIGHTENED.
2. ● DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 2127".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1921, ORD. WRIGHT'S FIELD NOTES 4-3-62, BK 448 PG 39, 1&11/53, 08/14, 18073, 17683, 20184, 19685, 19899, 20035.

R/W MAPS: COUNTY ROAD 2311, S. ST. HELENS ROAD, U.S. ENG. HARBORLINE WE-3-5/3, STATE HIGHWAY MAP 20-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

DEEDS: BK 29 PG 25; BK 31 PG 298; BK 39 PG 483, BK 270 PG 116, BK 392 PG 561, BK 686 PG 347, BK 752 PG 448, BK 868 PG 1820, BK 853 PG 8, BK 888 PG 474, BK 897 PG 484, BK 906 PG 109, BK 1804 PG 74, BK 1158 PG 388, BK 1501 PG 465, BK 1868 PG 847, BK 17001 PG 2788, BK 8138 PG 388.

6. ⊥ DENOTES COMPUTED POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. X 104 ELEV. 47.933 FT.

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT P.G.E. CO. FOR LOCATIONS

BOUNDARY SURVEY
FOR
WEST STATE INC.
IN SECTION 11, T.1N., R.1W. W.M.
CITY OF PORTLAND
MULTNOMAH CO. OREGON
SCALE 1"=40' MAR. 1988

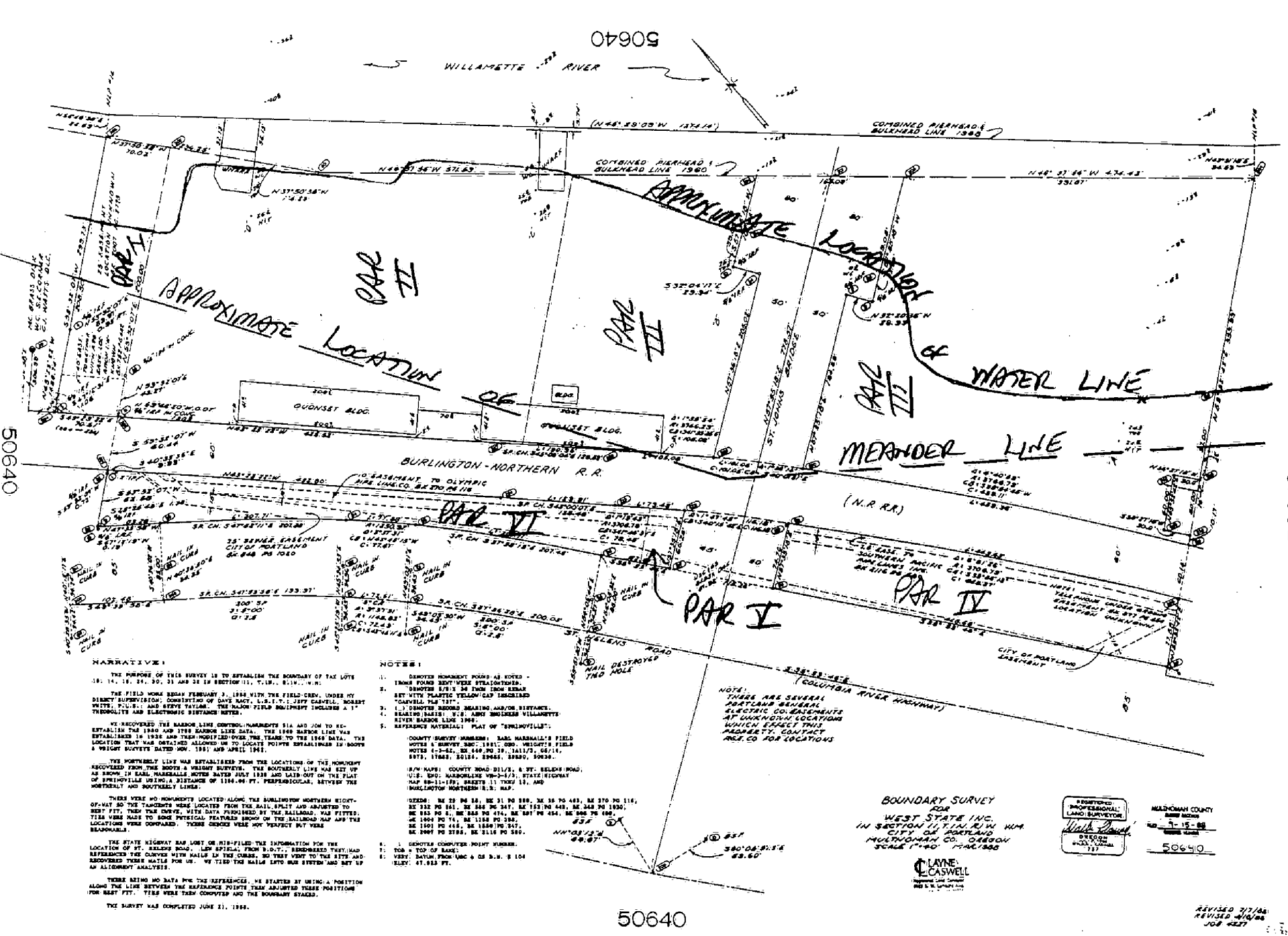
LAYNE CASWELL
Professional Land Surveyor
812 S.W. Washington

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 31, 1973

MULTNOMAH COUNTY
SURVEY RECORDS
9-15-88
50640

REVISED 7/7/88
REVISED 9/16/88
JOB #877

AAC001594



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THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF THE MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALL'S NOTES DATED JULY 1938 AND LAID OUT ON THE PLAT OF SWIMOVILLE USING A DISTANCE OF 1184.06 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT. THEN THE CURVE, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

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3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: S.P.C. ARMY ENGINEERS WILLAMETTE RIVER HARBOR LINE 1960.
5. REFERENCE MATERIAL: PLAT OF "SWIMOVILLE"; COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY 3801, 1961; OSD, WRIGHT'S FIELD NOTES 4-3-62, EX 648,PG 38, 1411/3, 68/14, 5978, 17868, 50184, 29680, 29820, 50639.

R/W MAPS: COUNTY ROAD 311/3, & ST. HELENS ROAD; U.S. DEPT. HARBORLINE VM-3-4/3, STATE HIGHWAY MAP 88-11-1F8, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

DEEDS: BK 23 PG 58, BK 31 PG 288, BK 38 PG 483, BK 370 PG 116; BK 332 PG 161, BK 586 PG 347, BK 163 PG 449, BK 348 PG 1930; BK 813 PG 8, BK 848 PG 474, BK 887 PG 454, BK 906 PG 486; BK 1004 PG 74, BK 1158 PG 388; BK 1501 PG 466, BK 1880 PG 547; BK 2007 PG 2785, BK 2116 PG 589.

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FOR
WEST STATE INC.
IN SECTION 11 T.1N. R.1W. W.M.
CITY OF PORTLAND
MULTNOMAH CO. OREGON
SCALE 1"=40' MAR/1988

LAYNE CASWELL
Registered Land Surveyor

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JULY 29, 1977

MULTNOMAH COUNTY SURVEY RECORDS
9-15-88
50640

REVISED 7/7/88
REVISED 9/6/88
JOB 4237

AAC001595

Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004
09:37

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
745294-89	DBC	ACT	OREGON	03-31-2000		
Entity Name	ADVANCED AMERICAN CONSTRUCTION, INC.					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	415 S MCLOUGHLIN BLVD					
Addr 2						
CSZ	OREGON CITY	OR	97045		**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT			**Start Date**	05-16-2002	**Resign Date**	
Name	ED			TROMPKE				
Addr 1	TWO CENTERPOINTE DR STE 600							
Addr 2								
CSZ	LAKE OSWEGO	OR	97035		**Country**	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS				
Addr 1	EDWARD H TROMPKE, JORDAN SCHRADER PC					
Addr 2	PO BOX 230669					
CSZ	PORTLAND	OR	97281		**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				
Name	JEFF			HARPER		
Addr 1	(b) (6)					
Addr 2						
CSZ	VANCOUVER	WA	98682		**Country**	UNITED STATES OF AMERICA

Type	SEC	SECRETARY				
Name	JEFF			HARPER		
Addr 1	(b) (6)					
Addr 2						
CSZ	VANCOUVER	WA	98682		**Country**	UNITED STATES OF AMERICA

New Search

Name History

AAC001596

Business Entity Name	Name Type	Name Status	Start Date	End Date
ADVANCED AMERICAN CONSTRUCTION, INC.	EN	CUR	06-18-2003	
G, INC.	EN	PRE	03-31-2000	06-18-2003

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
03-11-2004	ANNUAL REPORT PAYMENT	03-11-2004		SYS		
06-18-2003	RESTATED ARTICLES	06-18-2003		FI	Name	
02-27-2003	ANNUAL REPORT PAYMENT	02-27-2003		SYS		
05-16-2002	REINSTATEMENT AMENDED	05-16-2002		FI	Agent	
06-01-2001	ADMINISTRATIVE DISSOLUTION	06-01-2001		SYS		
04-06-2001	NOTICE LATE ANNUAL	04-06-2001		SYS		
03-31-2000	NEW FILING	03-31-2000		FI		

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Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004
09:37

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
152511-92	DBC	ACT	OREGON	06-02-2003		
Entity Name	ADVANCED AMERICAN DIVING SERVICE, INC.					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	415 S MCLOUGHLIN BLVD					
Addr 2						
CSZ	OREGON CITY	OR	97045		**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT			**Start Date**	06-02-2003	**Resign Date**	
Name	EDWARD	H	TROMPKE					
Addr 1	TWO CENTERPOINTE DR 6TH FL							
Addr 2								
CSZ	LAKE OSWEGO	OR	97035		**Country**	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS				
Addr 1	EDWARD H TROMPKE, JORDAN SCHRADER PC					
Addr 2	PO BOX 230669					
CSZ	PORTLAND	OR	97281		**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				
Name	MARVIN	D	BURCH			
Addr 1	415 S MCLOUGHLIN BLVD					
Addr 2						
CSZ	OREGON CITY	OR	97045		**Country**	UNITED STATES OF AMERICA

Type	SEC	SECRETARY				
Name	MICHAEL	S	JOHNS			
Addr 1	415 S MCLOUGHLIN BLVD					
Addr 2						
CSZ	OREGON CITY	OR	97045		**Country**	UNITED STATES OF AMERICA

New Search

Name History

AAC001598

Business Entity Name	Name Type	Name Status	Start Date	End Date
ADVANCED AMERICAN DIVING SERVICE, INC.	EN	CUR	06-30-2003	
DS ACQUISITION COMPANY	EN	PRE	06-02-2003	06-30-2003

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
05-25-2004	AMENDED ANNUAL REPORT	05-25-2004		FI		
06-30-2003	ARTICLES OF AMENDMENT	06-30-2003		FI	Name	
06-02-2003	ARTICLES OF INCORPORATION	06-02-2003		FI	Agent	

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Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004 09:37

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
236994-99	DLLC	ACT	OREGON	08-18-2004		
Entity Name	ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC					
Foreign Name						

New Search

Associated Names

Type	AGT	REGISTERED AGENT		**Start Date**	08-18-2004	**Resign Date**	
Name	EDWARD	H	TROMPKE				
Addr 1	TWO CENTERPOINTE DR 6TH FLOOR						
Addr 2							
CSZ	LAKE OSWEGO	OR	97035		**Country**	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	PO BOX 230669					
Addr 2						
CSZ	PORTLAND	OR	97281		**Country**	UNITED STATES OF AMERICA

Type	COR	CORRESPONDENT				
Name	EDWARD		TROMPKE		**Fax**	503-598-7373
Addr 1						
Addr 2						
CSZ				**Country**		

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC	EN	CUR	08-18-2004	

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
08-18-2004	ARTICLES OF ORGANIZATION	08-18-2004		FI	Agent	

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AAC001600

Transaction
Tracking
Form

AAC001601

*Responsible parties: MW = Margaret Wall; GC = Gordon Carey; DB = Dee Burch; SB = Scott Burgess; MFA = Maul, Foster & Alongi; CLR = Christopher L. Reive; EHT = Edward H. Trompke; CLK Carol L. Keddy

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
PSA	Get fully executed originals	MW/GC	6/10/04	In Progress	
PSA	Get initialed change to addendum closing date from client	CLK/DB	6/10/04	Complete	Yes
PSA	Get Earnest Money to Escrow	DB/SB	Upon full execution of PSA	Complete	Yes
PSA	Get $8,870 payment to DEQ	Escrow	Upon deposit of Earnest Money	Complete	Yes
ENVIRONMENTAL	Additional contract to be signed with MFA	DB/SB/MFA	ASAP after full execution	Not yet done; may not be required; costs appear to be within original budget	
ENVIRONMENTAL	GeoDesign information to MFA	MW/GC	Within 5 days after execution of PSA	Completed	Yes
ENVIRONMENTAL	Complete PPA application	SB/DB/MFA		Complete	Yes
ENVIRONMENTAL	Review and approve PPA	CLR/EHT/MFA		In process; PPA expected by 10/13/04 per MFA	
ENVIRONMENTAL	MFA to provide DEQ with report	MFA/GeoDesign		In process	
ENVIRONMENTAL	Conduct additional testing as required for PPA/NFA	MFA		In process	
TITLE	Complete review of all title exceptions and clear questions with title officer	CLK	Within 5 days after execution of PSA	Completed	Yes
TITLE	Ensure clear title can be delivered by Seller	MW/GC	Prior to Closing	In process	
TITLE	File any objections	DB/SB/CLK	10 days after title exceptions reviewed and approved	Completed	Yes
DUE DILIGENCE	Prepare personal property report – Exhibit B	MW/GC	10 days of execution	Again requested; may not be required	
DUE DILIGENCE	Get flood plain information	SB/DB	7/27/04	Completed	Yes
DUE DILIGENCE	Set up meeting with City of Portland Commissioner Leonard	SB/DB		Completed	Yes

*Note: Due diligence period to be extended 14-30 days; agreed to by Gordon Carey/Marilyn Wall to confirm extension.

AAC001602

CATEGORY		RESPONSIBLE PERSON DUE	DATE	CURRENT STATUS	COMPLETED Y/N
DUE DILIGENCE	Meet with City Commissioner Leonard	SB//DB	7/27/04	Completed	Yes
DUE DILIGENCE	Check on Metro plans affecting area	EHT	Within due diligence period		
DUE DILIGENCE	Meet with DSL	SB/DB/EHT	Within due diligence period	This afternoon	
DUE DILIGENCE	Meet with PDC	SB/DB	8/2/04	Completed	Yes
DUE DILIGENCE	Review all leases, extension options	CLK	Within 60-day contingency period	Copies received; initial review done	Yes
DUE DILIGENCE	Review survey, work with title company regarding insurable property	EHT	Within 60-day contingency period	Copy received; title company refuses to insure riverbed	Yes
DUE DILIGENCE	Provide all additional information from PSA	GC/MW	Within 20 business days after execution of PSA	Some received, probably all there is	Yes
DUE DILIGENCE	Review all information provided	CLK/EHT/DB/SB	Within 60-day contingency period		
DUE DILIGENCE	Resolve issues and description of pump station -- prepare access easement	GC/MW/EHT	Within 60-day contingency period	Not yet done, MW to take over for GC on 8/10/04	
DUE DILIGENCE	State submersible lands leases	MW/EHT	Within 60-day contingency period	In process; need to disclaim riverbed to DSL	
DUE DILIGENCE	Railroad crossing agreement/permit	EHT/MW/CLK	Within 60-day contingency period	In process; client wants access to property between road and RR trks	Yes
DUE DILIGENCE	Negotiate new use permit for Property under bridge with ODOT	MW/EHT/CLK	Within due diligence period	In process	
DUE DILIGENCE	Perform inspection of Property	DB/SB	Within 15 days after PPA or within 60-day contingency period (whichever first occurs)	Completed	
DUE DILIGENCE	Order and approve feasibility study	DB/SB/EHT	Prior to Closing	Not yet done	
DUE DILIGENCE	Prepare waiver or satisfaction of all title exceptions	EHT/CLK/DB/SB	Within 10 days after execution of PSA	Completed	
DUE DILIGENCE	Prepare waiver or satisfaction of all other conditions	EHT/CLK/DB/SB	On or before expiration of 60-day contingency period	Not yet done	

*Note: Due diligence period to be extended 14-30 days; agreed to by Gordon Carey/Marilyn Wall to confirm extension.

AAC001603

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
PRE-CLOSING	Prepare new leases for all tenants	EHT/CLK	50 days prior to Closing	Not yet done	
PRE-CLOSING	Check for execution by all tenants and send 30-day notices to vacate as applicable	EHT/CLK	35 days prior to Closing	Not yet done	
PRE-CLOSING	Physical clean up of site	GC/MW/Seller	Prior to Closing	Not yet done	
PRE-CLOSING	Apply for and obtain approval of acceptable financing	DB/SB	Not later than 45 days after receipt of PPA	Not yet done	
PRE-CLOSING	Prepare assignments of all applicable documents to Buyer	EHT/CLK/MW/GC	60 days prior to Closing	Not yet done	
CLOSING	Seller pays $100,000 to DEQ	MW/GC/Escrow	At Closing	Not yet done	
CLOSING	Seller gives $25,000 credit to Buyer	MW/GC/EHT/Escrow	At Closing	Not yet done	
CLOSING	Prorate rents, security deposits, etc.	Escrow	At Closing	Not yet done	
CLOSING	Prepare escrow instructions	CLK/EHT/MW/GC	At Closing	Not yet done	

*Note: Due diligence period to be extended 14-30 days; agreed to by Gordon Carey/Marilyn Wall to confirm extension.

Comments of SB (8/3/04)

TRANSACTION TRACKING LIST
MARINE FINANCE PROPERTY

*Responsible parties: MW = Margaret Wall; GC = Gordon Carey; DB = Dee Burch; SB = Scott Burgess; MFA = Maul, Foster & Alongi; CLR = Christopher L. Reive; EHT = Edward H. Trompke; CLK Carol L. Keddy

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
PSA	Get fully executed originals	MW/GC	6/10/04	In Progress	??
PSA	Get initialed change to addendum closing date from client	CLK/DB	6/10/04	Complete	Yes
PSA	Get Earnest Money to Escrow	DB/SB	Upon full execution of PSA	Complete	Yes
PSA	Get $8,870 payment to DEQ	Escrow	Upon deposit of Earnest Money	Complete	Yes
ENVIRONMENTAL	Additional contract to be signed with MFA	DB/SB/MFA	ASAP after full execution	Not yet done	(may not be necessary) i.e. w/in budget
ENVIRONMENTAL	GeoDesign information to MFA	MW/GC	Within 5 days after execution of PSA	Completed	Yes
ENVIRONMENTAL	Complete PPA application	SB/DB/MFA	Completed as mailed 6/24/04	Completed	Yes
ENVIRONMENTAL	Review and approve PPA	CLR/EHT.MFA		Not yet done	PPA available 10/13 as currently scheduled
ENVIRONMENTAL	MFA to provide DEQ with report	MFA/GeoDesign			8/13 ; 9/13-20
ENVIRONMENTAL	Conduct additional testing as required for PPA/NFA	MFA		Not yet done	by 9/13-20 per MFA 8/3
TITLE	Complete review of all title exceptions and clear questions with title officer	CLK	Within 5 days after execution of PSA	Completed	Yes
TITLE	Ensure clear title can be delivered by Seller	MW/GC	Prior to Closing	Not yet done	
TITLE	File any objections	DB/SB/CLK	10 days after title exceptions reviewed and approved	Completed	Yes
DUE DILIGENCE	Prepare personal property report – Exhibit B	MW/GC	10 days of execution	Not yet done	???
DUE DILIGENCE	Get flood plain information	SB/DB	Data provided by City 7/27/04	Completed	Yes
DUE DILIGENCE	Set up meeting with City of Portland Commissioner Leonard	SB/DB		In process	Yes
DUE DILIGENCE	Meet with City Commissioner Leonard	SB//DB	Done 7/27/04 (was 6/8 and 7/6)		
DUE DILIGENCE	Check on Metro plans affecting area	EHT	w/in 60 day due diligence		
DUE DILIGENCE	Meet with DSL	SB/DB	W/in 60 day due diligence		
DUE DILIGENCE	Meet with PDC	SB/DB	Done 8/2/04 w/ Colin Sears	mark initial contract 6/15	
DUE DILIGENCE	Review all leases, extension options	CLK	Within 60-day contingency period	Copies received; initial review done	Yes

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TRANSACTION TRACKING LIST
MARINE FINANCE PROPERTY

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
DUE DILIGENCE	Review survey, work with title company regarding insurable property	EHT	Within 60-day contingency period	Copy received; being analyzed by title company	
DUE DILIGENCE	Provide all additional information from PSA	GC/MW	Within 20 business days after execution of PSA	Some received	
DUE DILIGENCE	Review all information provided	CLK/EHT/DB/SB	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	Resolve issues and description of pump station – prepare access easement	GC/MW/EHT	Within 60-day contingency period	Not yet done	NOTE: We would like access to our property between road & RR tracks
DUE DILIGENCE	State submersible lands leases	GC/MW/EHT	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	Railroad crossing agreement/permit	EHT/MW/EHT	Within 60-day contingency period	Not yet done	Have copy; will have to be renegotiated
DUE DILIGENCE	Perform inspection of Property	DB/SB	Within 15 days after PPA or within 60-day contingency period (whichever first occurs)	Not yet done	My view is that this is done
DUE DILIGENCE	Order and approve feasibility study	DB/SB/EHT	Prior to Closing	Not yet done	
DUE DILIGENCE	Prepare waiver or satisfaction of all title exceptions	EHT/CLK/DB/SB	Within 10 days after execution of PSA	Not yet done	
DUE DILIGENCE	Prepare waiver or satisfaction of all other conditions	EHT/CLK/DB/SB	On or before expiration of 60-day contingency period	Not yet done	
PRE-CLOSING	Prepare new leases for all tenants	EHT/CLK	50 days prior to Closing	Not yet done	
PRE-CLOSING	Check for execution by all tenants and send 30-day notices to vacate as applicable	EHT/CLK	35 days prior to Closing	Not yet done	
PRE-CLOSING	Physical clean up of site	GC/MW/Seller	Prior to Closing	Not yet done	
PRE-CLOSING	Apply for and obtain approval of acceptable financing	DB/SB	Not later than 45 days after receipt of PPA	Not yet done	
PRE-CLOSING	Prepare assignments of all applicable documents to Buyer	EHT/CLK/MW/GC	60 days prior to Closing	Not yet done	
CLOSING	Seller pays $100,000 to DEQ	MW/GC/Escrow	At Closing	Not yet done	
CLOSING	Seller gives $25,000 credit to Buyer	MW/GC/EHT/Escrow	At Closing	Not yet done	
CLOSING	Prorate rents, security deposits, etc.	Escrow	At Closing	Not yet done	
CLOSING	Prepare escrow instructions	CLK/EHT/MW/GC	At Closing	Not yet done	

AAC001606

DOCUMENT ROUTING REQUEST

LA Initials CLK Date Received 8/4/04

Client Name Adv. American №

Matter Name Marine Finance № 32933

LEGAL ASSISTANT ACTION TAKEN

☐ Calendar? Date Calendared for Action

☐ **ROUTE TO** *(No Copies Needed)*

☐ **COPY AND ROUTE AS FOLLOWS** ☐ **RUSH**

☐ Copy to Client? Attention

☐ Copy to Other?

☑ Working Copy to EHT

Office Assistant Initials PJB

Route Original to

Note to Attorney Pump Station
marilyn took over
from Gordon

Note to Legal Assistant

TER ATTORNEY'S REVIEW - RETURN TO LEGAL ASSISTANT

TRANSACTION TRACKING LIST
MARINE FINANCE PROPERTY

*Responsible parties: MW = Margaret Wall; GC = Gordon Carey; DB = Dee Burch; SB = Scott Burgess; MFA = Maul, Foster & Alongi; CLR = Christopher L. Reive; EHT = Edward H. Trompke; CLK Carol L. Keddy

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
PSA	Get fully executed originals	MW/GC	6/10/04	In Progress	
PSA	Get initialed change to addendum closing date from client	CLK/DB	6/10/04	Complete	Yes
PSA	Get Earnest Money to Escrow	DB/SB	Upon full execution of PSA	Complete	Yes
PSA	Get $8,870 payment to DEQ	Escrow	Upon deposit of Earnest Money	Complete	Yes
ENVIRONMENTAL	Additional contract to be signed with MFA	DB/SB/MFA	ASAP after full execution	Not yet done	
ENVIRONMENTAL	GeoDesign information to MFA	MW/GC	Within 5 days after execution of PSA	Completed	Yes
ENVIRONMENTAL	Complete PPA application	SB/DB/MFA			
ENVIRONMENTAL	Review and approve PPA	CLR/EHT.MFA		Not yet done	
ENVIRONMENTAL	MFA to provide DEQ with report	MFA/GeoDesign			
ENVIRONMENTAL	Conduct additional testing as required for PPA/NFA	MFA		Not yet done	
TITLE	Complete review of all title exceptions and clear questions with title officer	CLK	Within 5 days after execution of PSA	Completed	Yes
TITLE	Ensure clear title can be delivered by Seller	MW/GC	Prior to Closing	Not yet done	
TITLE	File any objections	DB/SB/CLK	10 days after title exceptions reviewed and approved	Completed	Yes
DUE DILIGENCE	Prepare personal property report = Exhibit B	MW/GC	10 days of execution	Not yet done	
DUE DILIGENCE	Get flood plain information	SB/DB			
DUE DILIGENCE	Set up meeting with City of Portland Commissioner Leonard	SB/DB		In process	
DUE DILIGENCE	Meet with City Commissioner Leonard	SB//DB			
DUE DILIGENCE	Check on Metro plans affecting area	EHT			
DUE DILIGENCE	Meet with DSL	SB/DB			
DUE DILIGENCE	Meet with PDC	SB/DB			
DUE DILIGENCE	Review all leases, extension options	CLK	Within 60-day contingency period	Copies received; initial review done	Yes

AAC001608

TRANSACTION TRACKING LIST
MARINE FINANCE PROPERTY

CATEGORY	TASK	RESPONSIBLE PERSON	DUE DATE	CURRENT STATUS	COMPLETED Y/N
DUE DILIGENCE	Review survey, work with title company regarding insurable property	EHT	Within 60-day contingency period	Copy received; being analyzed by title company	
DUE DILIGENCE	Provide all additional information from PSA	GC/MW	Within 20 business days after execution of PSA	Some received	
DUE DILIGENCE	Review all information provided	CLK/EHT/DB/SB	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	Resolve issues and description of pump station – prepare access easement	GC/MW/EHT	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	State submersible lands leases	GC/MW/EHT	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	Railroad crossing agreement/permit	EHT/MW/EHT	Within 60-day contingency period	Not yet done	
DUE DILIGENCE	Perform inspection of Property	DB/SB	Within 15 days after PPA or within 60-day contingency period (whichever first occurs)	Not yet done	
DUE DILIGENCE	Order and approve feasibility study	DB/SB/EHT	Prior to Closing	Not yet done	
DUE DILIGENCE	Prepare waiver or satisfaction of all title exceptions	EHT/CLK/DB/SB	Within 10 days after execution of PSA	Not yet done	
DUE DILIGENCE	Prepare waiver or satisfaction of all other conditions	EHT/CLK/DB/SB	On or before expiration of 60-day contingency period	Not yet done	
PRE-CLOSING	Prepare new leases for all tenants	EHT/CLK	50 days prior to Closing	Not yet done	
PRE-CLOSING	Check for execution by all tenants and send 30-day notices to vacate as applicable	EHT/CLK	35 days prior to Closing	Not yet done	
PRE-CLOSING	Physical clean up of site	GC/MW/Seller	Prior to Closing	Not yet done	
PRE-CLOSING	Apply for and obtain approval of acceptable financing	DB/SB	Not later than 45 days after receipt of PPA	Not yet done	
PRE-CLOSING	Prepare assignments of all applicable documents to Buyer	EHT/CLK/MW/GC	60 days prior to Closing	Not yet done	
CLOSING	Seller pays $100,000 to DEQ	MW/GC/Escrow	At Closing	Not yet done	
CLOSING	Seller gives $25,000 credit to Buyer	MW/GC/EHT/Escrow	At Closing	Not yet done	
CLOSING	Prorate rents, security deposits, etc.	Escrow	At Closing	Not yet done	
CLOSING	Prepare escrow instructions	CLK/EHT/MW/GC	At Closing	Not yet done	

AAC001609

PSA/Addendum

AAC001610

Carol Keddy

From: Carol Keddy
Sent: Friday, June 11, 2004 5:28 PM
To: 'mmw@wallwallpc.com'
Cc: Ed Trompke
Subject: FW: Marine Finance / Advanced

untitled.pdf (1 MB)

Hi Marilyn,

Confirming our telephone conference and your email message below, the Agreement will be dated today and the intervening First Addendum signed by the Sellers is now moot and of no further force and effect.

Thank you for your courtesies in this matter. The original Agreement with the remaining Addendum will be provided to the title company on Monday morning to open the escrow and I will circulate fully signed counterpart originals to Buyer and Seller as soon as I receive the ink signatures from the Sellers on both the Agreement and remaining Addendum.

Carol Keddy, Paralegal

-----Original Message-----
From: Ed Trompke
Sent: Friday, June 11, 2004 3:43 PM
To: Carol Keddy
Subject: FW: Marine Finance / Advanced

-----Original Message-----
From: Marilyn Wall [mailto:mmw@wallwallpc.com]
Sent: Friday, June 11, 2004 3:49 PM
To: Edward H. Trompke (E-mail)
Subject: FW: Marine Finance / Advanced

Ed,
Per our discussions, attached is an e-mail copy of the signed Agreement and the signed Addendum that you prepared. Also attached is a First Addendum which is now moot because of the Addendum that you prepared. Both the Agreement and the Addendum together comprise the agreement among the parties. Please have your client execute both documents and provide us with a copy.

(b) (6)

Marilyn

-----Original Message-----
From: MMW@wallwallpc.com [mailto:MMW@wallwallpc.com]
Sent: Friday, June 11, 2004 3:28 PM
To: MMW@WALLWALLPC.COM
Subject: Marine Finance / Advanced

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ll & Wall, P.C.
00 NE Multnomah, Suite 700
Portland, OR 97232
(503) 238-0333
Fax (503) 231-2507

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (http://www.grisoft.com).
Version: 6.0.701 / Virus Database: 458 - Release Date: 6/7/2004

AGREEMENT

BETWEEN: Marine Finance Corporation, an Oregon corporation, and/or WB Oregon, Inc., an Oregon corporation, as successor in interest to Marine Finance Corporation, an Oregon corporation ("Seller")

AND: Advanced American Construction Properties, LLC, an Oregon limited liability company ("Buyer")

DATED: ~~May~~ June 11, 2004

RECITALS

A. Seller desires to sell and Buyer desires to purchase the real property, improvements and personal property commonly known as 8444 NW St. Helens Road, Oregon and legally described in the attached and incorporated Exhibit A (the "Property"), for the price and on the terms and conditions set forth in this Purchase and Sale Agreement (the "Agreement").

B. A Stipulated Judgment of Foreclosure was entered between PNW, LLC and Marine Finance Corporation on December 22, 2003, ordering that the Property be sold at sheriff's sale. The sheriff's sale was held on April 20, 2004, and WB Oregon, Inc. was the successful bidder at such sale and will be the Seller for purposes of transferring title under this Agreement. To the extent, however, any provisions of this Agreement require representations and warranties of, or delivery of documents, or other such provisions, by or on behalf of Seller, "Seller" shall be deemed to include Marine Finance Corporation.

C. The Property was declared an "Orphan Site" and is presently subject to a lien by the Oregon Department of Environmental Quality ("DEQ"), which lien may have been foreclosed by the foreclosure proceedings as described above, but certain amounts must be paid to DEQ to achieve the agreement between the parties, as further described in this Agreement. Seller has hired Geo Design to perform the remediation and other requirements of DEQ at Seller's expense up to the date of this Agreement. Buyer has hired its own expert, Maul Foster Alongi ("MFA") to complete the environmental testing, reporting and other requirements of DEQ at Buyer's expense subject to the payments and reimbursement agreed to hereinbelow.

D. The Property is further the subject of a proceeding under the oversight of the federal Environmental Protection Agency ("EPA"). Additional data must be gathered to determine whether any contamination on or beneath the Property has impacted the sediments in the Willamette River. If contamination is found, the Property may be deemed a contributor to the clean up of the river sediments, which has been designated a Super Fund site.

NOW, THEREFORE, the parties mutually agree that the Recitals above are contractual and further agree as follows:

1. PURCHASE AND SALE. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property for the price and in accordance with the

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terms and conditions set forth in this Agreement. The rights and interests in the Property to be purchased under this Agreement, are as follows:

1.1 Fee-simple title to the Property, including the land and all improvements situated thereon, free and clear of all liens and encumbrances other than Permitted Exceptions (defined below in Section 3 of this Agreement); provided, however, that it is further understood and agreed that the pump station house and the ten (10) foot setback portion of the Property on which it is located on the Property (the "Pump Station Parcel") is excluded from this sale and is being retained by Seller. Buyer and Seller shall execute an acceptable access easement for Seller's access to the pump station at or prior to Closing once Seller or the City of Portland has provided Buyer with a legal description of the Pump Station Parcel and a proposed description of the access easement area. It is understood and agreed that the access easement area must be flexible and may need to be modified to accommodate Buyer's development of the Property for its use after Closing. Seller shall obtain agreement from the City of Portland as to such flexibility for the benefit of Buyer in the event the Pump House Parcel is transferred to the City of Portland prior to completion of Buyer's development of the Property;

1.2 All personal property and intangibles used or useful in conjunction with (1) development of the property, including all plans, work, deposits, contracts, permits, applications and pending approvals in any way connected with of the Property and (2) day-to-day operations of the Property; free and clear of all liens, encumbrances and security interests other than current taxes, which personal property, if any, will be scheduled in Exhibit B, and attached and incorporated herein within ten (10) days of the last execution hereof (the "Personal Property"); and

1.3 All leases and subleases affecting the Property, if any, free and clear of all liens, encumbrances and security interests (the "Leases"), which shall be formally assigned by Seller to Buyer at Closing. Seller will prepare and provide to Buyer within ten (10) days following execution of this Agreement, a complete list of all tenants, whether by month to month, oral or other agreement with Seller, including the tenant name, address, phone and facsimile numbers, contact person name and complete terms of rental. At least fifty (50) days prior to Closing (as hereinafter defined), Buyer shall prepare leases for all such tenants. Seller and Buyer shall cooperate to deliver Buyer's proposed leases to each tenant approximately fifty (50) days prior to Closing. In the event such parties fail to execute the leases within fifteen (15) days following delivery of the leases to each tenant, Seller shall deliver thirty (30)-day notices to vacate to each such tenant so that each must vacate prior to Closing. The leases shall provide for commencement upon Closing under this Agreement and shall name the Buyer as landlord and include terms and conditions acceptable to Buyer.

2. EARNEST MONEY; PURCHASE PRICE AND PAYMENT.

2.1 Earnest Money. Promptly upon execution of this Agreement by Seller and Buyer, Buyer shall deliver in escrow to Fidelity National Title Company of Oregon, 900 SW Fifth Avenue, Portland OR 97204, Attn: Vicki Kryszak, (the "Title Company"), the sum of Fifty Thousand and 00/100 Dollars ($50,000.00), representing earnest money with respect to this transaction (the "Earnest Money").

2.2 The Earnest Money shall become non-refundable to Buyer upon satisfaction or waiver of all of the conditions set forth in Section 5.1, and shall be applied to Buyer's payment obligation under Section 2.4 of this Agreement. If all of the conditions set forth in Section 5.1, are not satisfied or waived within the time required under Section 5.3, the Earnest Money note shall be returned to Buyer, upon Buyer's written request to Title Company, whereupon Seller's and Buyer's rights hereunder shall immediately cease and terminate.

2.3 The remedies of Buyer and Seller with respect to this Agreement are strictly limited to disposition of the Earnest Money except as provided under terms of this Agreement.

2.4 Purchase Price. The purchase price for the Property shall be One Million Four Hundred Fifty Thousand and 00/100 Dollars ($1,450,000.00) (the "Purchase Price").

2.5 Payment of Purchase Price. Payment of the Purchase Price shall be as follows: At Closing, Buyer shall deliver to Seller immediately available funds in the remaining amount of the Purchase Price, after credit to Buyer of the entire Fifty Thousand 00/100 Dollars ($50,000.00) Earnest Money plus credit to Buyer of Twenty-Five Thousand 00/100 Dollars ($25,000.00) as provided in Section 6.2.1.

2.6 Upon receipt by Title Company of the Earnest Money, the sum of Eight Thousand Eight Hundred and Seventy and 00/100 Dollars ($8,870.00) shall be immediately disbursed to DEQ as directed by Buyer and DEQ to facilitate delivery by the DEQ of a Prospective Purchaser Agreement ("PPA") in favor of Buyer with respect to the Property. No further action by Buyer or Seller shall be required to disburse such amount to DEQ. Upon Closing, as set forth below in this Agreement, the additional sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) shall be disbursed from the Purchase Price proceeds due Seller as shall be paid to DEQ, and an additional Twenty-Five Thousand 00/100 Dollars ($25,000.00) paid to Buyer or Buyer's credit as set forth in Section 6.2.1. No further action from Seller shall be required with regard to such payment.

3. TITLE REPORT. Within five (5) business days after the execution of this Agreement by Seller and Buyer, or as soon thereafter as possible (it being understood that the parties have directed preparation of such report by Title Company prior to execution of this Agreement,) Seller shall cause to be delivered to Buyer a preliminary title report (the "Preliminary Commitment"), issued by Title Company as agent for Fidelity National Title Company of Oregon ("Title Insurer"), showing the status of title to the Property, together with complete and legible copies of all documents evidencing the exceptions to title shown therein. In addition, at Closing, Seller shall furnish Buyer a ALTA standard owner's policy of title insurance in the amount of the Purchase Price issued by Title Company as agent for Title Insurer, showing title in Buyer, free and clear of all liens and encumbrances, except Permitted Exceptions.

3.1 Within ten (10) days after receipt of the Preliminary Commitment, together with complete and legible copies of all documents evidencing the exceptions to title shown therein, Buyer shall give written notice to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Any exceptions to title reflected in the Preliminary Commitment, but not objected to by Buyer in writing, shall be deemed "Permitted Exceptions."

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3.2 In the event Buyer timely gives Seller written objection to any exception to title to the Property, Seller shall give Buyer written notice, within five (5) business days after receipt of Buyer's written objection, stating whether Seller is willing and able to remove such exception(s). If Seller gives notice that Seller is willing and able to remove such exception(s), Seller shall do so at or prior to Closing, and all remaining exceptions set forth in the Preliminary Commitment, and not removed or to be removed pursuant to this Section 3, shall be Permitted Exceptions for the Property. If Seller gives Buyer written notice that Seller is either unwilling or unable to remove such exception(s), Buyer shall have five (5) business days after receipt thereof to give written notice as to whether it will accept title to the Property subject to such exception(s), in which case such exception(s) shall also be Permitted Exceptions.

3.3 If Seller is unwilling or unable to furnish title to the Property, acceptable to Buyer as set forth in this Section 3, within thirty (30) days after delivery of Buyer's written objection notice to Seller as described above in this Section 3, but in no event later than the date set for Closing, as set out in Section 6 of this Agreement, the remaining balance of the Earnest Money (after the payment to the DEQ authorized above) shall be returned to Buyer upon Buyer's written request to Title Company, whereupon Seller's and Buyer's rights hereunder shall immediately cease and terminate.

4. ACCESS TO PROPERTY; CONTINGENCY PERIOD.

4.1 Access to Property. At any time prior to Closing, or the earlier termination of this Agreement, Buyer and its representatives shall have the right to go upon the Property, after reasonable notice to Seller and at reasonable times, for the purpose of conducting any inspection, investigation, test, or survey, reasonably related to Buyer's purchase of the Property; provided that all such activities shall be conducted (i) without expense to Seller; (ii) in such manner as not to unduly interfere with the current operation of the Property; and (iii) provided further that any test or other activity which would physically affect or alter the Property or any part thereof in any way shall require the prior written consent of Seller. Buyer shall be responsible for any physical damage resulting from Buyer's activities and for restoring the Property to its condition prior to such activities. Seller shall instruct any property manager/leasing agent to cooperate with Buyer to enable Buyer to conduct Buyer's due diligence investigation of the Property.

4.2 Buyer's Contingency Period. Buyer shall have sixty (60) days from execution of this Agreement by Seller and Buyer to inspect and approve the condition of the Property (the "Contingency Period") including, but not limited to, the matters set out in Section 8.1 of this Agreement. If Buyer has not approved the condition of the Property and the matters set out in the following Section 4.2.1, in writing, within the Contingency Period, this Agreement shall automatically become null and void, and the Earnest Money note shall be returned to Buyer, upon Buyer's written request to Title Company, whereupon the rights of Seller and Buyer under this Agreement shall immediately cease and terminate:

4.2.1 As part of Buyer's inspection of the Property, Seller shall provide Buyer, within twenty (20) business days of the date of execution of this Agreement, copies of any of the following documents which are in the possession of Seller or Seller's agents, for

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Buyer's review and approval, it being understood that some of these documents may not be available based upon the nature of the Property:

4.2.1.1 If the Property, or any portion of the Property, has been rented or leased, a copy of the delinquency report or comparable records for the past eighteen (18) months, or the full term during which Seller has owned the Property, whichever is shorter, indicating late-paying or delinquent tenants;

4.2.1.2 Copies of all contracts relating to the operation, maintenance, and management of the Property; copies of all warranties and guarantees relating to the Property; copies of all current leases and subleases; copies of all service contracts; and copies of any other contracts that pertain to the Property;

4.2.1.3 "As built" structural and architectural plans for the buildings, structural specifications and "as built" plans for tenant improvements, electrical, and mechanical systems, together with any subsequent amendments, and architectural, civil, and structural Certificates of Compliance and Certificates of Occupancy;

4.2.1.4 Schedules showing the name of each lessee (and sublessee, if any), the current rent payable, security and rent deposits, key and any other deposits, the approximate square footage occupied, and provisions, if any, for future rental increases or renewal options, including the number and period of any renewal options, and amount of any prepaid rents;

4.2.1.5 A schedule of all personal property pertaining to the Property, a copy of which will be attached hereto as Exhibit B;

4.2.1.6 A schedule of any tenant improvement work and any other work, including environmental testing or remediation, Seller is obligated to complete but has not yet completed and capital improvement work in process on the date of execution of this Agreement by Seller and Buyer;

4.2.1.7 Copies of reports of any soils investigations and recommendations and written report of certification of grading prepared by civil engineer;

4.2.1.8 Any Property survey;

4.2.1.9 Architectural, civil, and structural Certificates of Compliance and Certificates of Occupancy;

4.2.1.10 Most recent Fire Department Inspection Report;

4.2.1.11 Any environmental studies of the Property;

4.2.1.12 Any termite and pest report(s) prepared by a licensed pest control firm;

4.2.1.13 Copies of current Property tax statements and for each year during which Seller has owned the Property;

4.2.1.14 If the Property or any portion of the Property has been rented or leased, a copy of income and expense statements prepared in accordance with generally accepted accounting principles with respect to the Property, covering the time for which Seller has such records;

4.2.1.15 Copies of all notices given to Seller or notices Seller is aware of by any and all governmental bodies affecting the Property, during the term of Seller's ownership and during any previous ownership of the Property;

4.2.1.16 Written consent from Seller to contact any former and existing leasing agent(s) and management company(s).

4.2.1.17 Copies of all applications, permits or any other documents related to the Property, including but not limited to any submerged and submersible land lease(s) with the state of Oregon, and access permits with railroad and any other applicable parties.

4.3 If Seller or Seller's agent does not have any such information, Buyer shall have the right, but not the obligation, to obtain such information, at Buyer's expense.

4.4 Except as provided elsewhere to the contrary, Seller does not warrant the accuracy or completeness of the information provided under Section 4.2.1, and Buyer shall rely on its own investigation with respect thereto. Seller shall cause its environmental expert, GeoDesign, to transmit to Buyer's environmental expert, in electronic format all data it has collected for monitoring or testing related to the Property. GeoDesign shall further provide any and all other testing results, reports, diagrams, or other information of any type whatsoever regarding the environmental status of the Property, in electronic format, if possible, or in whatever other format such information may exist, to MFA. All such information must be transmitted to MFA within five (5) days of execution of this Agreement.

5. CONDITIONS TO CLOSING.

5.1 Buyer's Conditions. Buyer's obligation to close this transaction shall be subject to, and contingent upon satisfaction or waiver by Buyer, in writing, of each of the following conditions:

5.1.1 Buyer's approval of title to the Property pursuant to Section 3 of this Agreement and Buyer's receipt of verification that Seller is in title to the Property and is in a position to deliver clear title to Buyer;

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5.1.2 Buyer's approval of a complete inspection of the Property pursuant to Section 4 of this Agreement, including but not limited to mechanical, structural, electrical and roof inspections, which inspection shall be completed within the Contingency Period, or within fifteen (15) days following receipt of the PPA, whichever last occurs;

5.1.3 Buyer's approval of a feasibility study of its intended use of the Property, including any restrictions of the Metro, State of Oregon, the City of Portland, or the County of Multnomah, on Buyer's proposed use through applicable zoning, building and transportation plans, and other ordinances, which study shall be completed within the Contingency Period;

5.1.4 Buyer's ability to obtain an acceptable PPA from the DEQ prior to Closing. Buyer shall be solely responsible for all costs including environmental review, testing, monitoring and documentation as required by DEQ involved with attaining such PPA, with the exception of the payments and reimbursement to DEQ and Buyer specifically described in this Agreement, prior to Closing. Seller agrees to reimburse Twenty-Five Thousand and 00/100 Dollars ($25,000.00) of Buyer's costs at Closing. Acceptability of the PPA shall be in Buyer's sole discretion after consultation with and review by its own environmental consultant;

5.1.5 Clean-up of the Property by Seller to remove all debris and junk including inoperable equipment, construction material and scrap wood, metal and stone. Any equipment or material of value belonging to tenants shall be so marked prior to Closing;

5.1.6 Availability of reasonable financing within forty-five (45) days following Buyer's receipt of the PPA, based on an acceptable loan to value following an appraisal of the Property, to purchase and improve the Property as contemplated for Buyer's intended uses;

5.1.7 All leases, including the Department of State Lands lease(s) on submerged lands, permits and other applicable documents relating to the Property shall be assigned to Buyer at Closing; and

5.1.8 Seller's performance of all of Seller's obligations under this Agreement.

5.2 Seller's Conditions. Seller's obligation to close this transaction shall be subject to and contingent upon satisfaction or waiver by Seller in writing, of the following condition:

5.2.1 Buyer's performance of all of Buyer's obligations under this Agreement.

5.3 Satisfaction or Waiver of Conditions. In the event Buyer fails to give written notice of satisfaction or waiver of the conditions set forth in Section 5.1 above, within the time allowed respectively under Sections 3 and 4 above, then this Agreement shall automatically terminate, unless otherwise agreed in writing under an addendum to this Agreement, signed by Seller and Buyer. If this Agreement is so terminated, the Earnest Money note shall be

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immediately returned to Buyer upon Buyer's written request to Title Company, whereupon Seller's and Buyer's rights hereunder shall immediately cease and terminate.

6. CLOSING.

6.1 Place and Time of Closing. The purchase and sale of the Property shall be closed (the "Closing") in escrow at the offices of the Title Company. The Closing, unless extended by Buyer as described herein, shall take place on a date mutually-acceptable to the parties within ten (10) days after receipt of the financing required under Section 5.1.6 above, or as soon thereafter as possible. Buyer shall have the right, at its sole option, to extend the Closing up to thirty (30) days to accommodate its lender's requirements as to Closing The date on which the Closing actually occurs is referred to herein as the "Closing Date."

6.2 Events of Closing. At Closing, the following shall occur:

6.2.1 Buyer shall deliver to the Title Company immediately available funds in the amount of the Purchase Price, after credit for the entire Earnest Money and the Twenty-Five Thousand and 00/100 Dollars ($25,000.00) environmental reimbursement, together with sufficient funds to pay Buyer's share of escrow costs.

6.2.2 Seller shall execute, acknowledge, and deliver to Buyer a Bargain and Sale Deed in the form attached hereto as Exhibit D (the "Deed"), conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions for the Property, as defined in Section 3 above. The Deed shall be recorded by the Title Company.

6.2.3 Seller shall execute, acknowledge, and deliver to Buyer a certificate in the form required by applicable regulations under Section 1445 of the Internal Revenue Code of 1986, as amended, affirming that such Seller is not a foreign person (as that term is defined therein) and containing such other information as may be required thereunder, including Seller's taxpayer identification number.

6.2.4 Seller shall cause the Title Company to issue to Buyer an ALTA standard owner's policy of title insurance, with respect to the Property, in an amount equal to the Purchase Price for the Property, insuring fee title in Buyer subject only to the Permitted Exceptions for the Property.

6.2.5 Seller agrees and shall cause the Title Company to deduct from Seller's proceeds of sale and pay over to the DEQ the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) as set forth hereinabove in Section 2.6.

6.2.6 Security Deposits, if any, and prorated rents, including any prepaid rents, actually received by Seller for the month during which Closing occurs, shall be transferred by Seller to Buyer at Closing. Seller shall retain the right to collect any unpaid rent which accrued prior to the month in which Closing occurs. Seller shall cooperate with Buyer in providing notice to tenants regarding payment of rents to Buyer from and after the Closing Date and, with obtaining appropriate estoppel certificates from such tenants. As set forth above in Section 1.3, it is Buyer's intent to require new leases from all tenants to commence on the date of Closing. If such new leases are not in place, fully executed by the date of Closing, the tenants

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will be subject to eviction proceedings under Oregon law based on the notices to vacate as required under such Section 1.3.

6.2.7 The parties shall take all other steps necessary to effect the transfer of the Property to Buyer as contemplated by this Agreement.

6.3 Closing Costs. The costs associated with the Closing shall be allocated between the parties as follows:

6.3.1 Seller shall pay (i) one-half of any escrow fee of the Title Company; and (ii) the entire cost of the title insurance policy to be provided pursuant to Section 3 and Section 6.2.4.

6.3.2 Buyer shall pay (i) one-half of any escrow fee of the Title Company; (ii) the recording fee for the Deed; and (iii) all additional premiums for any lender's policy, extended coverage or special endorsements to the title insurance policy which Buyer may elect to purchase.

6.3.3 Except as expressly provided in this Agreement, the respective parties shall bear all other costs and expenses incurred by such party in connection with this transaction.

6.4 Prorations and Adjustments. Items of expense with respect to the Property shall be prorated or otherwise adjusted by the parties as follows:

6.4.1 Real property taxes, personal property taxes, if any, and assessments for the tax year during which the Closing occurs shall be prorated as of the Closing Date, based on the most recently available tax statements from the applicable taxing authorities. All delinquent taxes shall be the sole responsibility of Seller.

6.4.2 All other items of expense with respect to the Property shall be prorated as of the Closing Date, to the extent the information necessary for such proration is then available. To the extent, if any, that any such information is not then available, including current year tax statements, the parties shall make appropriate compensating payments as soon after the Closing as the necessary information becomes available.

6.4.3 As set forth in Section 6.2.1 above, Seller shall reimburse Buyer at Closing for Twenty-Five Thousand and 00/100 Dollars ($25,000.00) of its environmental work.

6.4.4 Each party shall be responsible for payment of its own attorney fees and costs incurred; and

6.4.5 Only in the event Buyer has been unsuccessful in establishing its own utility services for the Property prior to Closing, Seller shall assign to Buyer all utility and other deposits, if any, related to services, and Buyer shall reimburse Seller for those deposits so assigned.

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6.5 Possession. Buyer shall be entitled to possession of the Property as of the Closing Date, subject only to funding of the purchase price and recording of the Deed.

7. DEFAULT; REMEDIES.

7.1 Time of Essence. Time is of the essence of the parties' obligations under this Agreement.

7.2 Remedies.

7.2.1 In the event the conditions set forth in Section 5.1 and 5.2, are fully satisfied or are waived by Buyer and Seller, in writing, and Buyer nevertheless fails to close its purchase of the Property in accordance with this Agreement, Seller's sole remedy is to retain the Earnest Money based on Buyer's failure to close, whereupon this Agreement shall become null and void. The parties agree that the damages to Seller resulting from such a failure to close by Buyer would be extremely difficult or impracticable to determine and further agree that the amount of the Earnest Money is a reasonable estimate of such damages and does not constitute a penalty.

7.2.2 In the event the conditions set forth in Sections 5.1 and 5.2, are fully satisfied or are waived in writing by Buyer, or if Seller fails to satisfy any conditions of, Buyer's remedies shall include (1) delivery of the Property and personal property to Buyer, whereupon Buyer may cure all unsatisfied conditions of Seller (and other defaults of Seller), including failure to obtain all approvals, and charge all expenses in connection therewith to Seller or Seller's account, (2) specific performance of this Agreement, (3) the right to receive return of the Earnest Money note, whereupon this Agreement shall become null and void, and (4) all other remedies at law or in equity.

8. CONDITIONS OF PROPERTY.

8.1 Buyer's Independent Investigation. Buyer acknowledges that Seller is giving Buyer a full opportunity to inspect and investigate each and every aspect of the Property, including:

8.1.1 All matters relating to governmental and other legal requirements, such as taxes, assessments, zoning, use permit requirements, and building codes.

8.1.2 The physical condition of the Property, including as applicable, the interior, the exterior, the structure, the paving, the utilities, the easements and all other physical and functional aspects of the Property, including the environmental condition of the Property. Such opportunity for examination of the physical condition of the Property shall include the right to conduct an examination of the soil stability and the presence or absence of hazardous or toxic materials, substances, or wastes, including petroleum and its derivatives, asbestos, whether or not friable, and molds of any type, kind or nature (collectively, "Hazardous Materials").

8.1.3 Any easements and/or access rights affecting the Property, including the construction of any rights-of way or structures.

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8.1.4 All other matters of material significance affecting the Property.

8.2 As-Is Purchase. Buyer agrees that the Property shall be purchased in an "AS-IS" condition, with no representation or warranty of any type or nature (except as may be expressly set forth elsewhere in this Agreement) being made by Seller with respect to the physical condition or any other aspect of the Property, including, without limitation, (1) the structural integrity of any improvements on the Property, (2) the conformity of the improvements to any plans or specifications for the Property (including, but not limited to, any plans and specifications that may have been or which may be provided to Buyer), (3) the conformity of the Property to past, current or future applicable zoning or building code requirements, (4) the existence of soil instability, past soil repairs, soil removal, slope disturbances or cuts, soil addition, condition or constitution of fill, or susceptibility to landslides, (5) the sufficiency or necessity of any undershoring, (6) the sufficiency or necessity of any drainage, (7) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (8) the existence or non-existence of underground storage tanks, (9) any other matter affecting the stability or integrity of the land, or any buildings or improvements situated on or as part of the Property, (10) the availability of public utilities and services for the Property, (11) the fitness or suitability of the Property for Buyer's intended use, (12) the potential for further development of the Property, (13) the existence of vested land use, zoning or building entitlements affecting the Property, (14) the presence of toxic wastes, hazardous materials or friable asbestos in, on or about the Property, (15) the square footage or acreage contained within the Property, (16) the sufficiency or completeness of any plans for the Property, and (17) the approval by any governmental authority of the plans, plats, zoning or other development items relating to the Property or any improvements of the Property.

9. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that:

9.1 Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. The individual executing this Agreement on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof. Upon request by Buyer, Seller shall furnish Buyer with evidence of the foregoing authority.

9.2 Seller has not and will not, unless and until this Agreement has been declared null and void under Section 7.2.1 as a result of Buyer's default, or by virtue of any other reasonably valid reason in accordance with the terms of this Agreement, accept any offer to purchase this Property from other prospective purchasers, except in a strictly back-up manner, and Seller will diligently pursue all requirements of this Agreement to effect sale of the Property to Buyer in accordance with the terms of this Agreement. It is the express intent of the parties to close escrow as to this transaction in accordance with the terms of this Agreement even if "back-up" offers are obtained by Seller under what may be deemed to be more favorable terms.

9.3 Seller has received no uncured notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction or rules or regulations with respect to the existence, construction, maintenance or operation of the Property, except with regard to the DEQ and EPA investigations.

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9.4 Seller has no actual knowledge of any condemnation, zoning, annexation or other land use proceeding, either instituted or threatened, which could adversely affect the value or use of the Property, nor has Seller any actual knowledge of any special assessment proceedings with respect to the Property.

9.5 Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, and at Closing Seller shall deliver a certification to this effect to Buyer.

9.6 To Seller's actual knowledge, there exists no hazardous waste, substances or materials (as such terms are defined by applicable federal or state laws) on the Property except as previously disclosed to Buyer and covered by the PPA with DEQ.

9.7 To Seller's actual knowledge, there are no actions, claims or proceedings pending by any tenant or any other party against Seller in connection with the Property or against the Property, and Seller is not in default under any contracts, leases, encumbrances or instrument pertaining to the Property.

9.8 As of the Closing Date, there will be no contracts, licenses, commitments or undertakings, respecting the maintenance of the Property or equipment on the Property or performance of services on the Property or the use of the Property or any part of its except for those which Buyer agrees in writing to assume. A schedule of such contracts to be assumed by Buyer at Closing shall be a document prepared and submitted by Seller and Buyer at Closing.

9.9 As of the Closing Date, the schedules described in Section 4.2.1.4 through 4.2.1.6 of this Agreement shall be complete and accurate to the best of Seller's actual knowledge.

9.10 The foregoing representations and warranties shall be true and correct at Closing, and to the extent that full performance of such representations and warranties is not required prior to or at Closing, they shall survive the Closing.

10. MISCELLANEOUS PROVISIONS.

10.1 Survival. All provisions of this Agreement, the full performance of which is not required prior to the Closing or earlier termination of this Agreement, shall survive the Closing or any such termination, and be fully enforceable thereafter.

10.2 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Buyer shall have the express right to assign this Agreement to a third party or to nominate any third party or parties to receive title to the Property, provided that the Earnest Money shall remain in escrow.

10.3 Notices. Notices under this Agreement shall be in writing and shall be telefaxed, personally delivered, or sent by a nationally recognized overnight courier service (e.g., Federal Express or DHL) to the address or facsimile number set forth below, or to such other address as any party may indicate by written notice to the other parties: In the event Notices are

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sent by overnight courier, Notice shall be deemed to have been received as of the date immediately following the date the Notice was deposited with the overnight courier for next day delivery.

If to Seller: _____

_____

_____

~~503.~~ 408-712-~~8~~ 4164

503. _____ Facsimile

With a copy to: Gordon T. Carey, Jr.
721 SW Oak, 2nd Floor
Portland OR 97205
503.222.1415
503.222.1923 Facsimile

Marilyn M. Wall
Wall & Wall PC
500 NE Multnomah St Ste 700
Portland OR 97232

If to Buyer: Advanced American Construction Properties, LLC
Attn: Dee Burch and Scott Burgess
415 S McLoughlin Blvd
PO Box 1630
Oregon City OR 97045
503.650.8207
503.650.8230 Facsimile

With a copy to: Edward H. Trompke
Jordan Schrader PC
2 Centerpointe Drive 6th Floor
Lake Oswego OR 97035
503.598.7070
503.598.7373 Facsimile

or

Edward H. Trompke
Jordan Schrader PC
PO Box 230669
Portland OR 97281-0669
503.598.7070
503.598.7373 Facsimile

If to Title Company: Fidelity National Title Insurance of Oregon
Attn: Vicki Kryszak
900 SW Fifth Ave
Portland OR 97204
503. 222.2424
503. 227.2274 Facsimile

Any such notice shall be deemed to have been given as of the next business day after whichever of the following is applicable: (1) the date of the telefax transmission; (b) the date of delivery if hand delivered; or (c) the date of deposit with an overnight courier. Copies of all notices to Buyer or Seller shall also be given to Title Company, and copies of all notices by Buyer or Seller to Title Company shall also be given to the other party.

10.4 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

10.5 Amendment. This Agreement may not be modified or amended except by the written agreement of Seller and Buyer.

10.6 Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys,' paralegals,' accountants,' and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, mediation, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

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

10.8 Brokers. Seller shall be solely responsible to pay any broker's commission it owes to Gibson Bowles, Inc., Better Homes & Gardens; Nick Ostroff, Realty Group; and Dick Shafer, Shafer Realty (collectively, "Seller's Broker"). Seller and Buyer represent and warrant to each other that they have not been contacted concerning the Property by any broker, finder, agent or other salesperson other than Seller's Broker. If the foregoing representation or warranty is untrue, the defaulting party shall indemnify and hold harmless the other party from and against all claims, liabilities, damages and expenses, including attorneys' fees and court costs, arising as a result thereof.

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10.9 Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.

10.10 Construction and Interpretation. The heading or titles of the sections of this Agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement. The use in this Agreement of the words "including," "such as," and words of similar import following any general statement, term, or matter shall not be construed to limit such statement, term, or matter in any manner, whether or not language of non-limitation (such as "without limitation" or "but not limited to") is used in connection therewith, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the scope of the general statement, term, or matter. All provisions of this Agreement have been negotiated at arms length and this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision hereof.

10.11 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

10.12 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought to enforce or interpret the terms of this Agreement shall be brought in Multnomah County, Oregon.

10.13 Time of Essence. Time is of the essence of this Agreement.

10.14 Facsimile Execution. This Agreement may be executed with signatures affixed to a facsimile copy of this Agreement, which facsimile signatures shall be deemed original signatures. However, duplicate originals of this Agreement shall be executed by Seller and Buyer immediately following the facsimile signatures, with a fully executed duplicated original to be delivered to Seller and Buyer, respectively.

10.15 Escrow Instructions; Further Instruments. Buyer and Seller agree that the terms of this Agreement shall constitute Title Company's escrow instructions. Buyer and Seller each shall promptly, upon the request of the other party or Title Company, execute and deliver to the other party or Title Company any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement, including supplemental escrow instructions.

11. COOPERATION WITH EXCHANGE.

11.1 Section 1031 or Section 1033 Exchange. Pursuant to the terms and conditions of this Agreement, Buyer agrees to cooperate with Seller, and Seller agrees to cooperate with Buyer in the event either or both desire(s) to structure this transaction so as to constitute a tax-deferred like-kind exchange pursuant to IRC §1031 or §1033. However, nothing contained in this subsection shall require either party to take title, and it is agreed that a third-party facilitator or other party will complete the desired like-kind exchange. Such exchange, and cooperation shall be at the cost of the party requesting the exchange.

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11.2 Indemnity. Notwithstanding anything in this Agreement or in the attached exhibits to the contrary, if an exchange is attempted or effectuated either party, then such party shall and hereby covenants and agrees to defend, indemnify, and hold the other, including its officers, directors, agents, employees, independent contractors, guests, assignees and invitees, harmless from and against any and all liabilities, claims, demands, causes of action, damages, expenses, and costs incurred or suffered, including attorney fees at trial and on appeal, arising out of or directly or indirectly attributable to participation in such exchange or attempted exchange.

12. STATUTORY NOTICE. 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, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.390. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. made a part hereof are First + Second Addendums

SELLER:

MARINE FINANCE CORPORATION, an Oregon corporation

By: _____
Name: Douglas F Watson
Its: President
Date: 06, 11, 2004

WB OREGON, INC., an Oregon corporation

By: _____
Name: Karen Watson
Its: _____
Date: 6/11, 2004

BUYER:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, an Oregon limited liability company

By: _____
Name: _____
Its: _____
Date: _____, 2004

11.2 Indemnity. Notwithstanding anything in this Agreement or in the attached exhibits to the contrary, if an exchange is attempted or effectuated either party, then such party shall and hereby covenants and agrees to defend, indemnify, and hold the other, including its officers, directors, agents, employees, independent contractors, guests, assignees and invitees, harmless from and against any and all liabilities, claims, demands, causes of action, damages, expenses, and costs incurred or suffered, including attorney fees at trial and on appeal, arising out of or directly or indirectly attributable to participation in such exchange or attempted exchange.

12. STATUTORY NOTICE. 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, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.390. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

MARINE FINANCE CORPORATION, an Oregon corporation

By:_____
Name:_____
Its:_____
Date:_____, 2004

WB OREGON, INC., an Oregon corporation

By:_____
Name:_____
Its:_____
Date:_____, 2004

BUYER:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, an Oregon limited liability company

By: Marvin D. Burch
Name: MARVIN D. BURCH
Its: PRESIDENT
Date: 6/4, 2004

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby acknowledges receipt of a copy of this Agreement executed by Buyer and Seller, and agrees to act as escrow agent in accordance with its terms, and the separate instructions as may be submitted by the parties, or either of them, for the purpose of Closing under this Contract.

Dated: _____, 2004.

FIDELITY NATIONAL TITLE OF OREGON

By:_____
Name:_____
Its: _____

EXHIBIT A TO PURCHASE AND SALE AGREEMENT DATED June 11, 2004.

LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT "ONE"

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly

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at right angles 30 feet; thence Westerly parallel with the extended centerline of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records, said point lying in the northeasterly line of NW St. Helens Road (as existed in 1952) 142 feet Southeasterly measured along said road line, from its intersection with the northerly line, extended Westerly of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll; thence Southeasterly along the northeasterly line of NW St. Helens Road (as existed in 1952) to its intersection with the southeasterly line of the tract of land conveyed to L.O. Jacobsen by deed recorded November 5, 1929 in Book 39, Page 403, Deed Records, said line being parallel with and North 38° West 33.94 feet from the southeasterly line, and its southwesterly extension of Lots 2 and 9, Block 3, Springville; thence North 52° East along the southeasterly line of said Jacobsen tract 125 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the southeasterly line of the above described Multnomah County tract; thence South 55° 48' West along said Southeasterly line 134 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM a tract of land described as beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2,

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Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

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EXHIBIT C TO PURCHASE AND SALE AGREEMENT DATED June 11, 2004.

TENANT SECURITY DEPOSITS

(Information to be supplied by Seller per Sections 1 and 4)

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EXHIBIT D TO PURCHASE AND SALE AGREEMENT DATED June 11, 2004.

BARGAIN AND SALE DEED

THIS BARGAIN AND SALE DEED is made the ____ day of _____, 2004 by MARINE FINANCE CORPORATION, an Oregon corporation and/or WB OREGON, INC., an Oregon corporation, as GRANTOR, to ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC., an Oregon limited liability company, as GRANTEE.

WITNESS that Grantor, for the true consideration of $1.450,000.00, which is the entire consideration, conveys to Grantee all the real property located in Portland, Multnomah County, Oregon, more particularly described on Exhibit A (to be attached).

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

MARINE FINANCE CORPORATION, an Oregon corporation

By:_____
Name:_____
Its:_____

WB OREGON, INC., an Oregon corporation

By:_____
Name:_____
Its:_____

STATE OF OREGON)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ of Marine Finance Corporation.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as _____ of WB Oregon, Inc.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

AAC001636

First Addendum
To
Agreement
Between
WB Oregon, Inc. and Marine Finance Corporation
And
Advance American Construction Properties, LLC

This is a First Addendum to and part of the original Agreement for the sale of certain property described in the Agreement set forth above.

1. **Termination Date.** Notwithstanding anything to the contrary in the Agreement, this sale shall close not later than August 25, 2004 unless extended by the mutual agreement of the parties.

2. **Section 7.2.2.** Section 7.2.2. is amended to provide that the Buyer's sole remedy in the event of default by the Seller is the return of the earnest money. The Buyer shall have no other remedies.

Dated contemporaneously with the Agreement.

Marine Finance Corporation

By: President
Its:

WB Oregon, Inc.

By: President
Its:

Advanced American Construction Properties, LLC

By:
Its:

This Addendum are further force & effect per email correspondence w/ Marilyn Hall

ADDENDUM TO AGREEMENT

BETWEEN: Marine Finance Corporation, an Oregon corporation, and/or WB Oregon, Inc., an Oregon corporation, as successor in interest to Marine Finance Corporation, an Oregon corporation ("Seller")

AND: Advanced American Construction Properties, LLC, an Oregon limited liability company ("Buyer")

DATED: June 11, 2004

June ~~May~~ 11, 2004, This Addendum relates to and is a part of that Agreement between the parties dated (the "Agreement") for the purchase and sale of certain Property described therein. All capitalized terms shall have the meaning designated to those terms in the Agreement.

1. Upon Closing of the transaction, and delivery of the Deed described in the Agreement to Buyer, each party covenants to the other that no suit or other action will be filed by either party against the other arising out of, or in any way related to the Property or any condition thereof.

2. Paragraph 2.5 of the Agreement shall be modified to read as follows:

> Payment of Purchase Price. Payment of the Purchase Price shall be as follows: At Closing, Buyer shall deliver to Seller immediately available funds in the remaining amount of the Purchase Price, after credit to Buyer of the remaining Forty-One Thousand One Hundred Thirty and 00/100 Dollars ($41,130.00) of the Earnest Money Deposit after payment of the Eight Thousand Eight Hundred Seventy and 00/100 Dollars ($8,870.00) payment to DEQ as described in Section 2.6 below, plus credit to Buyer of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) as provided in Section 6.2.1. After such credits, the remaining balance of the Purchase Price to be paid by Buyer to Seller at Closing shall be One Million Three Hundred Eighty-Three Thousand Eight Hundred Seventy and 00/100 Dollars ($1,383,870.00).

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3. Closing shall occur no later than November 1, 2004; except that such date may be reasonably extended by the parties if such date cannot be met so long as both parties are proceeding in good faith to close the transaction.

4. Except as so modified, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

MARINE FINANCE CORPORATION, an Oregon corporation

By: Gordon T Cary
Name: Gordon T Cary Jr
Its: Attorney
Date: 6/11/04, 2004

WB OREGON, INC., an Oregon corporation

By: Gordon T Cary
Name: Gordon T Cary Jr
Its: Attorney
Date: 6/11/04, 2004

BUYER:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, an Oregon limited liability company

By:_____
Name:_____
Its:_____
Date:_____, 2004

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby acknowledges receipt of a copy of this Agreement executed by Buyer and Seller, and agrees to act as escrow agent in accordance with its terms, and the separate instructions as may be submitted by the parties, or either of them, for the purpose of Closing under this Contract.

Dated: _____, 2004.

FIDELITY NATIONAL TITLE OF OREGON

By:_____
Name:_____
Its: _____

3. Closing shall occur no later than November 1, 2004, except that such date may be reasonably extended by the parties if such date cannot be met so long as both parties are proceeding in good faith to close the transaction.

4. Except as so modified, all other terms and conditions of the Agreement remain in full force and effect..

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

MARINE FINANCE CORPORATION, an Oregon corporation

By:_____
Name:_____
Its:_____
Date:_____, 2004

WB OREGON, INC., an Oregon corporation

By:_____
Name:_____
Its:_____
Date: _____, 2004

BUYER:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, an Oregon limited liability company

By: Marvin D. Burk
Name: Marvin D. Burk
Its: PRESIDENT
Date: 6/9, 2004

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby acknowledges receipt of a copy of this Agreement executed by Buyer and Seller, and agrees to act as escrow agent in accordance with its terms, and the separate instructions as may be submitted by the parties, or either of them, for the purpose of Closing under this Contract.

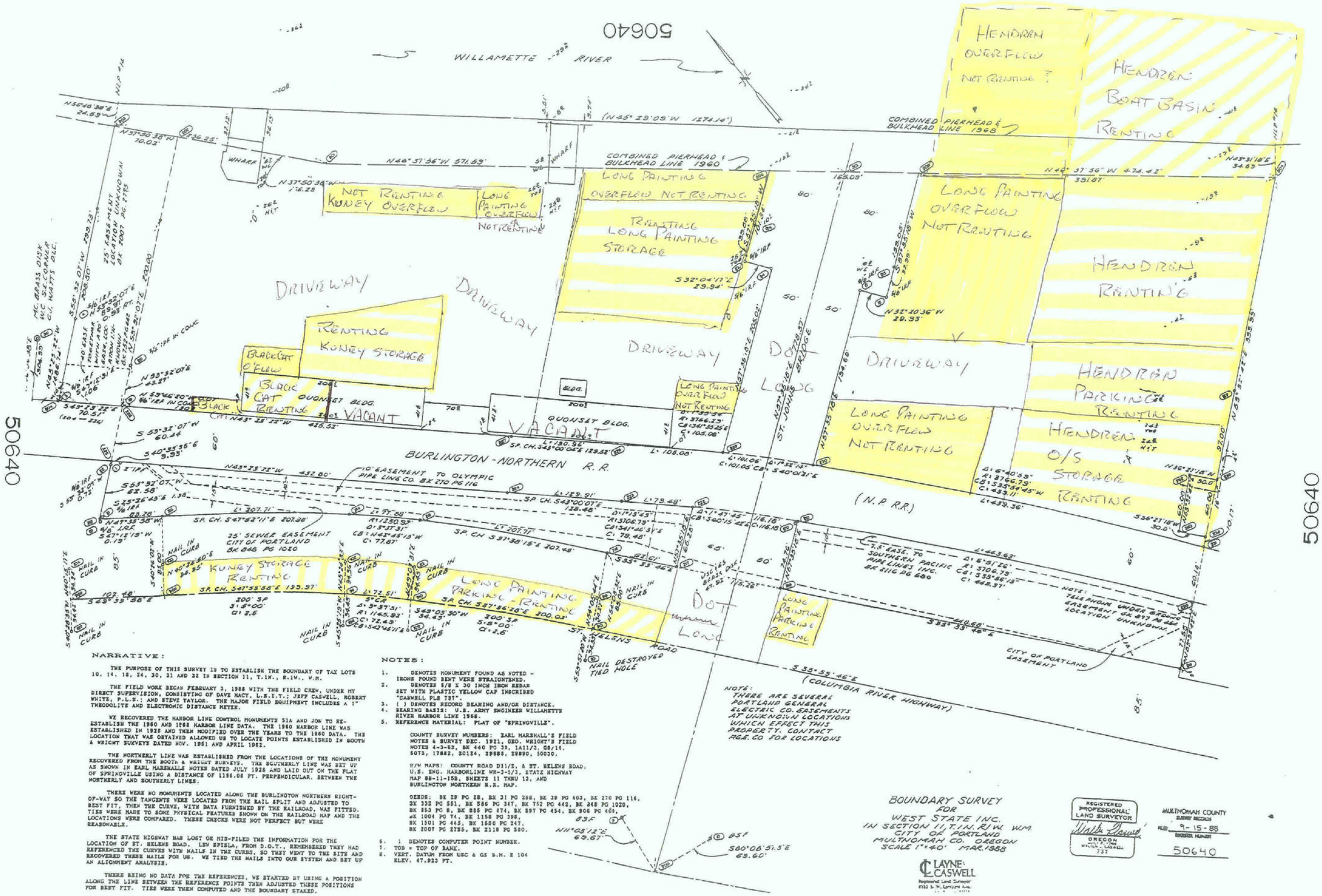
Dated: _____, 2004.

FIDELITY NATIONAL TITLE OF OREGON

By:_____
Name:_____
Its: _____

Existing Leases

AAC001641



NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

WE RECOVERED THE HARBOR LINE CONTROL MONUMENTS 51A AND 30N TO RE-ESTABLISH THE 1960 AND 1968 HARBOR LINE DATA. THE 1960 HARBOR LINE WAS ESTABLISHED IN 1928 AND THEN MODIFIED OVER THE YEARS TO THE 1960 DATA. THE LOCATION THAT WAS OBTAINED ALLOWED US TO LOCATE POINTS ESTABLISHED IN BOOTH & WRIGHT SURVEYS DATED NOV. 1951 AND APRIL 1952.

THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF THE MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALLS NOTES DATED JULY 1928 AND LAID OUT ON THE PLAT OF SPRINGVILLE USING A DISTANCE OF 1196.06 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT, THEN THE CURVE, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

THE STATE HIGHWAY HAS LOST OR MIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEW SPISLA, FROM D.O.T., REMEMBERED THEY HAD REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THESE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

THERE BEING NO DATA FOR THE REFERENCES, WE STARTED BY USING A POSITION ALONG THE LINE BETWEEN THE REFERENCE POINTS THEN ADJUSTED THESE POSITIONS FOR BEST FIT. TIES WERE THEN COMPUTED AND THE BOUNDARY STAKED.

THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. DENOTES MONUMENT FOUND AS NOTED - IRONS FOUND BENT WERE STRAIGHTENED.
2. DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 737".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1911, GEO. WRIGHT'S FIELD NOTES 4-3-52, BK 440 PG 39, 1A11/3, G8/14, 5073, 17882, 20124, 29888, 29899, 50030.

   H/W MAPS: COUNTY ROAD D31/E, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WR-3-1/3, STATE HIGHWAY MAP 88-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 286, BK 39 PG 403, BK 270 PG 116, BK 332 PG 551, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1020, BK 853 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 408, BK 1004 PG 74, BK 1158 PG 398, BK 1501 PG 445, BK 1586 PG 247, BK 2007 PG 2795, BK 2118 PG 580.
6. ( ) DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. E 104 ELEV. 47.933 FT.

BOUNDARY SURVEY
FOR
WEST STATE INC.
IN SECTION 11, T.1N. R1W. WM
CITY OF PORTLAND
MULTNOMAH CO. OREGON
SCALE 1"=40' MAR. 1988

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JULY 9, 1968 WALTER L. CASWELL 737

MULTNOMAH COUNTY SURVEY RECORDS
FILED 9-15-88
50640

LAYNE CASWELL
Registered Land Surveyor

REVISED 7/7/88
REVISED 4/10/88
JOB 4527

AAC001642

50640

WILLAMETTE RIVER

HENDRIEN OVERFLOW NOT RENTING ?

HENDRIEN BOAT BASIN RENTING

COMBINED PIERHEAD & BULKHEAD LINE 1968

COMBINED PIERHEAD & BULKHEAD LINE 1960

LONG PAINTING OVERFLOW NOT RENTING

NOT RENTING KUNEY OVERFLOW

LONG PAINTING OVERFLOW NOT RENTING

RENTING LONG PAINTING STORAGE

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN RENTING

DRIVEWAY

RENTING KUNEY STORAGE

BLACK CAT O'FLOW

BLACK CAT RENTING

BLACK CAT QUONSET BLDG.

VACANT

QUONSET BLDG.

VACANT

LONG PAINTING OVERFLOW NOT RENTING

DRIVEWAY

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN PARKING & RENTING

HENDRIEN O/S STORAGE RENTING

BURLINGTON - NORTHERN R.R.

(N.P. R.R.)

10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 270 PG 116

35' SEWER EASEMENT CITY OF PORTLAND BK 848 PG 1020

KUNEY STORAGE RENTING

LONG PAINTING PARKING - RENTING

DOT LONG

LONG PAINTING PARKING & RENTING

ST. HELENS ROAD

(COLUMBIA RIVER HIGHWAY)

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT PGE. CO FOR LOCATIONS

NOTE: TELEPHONE UNDERGROUND EASEMENT BK 877 PG 484 LOCATION UNKNOWN.

CITY OF PORTLAND EASEMENT

NAIL DESTROYED TIED HOLE

50640

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

WE RECOVERED THE HARBOR LINE CONTROL MONUMENTS 51A AND 30W TO RE-ESTABLISH THE 1960 AND 1968 HARBOR LINE DATA. THE 1960 HARBOR LINE WAS ESTABLISHED IN 1926 AND THEN MODIFIED OVER THE YEARS TO THE 1960 DATA. THE LOCATION THAT WAS OBTAINED ALLOWED US TO LOCATE POINTS ESTABLISHED IN BOOTH & WRIGHT SURVEYS DATED NOV. 1961 AND APRIL 1962.

THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF THE MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALLS NOTES DATED JULY 1928 AND LAID OUT ON THE PLAT OF SPRINGVILLE USING A DISTANCE OF 1196.06 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT, THEN THE CURVE, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

THE STATE HIGHWAY HAS LOST OR HIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEW EPISLA, FROM D.O.T., REMEMBERED THEY HAD REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THESE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

THERE BEING NO DATA FOR THE REFERENCES, WE STARTED BY USING A POSITION ALONG THE LINE BETWEEN THE REFERENCE POINTS THEN ADJUSTED THESE POSITIONS FOR BEST FIT. TIES WERE THEN COMPUTED AND THE BOUNDARY STAKED.

THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. DENOTES MONUMENT FOUND AS NOTED - ~~IRONS FOUND BENT WERE STRAIGHTENED.~~
2. DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 737".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1921, GEO. WRIGHT'S FIELD NOTES 4-3-62, BK 440 PG 38, 1A11/3, 08/14, 5073, 17388, 20124, 29088, 23820, 25020.

   R/W MAPS: COUNTY ROAD D11/2, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WM-3-5/3, STATE HIGHWAY MAP 8S-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 288, BK 38 PG 403, BK 270 PG 116, BK 332 PG 561, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1020, BK 863 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 409, BK 1004 PG 74, BK 1158 PG 398, BK 1501 PG 445, BK 1860 PG 247, BK 2007 PG 2786, BK 2118 PG 580.
6. ⊙ DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. E 104 ELEV. 47.933 FT.

BOUNDARY SURVEY FOR WEST STATE INC. IN SECTION 11, T.1N. R1W W.M. CITY OF PORTLAND MULTNOMAH CO. OREGON SCALE 1"=40' MAR. 1988

LAYNE CASWELL Registered Land Surveyor 5132 S.W. Lancaster Ave.

REGISTERED PROFESSIONAL LAND SURVEYOR — OREGON — JULY 10, 1979 — WALTER L. CASWELL — 737

MULTNOMAH COUNTY SURVEY RECORDS — FILED 9-15-88 — SURVEY NUMBER 50640

REVISED 7/7/88
REVISED 4/10/88
JOB 4527

50640

AAC001643

AAD
Marine
Finance
file w/ closing
papers in
book

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

September 24, 2004

9/28/04

FOR YOUR INFORMATION
JORDAN SCHRADER

Carol Keddy
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Carol:

I enclose copies of the payment summaries from Capital Consultants for Hendren Towing.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

Z:\MFC - CCI\Correspondence\Ltr to Carol Keddy 9-24-04.wpd
GTC:kcs
Enclosure
cc: Marilyn Wall

RECEIVED
SEP 2 7 2004
JORDAN SCHRADER
ATTORNEYS AT LAW

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2300.00 Date Rec'd: 03/26/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

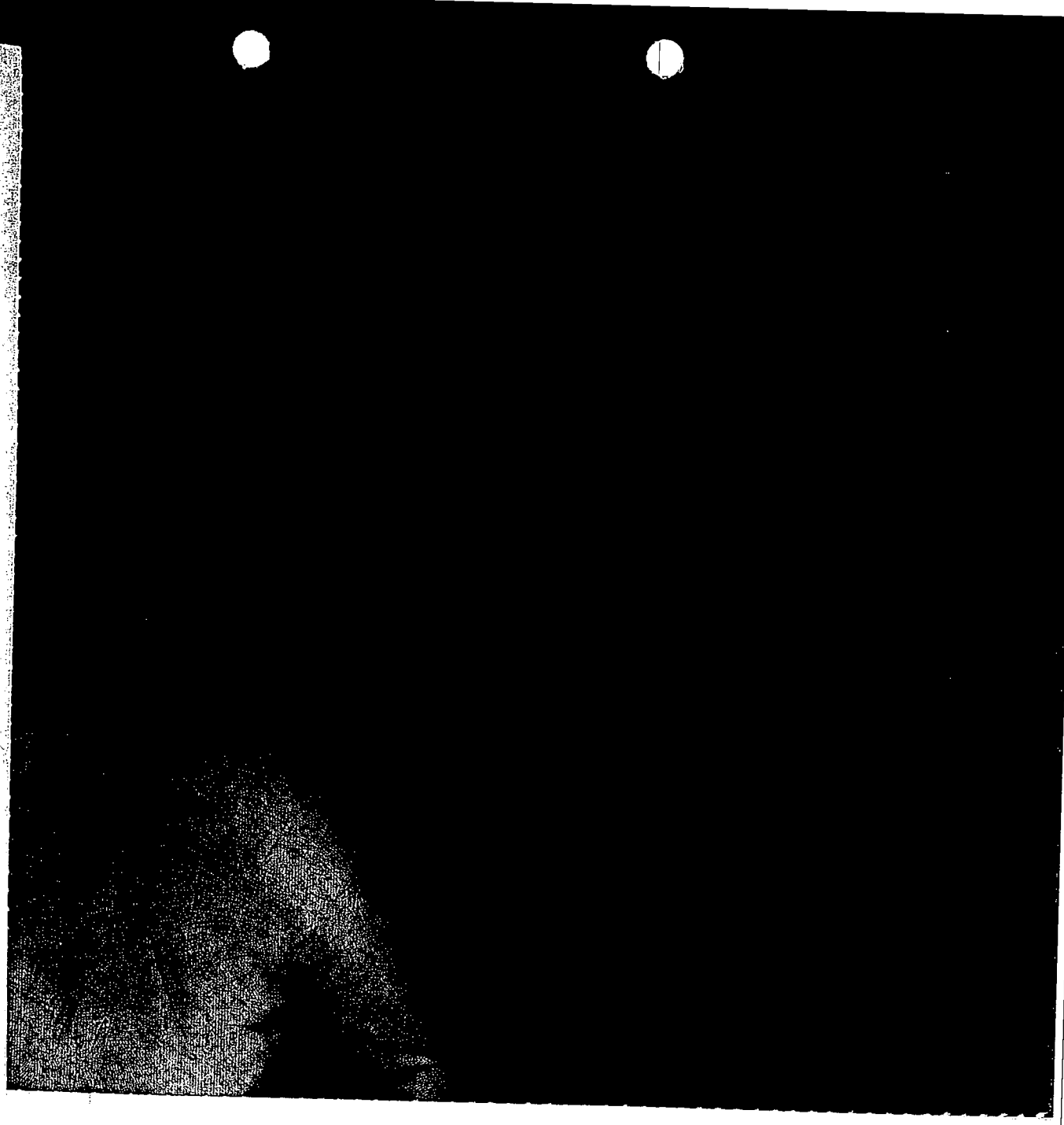
Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	66.00
GCS #810595	2234.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***



810597
HENDREN TOW BOAT
Acd: 2500.00 Date Rec'd: 04/03/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 06/04/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 07/02/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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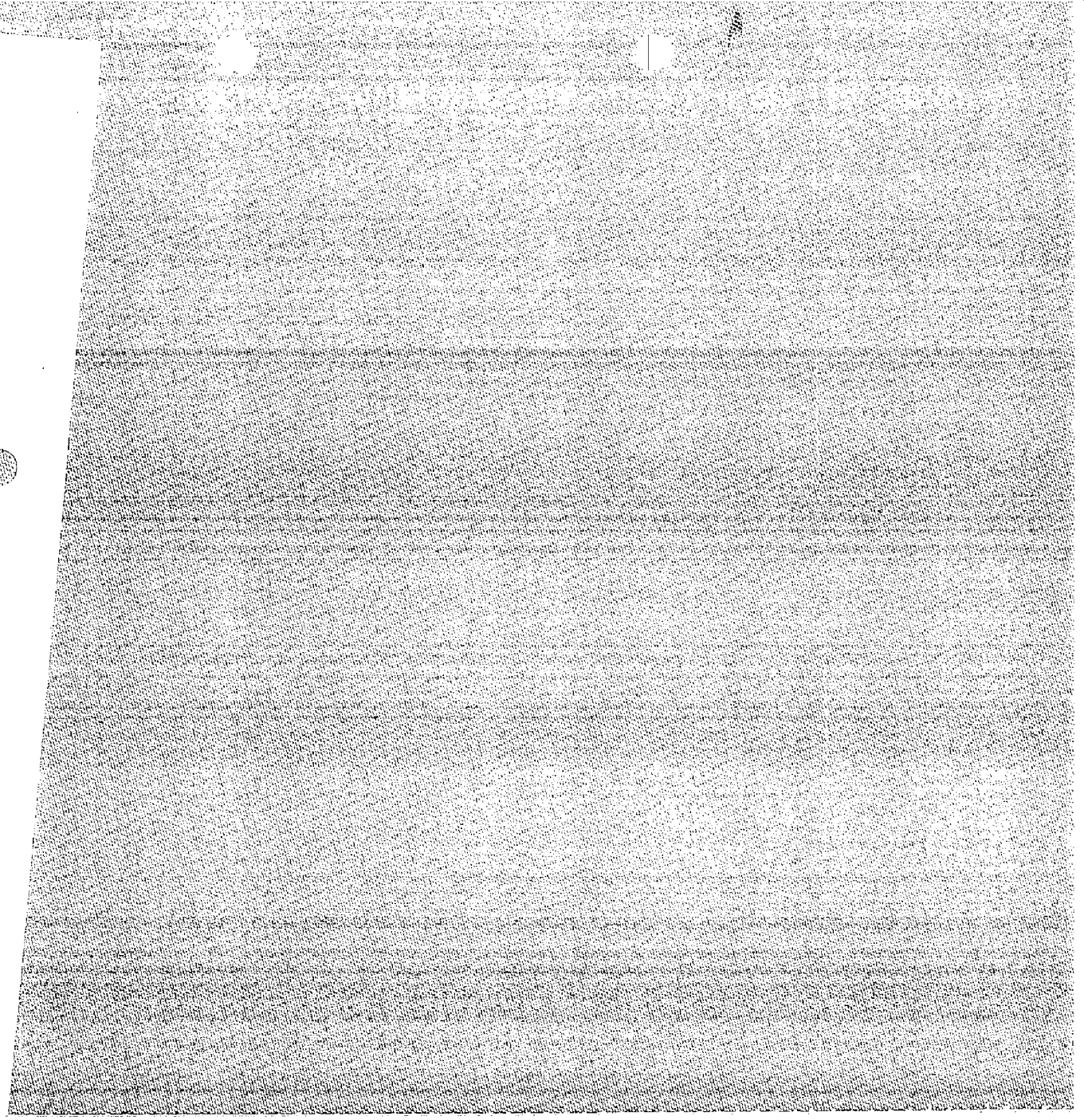
PAYMENT NOTICE FOR YOUR FILE***



810597
HENDREN TOW BOAT

ecd: 2500.00 Date Rec'd: 08/04/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
8444 NW ST HELENS RD
PORTLAND OR 97231

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***

AAC001650

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 09/03/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
8444 NW ST HELENS RD
PORTLAND OR 97231

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***

AAC001651

Acct #: 810597

Buyer: HENDREN TOW BOAT

Amt Recd: 2500.00 Date Rec'd: 10/02/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
OCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
8444 NW ST HELENS RD
PORTLAND OR 97231

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!

PAYMENT NOTICE FOR YOUR FILE***

AAC001652

Acct #: 810597
Buyer: HENRIKEN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 11/03/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date		
Principal:	.00	.00	Previous Balance:	.00
Interest:	.00	.00	Adjustments:	.00
Buyer's Fee:	.00		Current Balance:	.00
Reserve:	.00		Reserve Balance:	.00
Late Charge:	.00		Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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PAYMENT NOTICE FOR YOUR FILE****

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 12/02/03 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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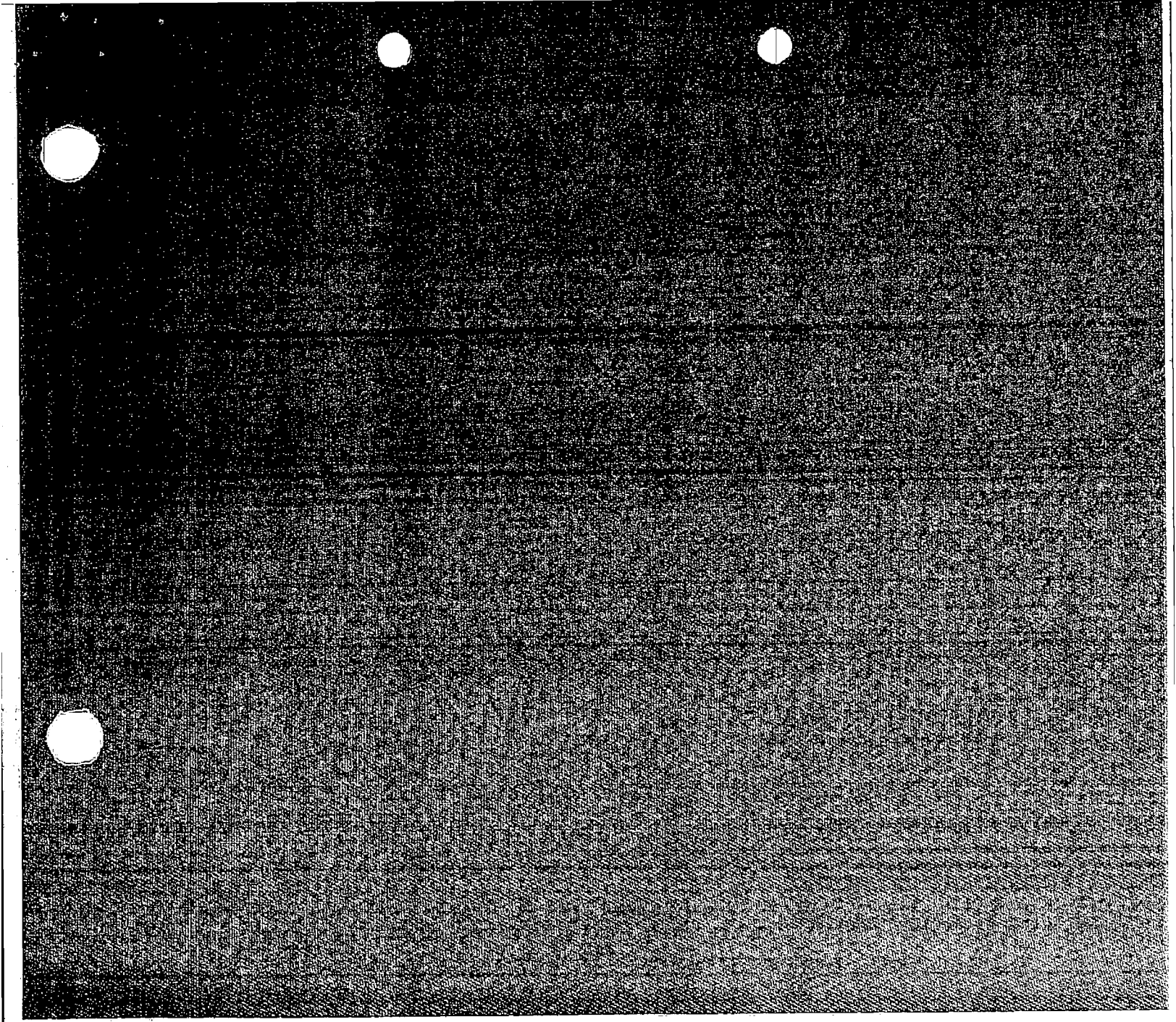
PAYMENT NOTICE FOR YOUR FILE***



Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 01/05/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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AAC001655

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 02/02/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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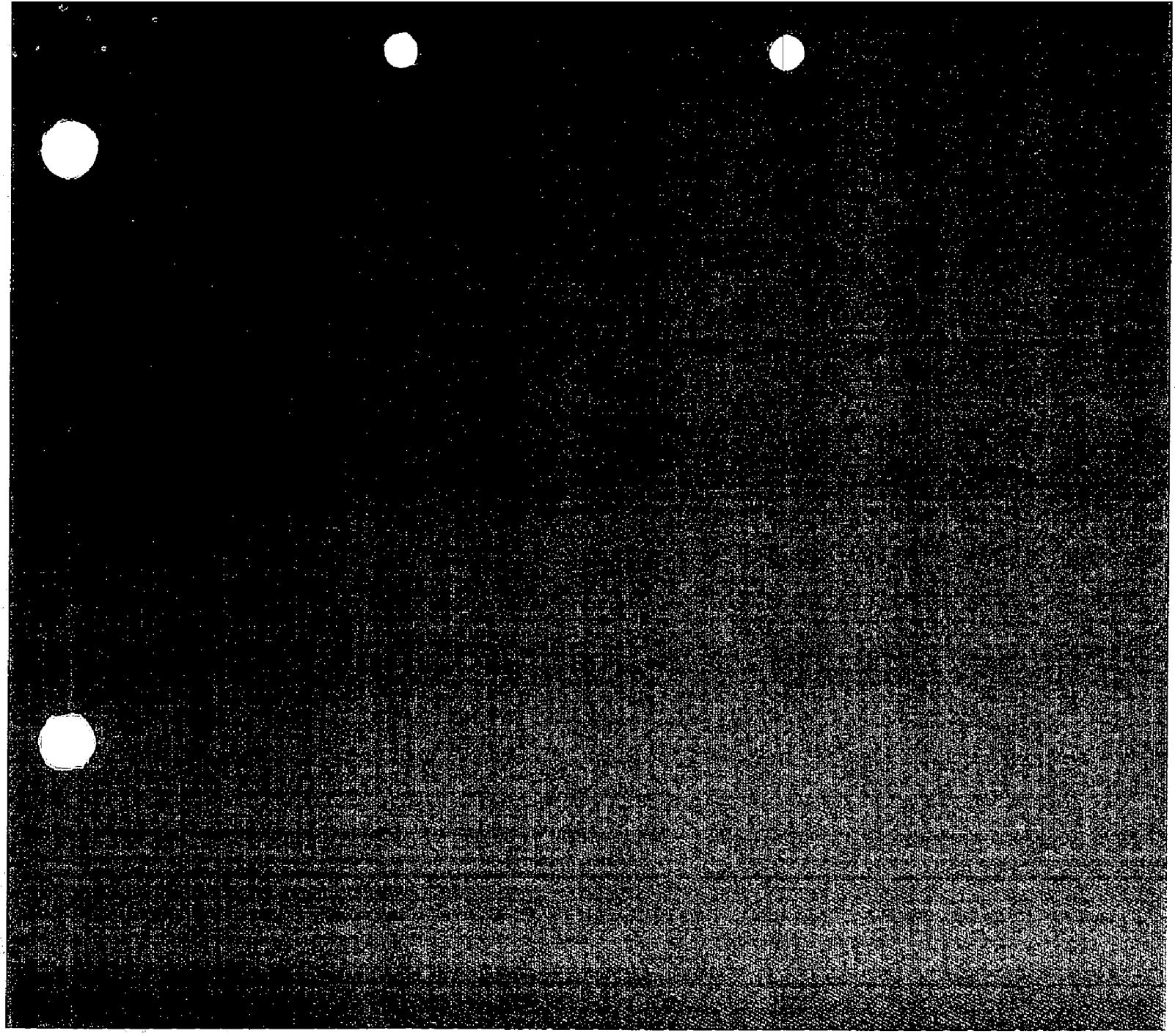

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 03/02/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!
PAYMENT NOTICE FOR YOUR FILE***

AAC001657

Acct #: 810597
Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 04/01/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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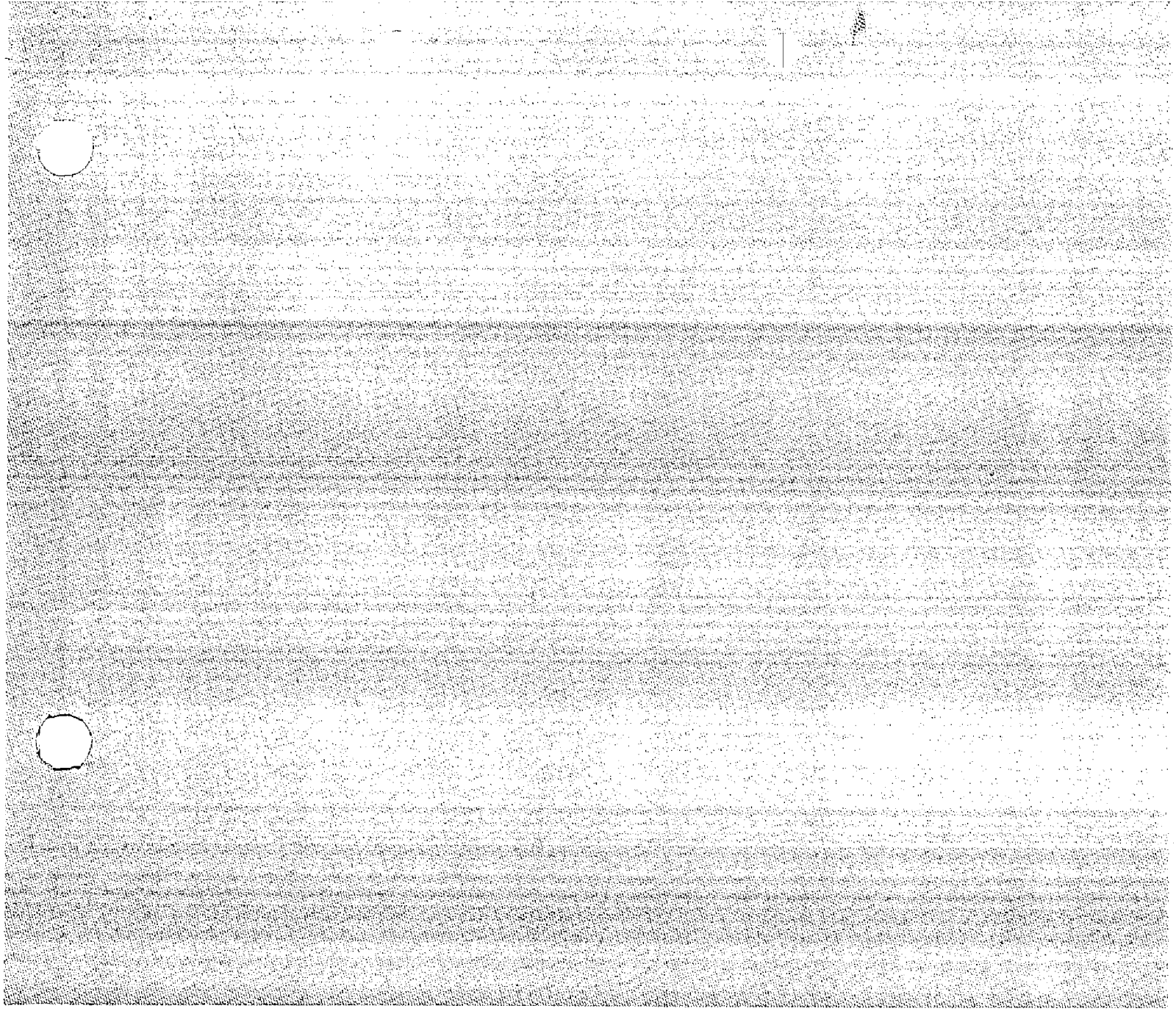

GUARDIAN CONTRACT SERVICES INC.
P.O. Box 2316 • Ph. 503-684-6556
Lake Oswego, Oregon 97035-0665

PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597 Buyer: HENDREN TOW BOAT

Amt Recd: 2500.00 Date Rec'd: 05/04/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

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GUARDIAN CONTRACT SERVICES INC.
P.O. Box 2316 • Ph. 503-684-6556
Lake Oswego, Oregon 97035-0665

PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597 Buyer: HENDREN TOW BOAT

Amt Recd: 2500.00 Date Rec'd: 06/01/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date		
Principal:	.00	.00	Previous Balance:	.00
Interest:	.00	.00	Adjustments:	.00
Buyer's Fee:	.00		Current Balance:	.00
Reserve:	.00		Reserve Balance:	.00
Late Charge:	.00		Lte Chg Balance:	.00

RECEIVED
JUN 8 2004
GORDON T. CAREY JR P.C.

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

Disbursements:
Seller's Fee 16.00
GCS #810595 2484.00

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!

AAC001660

GUARDIAN CONTRACT SERVICES INC.
P.O. Box 2316 • Ph. 503-684-6556
Lake Oswego, Oregon 97035-0665

PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597 Buyer: HENDREN TOW BOAT
Amt Recd: 2500.00 Date Rec'd: 07/02/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!

GUARDIAN CONTRACT SERVICES INC.
P.O. Box 2316 • Ph. 503-684-6556
Lake Oswego, Oregon 97035-0665

PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597 Buyer: HENDREN TOW BOAT

Amt Recd: 2500.00 Date Rec'd: 08/03/04 Int Pd to: 00/00/00 Int Rate: .000

	This Payment	Year-to-Date		
Principal:	.00	.00	Previous Balance:	.00
Interest:	.00	.00	Adjustments:	.00
Buyer's Fee:	.00		Current Balance:	.00
Reserve:	.00		Reserve Balance:	.00
Late Charge:	.00		Lte Chg Balance:	.00

RECEIVED
AUG 10 2004
GORDON T. CAREY JR P.C.

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!

AAC001662

PAYMENT NOTICE FOR YOUR FILE***

Acct #: 810597 Buyer: HENDREN TOW BOAT

Amt Recd: 2500.00 Date Rec'd: 08/31/04 Int Pd to: 00/00/00 Int Rate: .000

GUARDIAN CONTRACT SERVICES INC.
P.O. Box 2316 • Ph. 503-684-6556
Lake Oswego, Oregon 97035-0665

	This Payment	Year-to-Date
Principal:	.00	.00
Interest:	.00	.00
Buyer's Fee:	.00	
Reserve:	.00	
Late Charge:	.00	

Previous Balance:	.00
Adjustments:	.00
Current Balance:	.00
Reserve Balance:	.00
Lte Chg Balance:	.00

Disbursements:

Seller's Fee	16.00
GCS #810595	2484.00

RECEIVED
SEP 09 2004
GORDON T. CAREY JR P.C.

MARINE FINANCE CORP
C/O GORDON CAREY
721 SW OAK ST 2ND FLOOR
PORTLAND OR 97205

A CHARGE WILL BE ASSESSED FOR REPLACEMENT COPY(S) OF THIS INFORMATION!!

THOMAS F. LENNON
U.S. DISTRICT COURT RECEIVER
FOR CAPITAL CONSULTANTS, LLC
& RELATED ENTITIES
2300 S.W. FIRST AVENUE, SUITE 100
PORTLAND, OR 97201
(503) 241-1200 OR (800) 929-4464 FAX (503) 241-0448
E-MAIL: tlennon@tflinc.com

March 3, 2003

VIA MESSENGER

Office of Gordon T. Carey, Jr.
Attn: Kristy
721 SW Oak Street, 2nd Floor
Portland, OR 97205

Re: Audit of Rent Payments – Marine Finance Corp.

Dear Kristy:

Enclosed are copies of bank statements, copies of checks and yearly spreadsheets, indicating rents paid to the rent deposit account for Marine Finance, since the inception of the account, May 1, 2000 through January 31, 2003.

Please note, while we had a significant number of check copies, we did not have copies of all the rent checks. I have indicated which check copies we had in our files by highlighting the deposit amounts on each bank statement.

Should you have any questions or require additional information, do not hesitate to contact me.

Sincerely,

Gayle Case

Gayle Case
Client Services Manager

Enclosures

cc: Leon Simson (w/o enclosures)
Paul George (w/o enclosures)

MAIN OFFICE
7777 ALVARADO ROAD, SUITE 712, LA MESA, CA 91941
(619) 668-6680 FAX (619) 465-9288

Marine Finance
Tenants at the St. John's Site

2/25/03

Tenant	Monthly Rent	April '00 Amount Paid Date Paid	May '00 Amount Paid Date Paid	June '00 Amount Paid Date Paid	July '00 Amount Paid Date Paid	August '00 Amount Paid Date Paid	Sept '00 Amount Paid Date Paid	Oct '00 Amount Paid Date Paid	Nov '00 Amount Paid Date Paid	Dec '00 Amount Paid Date Paid
Transloader	$ 1,500.00	$ 1,145.64 4/12/00	$ 1,220.15 5/3/00	$ 1,230.90 5/31/00	$ 1,234.17 6/30/00	$ 1,372.52 8/1/00	$ 1,360.38 9/1/00	$ 1,833.45 10/2/00	$ 1,837.61 11/2/00	$ 1,831.52 12/1/00
Transversall	$ 800.00									
Mark Even	$ 1,200.00		$ 1,200.00 5/8/00	$ 1,200.00 6/6/00	$ 1,200.00 7/7/00	$ 1,200.00 8/8/00	$ 1,200.00 9/7/00	$ 700.00 10/4/00	$ 700.00 11/7/00	$ 700.00 12/20/00
Hendren Tow Boat	$ 1,500.00			$ 1,500.00 6/2/00	$ 1,500.00 7/3/00	$ 1,500.00 8/2/00	$ 1,500.00 9/26/00	$ 1,500.00 10/6/00	$ 1,500.00 11/2/00	$ 1,500.00 12/18/00
(b) (6) /Black Cat Studio	$ 950.00		$ 950.00 5/9/00	$ 950.00 6/9/00	$ 950.00 7/17/00	$ 950.00 8/8/00	$ 950.00 9/5/00	$ 950.00 10/10/00		
Northwest One Design (Rent was $850)			$ 850.00 5/23/00	$ 850.00 5/23/00	0	0	0	0		
Superior Performance Replace NW One Design 8/00 New Tenant Aug '00	$ 850.00					$ 850.00 9/11/00		$ 850.00 10/3/00	$ 850.00 11/8/00	$ 850.00 12/4/00
Direct Equipment New Tenant Aug '00 (Yard Rental)	$ 560.00					$ 560.00 9/11/02	$ 560.00 10/10/00	$ 560.00 10/10/00	$ 560.00 11/27/00	
Total	$ 7,360.00	$ 1,145.64	$ 4,220.15	$ 5,730.90	$ 4,884.17	$ 6,432.52	$ 5,570.38	$ 6,393.45	$ 5,447.61	$ 4,881.52

Marine Finance
Tenants at the St. John's Site

2/25/03

Tenant	Monthly Rent	Jan '01 Amount Paid Date Paid	Feb '01 Amount Paid Date Paid	March '01 Amount Paid Date Paid	April '01 Amount Paid Date Paid	May '01 Amount Paid Date Paid	June '01 Amount Paid Date Paid	July '01 Amount Paid Date Paid	Aug '01 Amount Paid Date Paid	Sept '01 Amount Paid Date Paid	Oct '01 Amount Paid Date Paid	Nov '01 Amount Paid Date Paid	Dec '01 Amount Paid Date Paid
Transloader	$ 1,500.00	$ 1,784.23 1/2/01	$ 1,793.04 2/1/01	$ 11,562.39 3/1/01	$ 2,476.00 3/30/01	$ 2,476.00 5/1/01	$ 2,476.00 6/1/01	$ 2,476.00 7/2/01	$ 2,476.00 8/1/01	$ 2,476.00 8/31/01	$ 2,476.00 10/2/01	$ 2,476.00 11/2/01	$ 2,476.00 12/3/01
Transversal	$ 800.00												
Mark Even	$ 1,200.00	$ 700.00 1/9/01	$ 1,200.00 2/12/01	$ 1,200.00 3/12/01	$ 1,200.00 4/10/01	$ 1,200.00 5/9/01	$ 1,200.00 6/18/01	$ 1,200.00 7/25/01	$ 1,200.00 8/21/01	$ 1,200.00 9/25/01			
Hendren Tow Boat	$ 1,500.00	$ 1,500.00 1/5/01	$ 2,000.00 2/2/01	$ 2,000.00 3/13/01	$ 2,000.00 4/3/01	$ 2,000.00 5/24/01	$ 2,000.00 6/20/01	$ 2,000.00 7/10/01	$ 2,000.00 8/2/01	$ 2,000.00 9/6/01	$ 2,000.00 9/27/01	$ 2,000.00 11/2/01	$ 2,000.00 12/5/01
(b) (6) Black Cat Studio	$ 950.00	$ 950.00 1/12/01	$ 1,900.00 2/7 & 2/12/01	$ 950.00 3/20/01	$ 1,900.00 4/11/01	$ 950.00 5/10/01	$ 950.00 6/8/01	$ 950.00 7/18/01	$ 950.00 8/8/01	$ 950.00 9/7/01	$ 950.00 10/10/01	$ 950.00 11/8/01	$ 950.00 12/20/01
Northwest One Design (Rent was $850)													
Superior Performance Replace NW One Design 8/00 New Tenant Aug '00	$ 850.00	$ 850.00 1/5/01	$ 1,275.00 2/21/01	$ 1,275.00 3/23/01		$ 1,075.00 5/21/01	$ 850.00 6/28/01	$ 850.00 8/6/01		$ 850.00 9/21/01	$ 750.00 10/23/01	$ 750.00 11/19/01	$ 750.00 12/12/01
Direct Equipment New Tenant Aug '00 (Yard Rental)	$ 560.00		$ 1,120.00 2/8/01			$ 1,120.00 5/7/01							
Total	$ 7,360.00	$ 5,784.23	$ 9,288.04	$ 16,987.39	$ 7,576.00	$ 8,821.00	$ 7,476.00	$ 7,476.00	$ 6,626.00	$ 7,476.00	$ 6,176.00	$ 6,176.00	$ 6,176.00

Marine Finance
Tenants at the St. John's Site

2/28/03

Tenant	Monthly Rent	Jan '02 Amount Paid Date Paid	Feb '02 Amount Paid Date Paid	March '02 Amount Paid Date Paid	April '02 Amount Paid Date Paid	May '02 Amount Paid Date Paid	June '02 Amount Paid Date Paid	July '02 Amount Paid Date Paid	Aug '02 Amount Paid Date Paid	Sept '02 Amount Paid Date Paid	Oct '02 Amount Paid Date Paid	Nov '02 Amount Paid Date Paid	Dec '02 Amount Paid Date Paid
Transloader	$ 1,500.00	$ 2,476.00 1/2/02	2,476.00 2/4/02	2,476.00 2/28/02	2,476.00 4/1/02	2,476.00 5/2/02	2,476.00 6/3/02	2,476.00 7/1/02	2,476.00 8/2/02	2,476.00 9/4/02	2,476.00 10/1/02	2,476.00 11/4/02	2,476.00 12/3/02
Transversal	$ 800.00												
Mark Even **Gave Notice - February last month	$ 1,200.00	1,200.00 1/23/02	700.00 2/7/02	0.00 Gave Notice	0.00	0.00	0.00						
Hendren Tow Boat	$ 1,500.00	100.00 1/24/02 1 day dock pymt	4,000.00 2/1/02	2,000.00 3/4/02	2,000.00 4/2/02	2,000.00 5/2/02	2,000.00 6/4/02	2,200.00 7/1 & 7/18/02 2 days dock pymt	2,100.00 8/1/02 1 day dock pymt	2,100.00 9/5/02 1 day dock pymt	2,200.00 10/3/02 2days dock pymt	2,000.00 11/5/02	2,200.00 12/3/02 2 days dock pymt
(b) (6) /Black Cat Studio	$ 950.00	950.00 1/8/02	950.00 2/28/02	950.00 3/14/02	950.00 4/17/02	950.00 5/7/02		2,850.00 7/24/02/June, July & August '02		950.00 9/16/02	950.00 10/15/02	950.00 11/12/02	950.00 12/4/02
Northwest One Design (Rent was $850)													
Superior Performance Replace NW One Design 8/00 New Tenant Aug '00	$ 850.00	750.00 1/11/02	850.00 2/14/02										
Direct Equipment New Tenant Aug '00 (Yard Rental)	$ 560.00												
Total	$ 7,360.00	$ 5,476.00	$ 8,976.00	$ 5,426.00	$ 5,426.00	$ 5,426.00	$ 4,476.00	$ 7,526.00	$ 4,576.00	$ 5,526.00	$ 5,626.00	$ 5,426.00	$ 5,626.00

Marine Finance
Tenants at the St. John's Site

2/27/03

Tenant	Monthly Rent	Jan '03 Amount Paid / Date Paid	Feb '03* Amount Paid / Date Paid
Transloader	$ 1,500.00	2,476.00 1/3/03	
Transversal	$ 800.00		
Mark Even Rent was $1200	$ -		
Hendren Tow Boat	$ 1,500.00	2,000.00 1/6/03	2,000.00 2/6/03
Devin L. Field/Black Cat Studio	$ 950.00	950.00 1/14/03	
Northwest One Design (Rent was $850)			
Superior Performance Replace NW One Design 8/00 New Tenant Aug '00	$ 850.00		
Direct Equipment New Tenant Aug '00 (Yard Rental)	$ 560.00		
Total	$ 6,160.00	$ 5,426.00	

*as of 2/27/03 February bank statement not received yet
Only copy of check received from bank is from Hendren for February

DOCUMENT ROUTING REQUEST

LA Initials CLK Date Received 9/28

Client Name Adv American N° _____

Matter Name Marine Finance N° 32933

LEGAL ASSISTANT ACTION TAKEN

☐ Calendar? Date Calendared for Action _____

☐ **ROUTE TO** *(No Copies Needed)* _____

☐ **COPY AND ROUTE AS FOLLOWS** ☐ **RUSH**

☑ Copy to Client? Attention Scott Burgos/Dee Burch

☐ Copy to Other? _____

☑ Working Copy to CHT

Office Assistant Initials _____

Route Original to _____

Note to Attorney _____

Note to Legal Assistant _____

AFTER ATTORNEY'S REVIEW - RETURN TO LEGAL ASSISTANT

EXISTING LEASES

1. Transversal International Corporation, 120 N Main Ste 300, Banks OR
   8444B; 15,000 SF; month to month $800/month; 30-day notice to cancel;

2. (b) (6) [redacted] Portland OR
   N ½ of N.; Quonset Hut, _____; SF, month to month; $700/mo + $50 utilities, 30-day notice to cancel;

3. Transloader International Corporation, 8888 NW St. Helens Rd, Portland OR
   Warehouse Bldg. at 8444; 8,000 SF; 5-year term expires 9/30/04; 1-year option to end if written notice at least 6 month (by 4/30/04); $1,914 current rent; $1971 during option period;

4. Long Painting Company, 2663 NW St. Helens Rd, Portland OR
   Parcel B (1/2); 8,500 SF; month to month; $680/mo; 30-day notice to cancel

5. Long Painting Company, 2553 NW St. Helens Rd, Portland OR
   Parcel E-1, 1,500 SF; month to month; $90/mo; 30-day notice to cancel;

6. Kuney Construction, 8634 N Crawford, Portland OR
   Parcel E-1, 4,000 SF and Parcel F, 7,000 SF; month to month; $600/mo; 30-day notice to cancel.

JORDAN SCHRADER
ATTORNEYS AT LAW

September 27, 2004

Transloader International Corporation
Transversol International
8888 NW St. Helens Rd
Portland OR 97231

Re: **Former Lease of Premises at 8444 NW ST. Helens Rd**
Our File No. 43462-32933

Gentlemen:

We are attorneys for Advanced American Properties, LLC, which has entered into a Purchase and Sale Agreement with Marine Finance Corporation and WB Oregon, Inc. related to the property located at 8444 NW St. Helens Road.

We understand that your companies leased portions of the property from Marine Finance but that your leases have terminated without exercise of any extension term as may have been provided for in such leases.

The purchase of the property is scheduled to close on or about November 1, 2004, and we understand you will no longer be leasing any space as of such closing and that your companies will have completely vacated the property prior to the closing.

If our understanding is in error, please contact me immediately.

Sincerely,

JORDAN SCHRADER PC

Edward H. Trompke

cc: Advanced American Construction Properties, LLC

EDWARD H. TROMPKE

Admitted In:
Oregon

Direct Dial
(503) 598-5532

E-mail
ed.trompke@jordanschrader.com

2004 100 BEST COMPANIES TO WORK FOR

(1)

COMMERCIAL PROPERTY LEASE

The State of Oregon County of Multnomah

This lease is made between Marine Finance Corporation, of 8444A NW St Helens Rd, Portland, Oregon, herein referred to as lessor, and, Transversal International Corporation, of 120 N Main Street, Suite 300, Banks, Oregon, herein referred to as lessee.

Lessor hereby leases to lessee and lessee hereby hires the space presently known as:

8444B NW St Helens Rd
on the site located at 8444B NW St Helens Rd, Portland, Oregon, referred to below as the site, the same constituting 15,000 square feet, MOL.

The space is leased for a term of one month, to commence on July 23rd, 1999 and to continue from month to month thereafter until canceled upon 30 days prior notice by either party.

The monthly rental shall be $ 800.00 (eight hundred & no/100 Dollars)beginning with first and last month's rent. Lessee shall in addition pay such applicable sales/use taxes as may be levied from time to time by competent authority in addition to the base rental.

Lessee shall pay rent, and any additional rental as provided below, to lessor at lessor's above stated address, or at such other place as lessor may designate in writing, without demand, and without counterclaim, deduction or setoff.

Lessee shall use and occupy the premises as Office Trailer Site and for no other purpose. Lessor represents that the premises may be lawfully used for such purpose. Paved parking is provided with site.

Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, and municipal government of any of their departments. All improvements made by lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation.

Not later than the last day of the term lessee shall, at lessee's expense, remove all of lessee's personal property and those improvements made by lessee which have not become the property of the lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors, servants or licensees, excepted. All property of the lessee remaining on the property after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by lessor, and lessee shall reimburse lessor for the cost of such removal. Lessor may have any such property stored at lessee's risk and expense.

Lessee shall not, without first obtaining the written consent of the lessor, make any alterations, additions or improvements in, to or

about the premises.

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere on or near the site.

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

Lessee shall not, without obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Lessee shall observe and comply with such reasonable rules and regulations as may be established from time to time by lessor.

If the site is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by lessor, will equal or exceed 60% of the repair value of the site, just prior to the occurrence of the damage, then lessor may, no later than the seventh day following the damage, give lessee a notice of election to terminate the lease. In the event of such election this lease shall be deemed to terminate as of the date of the damage or destruction, and lessee shall surrender the premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally.

If the premises or any part of the premises, or any part of the site materially affecting lessee's use of the premises, be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date and any rent paid for any period beyond such date shall be repaid to lessee.

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Lessee agrees to execute such estoppel letters or other documents required to confirm the same.

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of an emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the site, as lessor deems necessary or desirable.

Lessor agrees to furnish electricity for usual office requirements; however, lessee shall not use any electrical equipment which in lessor's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by lessor.

The Lessee shall at all times maintain public liability insurance with a minimum $ 1,000,000 CGL naming lessor as an additional insured. Lessee shall provide proof of this coverage to the lessor.

This document represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Dated: 7-20-1999

Marine Finance Corporation

Transversal International Corporation

(2)

May Rent
700.00
Received

REH, INC.
4126 N. Court Avenue
Portland, Oregon 97217
(503) 281-6799

April 8, 1996

(b) (6)

Portland, Oregon 97229

RE: month to month tenancy at 8444 NW St Helens Road

Dear (b) (6)

This letter confirms our discussions regarding your tenancy. I am in receipt of your letter of April 4, 1996 and agree generally with the terms of your letter. Please accept this letter as a Rental Agreement. Any terms contained in your letter not consistent with the terms of this Rental Agreement shall not apply.

RENTAL AGREEMENT

REH, Inc.,(Lessor) agrees to lease to (b) (6) (Lessee) the North Half of the North Quonset Hut located at 8444 NW St. Helens Road Portland, Oregon, subject to the following terms and conditions:

1. Tenancy shall be month to month commencing May 1, 1996; subject to a 30 day written notice of termination.

2. Rental shall be $700 per month payable on the first day of each month, with 5 day grace period. Lessor does not intend to raise rents for one year.

R.U.A. in the amount of $50. per month flat fee, As Agreed by Clyde's Iron and Lessee.

3. Lessee shall be responsible for utilities which shall be coordinated with the tenant occupying the South Half of the Leased Premises (Clyde's Iron).

4. Lessee shall not store, use, dispose hazardous materials on the premises or in connection with the tenancy whatsoever. Lessee shall defend, indemnify and hold Lessor harmless from and against any liability whatsoever arising from Lessee's use or occupancy of the Premises. Lessor agrees to defend, indemnify and hold Lessee harmless from any pre-existing contamination of the property, pre-dating this tenancy.

5. Lessee intends to use the premises for the creation of stone and metal sculpture and for no other purpose.

6. Lessee shall leave the premises, upon termination of the tenancy in an equivalent or better condition than upon inception of the tenancy.

You have our permission to enter the premises prior to May 1, 1996 to clean the premises as per your letter.

REH, Inc.

by Russell House, attorney

COPY RECEIVED TERMS AGREED:

(b) (6) [redacted]

AAC001676

JORDAN SCHRADER
ATTORNEYS AT LAW

September 27, 2004

Transloader International Corporation
Transversol International
8888 NW St. Helens Rd
Portland OR 97231

Re: **Former Lease of Premises at 8444 NW ST. Helens Rd**
Our File No. 43462-32933

Gentlemen:

We are attorneys for Advanced American Properties, LLC, which has entered into a Purchase and Sale Agreement with Marine Finance Corporation and WB Oregon, Inc. related to the property located at 8444 NW St. Helens Road.

We understand that your companies leased portions of the property from Marine Finance but that your leases have terminated without exercise of any extension term as may have been provided for in such leases.

The purchase of the property is scheduled to close on or about November 1, 2004, and we understand you will no longer be leasing any space as of such closing and that your companies will have completely vacated the property prior to the closing.

If our understanding is in error, please contact me immediately.

Sincerely,

JORDAN SCHRADER PC

Edward H. Trompke

cc: Advanced American Construction Properties, LLC

EDWARD H. TROMPKE

Admitted In:
Oregon

Direct Dial
(503) 598-5532

E-mail
ed.trompke@jordanschrader.com

PROUD TO BE
OREGONIAN
100 BEST
COMPANIES TO WORK FOR

COMMERCIAL PROPERTY LEASE

State of Oregon, County of Multnomah

(3)

This lease ("Lease") is made between Marine Finance Corporation ("Lessor"), of 8444-A NW St. Helens Road, Portland, Oregon 97231, and Transloader International Company, L.L.C. ("Lessee"), of 8888 NW St. Helens Road, Portland, Oregon 97231.

PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the building located at 8444 NW St. Helens Road, Portland, Oregon 97231, and described as: Warehouse (refereed to below as the "Premises"), the same constituting approximately 8,000 square feet.

LEASE TERM

The space is leased for a term of five (5) years, to commence on September 16, 1999 and to expire on September 30, 2004. Lessee is given the option to extend the term of the lease of the Premises for one (1) additional year after the conclusion of the initial term of this lease on the same terms and conditions, but only if Lessee notifies Lessor in writing of its exercise of the option to extend the term of the lease not later than six (6) months prior to the expiration of the initial term of this lease.

RENTAL

A. The monthly rental for the first year of the Lease, September 16, 1999 through September 30, 2000, shall be SEVENTEEN HUNDRED DOLLARS ($1,700) less such deductions for capital improvements as are described in Subsection C., below.

B. The rental amount shall increase annually by three percent (3%) for each subsequent year of the Lease. Accordingly, the monthly rental for the lease year commencing October 1, 2000 shall be SEVENTEEN HUNDRED FIFTY ONE DOLLARS ($1,751.00). The monthly rental for the lease year commencing October 1, 2001 shall be EIGHTEEN HUNDRED FOUR DOLLARS ($1,804.00). The monthly rental for the lease year commencing October 1, 2002 shall be EIGHTEEN HUNDRED FIFTY EIGHT DOLLARS ($1,858.00). The monthly rental for the lease year commencing October 1, 2003 shall be NINETEEN HUNDRED FOURTEEN DOLLARS ($1,914.00). Should Lessee exercise the option to renew outlined in Section 3 above, the monthly rental for the lease year commencing October 1, 2004 shall be NINETEEN HUNDRED SEVENTY ONE DOLLARS ($1,971.00).

C. Lessee shall have the right to deduct up to 50% of the lease rental each month to reimburse Lessee for documented capital improvements to the Premises, such capital improvements being subject to prior approval of Lessor and being reimbursed at a rate of exactly 20% of actual cost; should capital improvements exceed 50% of the lease rental in any given month, Lessee shall deduct such capital improvement costs at a rate of 50% of the lease rental per month until all capital improvement costs have been reimbursed.

D. Unless rental payment is otherwise excused elsewhere in this lease, all rental payments shall be due and payable in advance on the first day of each and every month of the lease term. All rental payments shall be made to Lessor at 8444-A NW St. Helens Road, Portland, Oregon 97231, or elsewhere as Lessor may, in writing, from time-to-time direct.

TERMS & CONDITIONS

Lessee shall use and occupy the premises for Warehousing, Transshipment and Wine Storage, and for such other legal purposes as do not conflict with Lessor's quiet use and enjoyment of his property not the Premises. Lessor represents that the premises may be lawfully used for such purpose.

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, and shall conform to all laws, orders and regulations of the federal, state and municipal government or any of their departments. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.

Not later than the last day of the Lease Term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the personal property of the Lessor, including trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and, surrender the Premises in as good a condition as they were at the beginning of the Lease Term, reasonable wear and damage by fire, the elements, casualty or other cause not due to the misuse or neglect of the Lessee or Lessee's agents, servants, visitors, or licensees excepted. All property of the Lessee remaining on the Premises thirty (30) days after the last day of the Lease Term shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

Lessee shall advise Lessor prior to making any alterations, additions or improvements in, to or about the Premises.

Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance on the Premises.

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become deserted.

Lessee shall not, without written notice to the Lessor, assign, mortgage, pledge or encumber this Lease, in whole or in part, pr sublet the Premises or any part of the Premises.

Lessee shall observe and comply with such reasonable rules and regulations as may be established from time to time by Lessor, providing such reasonable rules and regulations do not directly, materially or substantially impede or infringe upon the legitimate business of Lessee.

If the Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed 60% of the replacement value of the Premises just prior to the occurrence of the damage, then Lessor may, no later than the seventh day following the damage, give Lessee a notice of election to terminate the lease. In the event of such election this Lease shall be deemed to terminate as of the date of the damage or destruction, and Lessee shall surrender the Premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally.

If the Premises or any part of the Premises materially affecting Lessee's use of the Premises is taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any and any pre-paid rent shall be refunded proportionally.

This Lease shall be subject and subordinate to all underlying leases and mortgages which may now or hereafter affect such leases or real property of which the Premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Lessee agrees to execute such estoppel letters or other documents as required to confirm the same.

Except as may be necessary for Lessee to protect its licenses to warehouse wine and food products under state and federal regulation, upon 24 hours written notice to Lessee, Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in

case of an emergency) for the purposes of inspection or the making of repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable.

Lessor shall make all repairs necessary to assure Lessee's continued quiet use and enjoyment of the Premises during the Lease Term, except where the repair has been made necessary by misuse or neglect of the Premises by Lessee or Lessee's agents, servants, visitors, or licensees, to the structural items defined as the roof, walls, and fixtures within the walls and/or otherwise installed in the Premises. Lessee may use, apply or retain all or any portion of monthly rental for the payment of any repairs made necessary by Lessor's misuse or neglect of the structural items defined as the roof, walls, and fixtures within the walls and/or otherwise installed in the Premises, or for charge in default by Lessor or for the payment of any other sum to which Lessee may become obligated by reason of Lessor's default, or to compensate Lessee for any loss or damage which Lessee may suffer thereby. If Lessee so uses or applies all or any portion of said rental, Lessee shall by the due date of said rental provide to Lessor an accounting of the rental monies so retained and the reason for such rental abatement. If Lessor corrects the defaults or deficiencies which required such abatement, said rental or so much thereof as has not theretofore been applied by Lessee, shall be remitted without payment of interest or other increment for its use, to Lessor within fifteen (15) days after written notice of such correction has been provided to Lessee.

Lessor agrees to furnish electricity for usual warehouse requirements; however, Lessee shall not use any electrical equipment which in Lessor's reasonable opinion will overload the wiring installations or interfere with the equipment reasonable use of such installations by Lessor.

Lessee shall at all times maintain public liability insurance with a minimum $1,000,000 CGL. Lessee shall provide proof of this coverage to Lessor.

This document represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Signed this 14th day of September, 1999,

Marine Finance Corporation

_____

By: _____

Transloader International Company, L.L.C.

_____
D.N. Nicholson, Organizing Member

Transloader International Company, L.L.C.

_____
Marie L. Nicholson, Organizing Member

(4)

COMMERCIAL PROPERTY LEASE

The State of Oregon County of Multnomah

This lease is made between Marine Finance Corporation, of 8444-C NW St Helens Road, Portland, Oregon, herein referred to as lessor, and, Long Painting Company, of 2663 NW St Helens Road, Portland, Oregon, herein referred to as lessee.

Lessor hereby leases to lessee and lessee hereby hires the space presently known as: Parcel B (1/2)

8444 NW St Helens Road
on the property located at 8444 NW St Helens Road, Portland, Oregon, referred to below as the premises, the same constituting 8500 square fee, MOL.

The space is leased for a term of one month, to commence on June 10th, 2003 and to continue from month to month thereafter until canceled upon 30 days prior notice by either party.

The monthly rental shall be $ 680.00 (six hundred eighty & no/100 Dollars).

Lessee shall pay rent, and any additional rental as provided below, to lessor at lessor's above stated address, or at such other place as lessor may designate in writing, without demand, and without counterclaim, deduction or setoff.

Lessee shall use and occupy the premises as Storage and Staging for work on St Johns Bridge and for no other purpose. Lessor represents that the premises may be lawfully used for such purpose.

Lessee shall not bring to, store, or cause to be stored upon the premises any materials deemed by appropriate authority to be polluting or hazardous other than those neccessary to the above described use of the premises. Lessee shall make all required or needed preparations avoid the loosing of pollutants and/or hazardous materials upon the premises or surrounding areas. Lessee shall be directly responsible to appropriate authority, ie; DEQ, EPA, and/or the Fire Marshall for any hazardous materials or pollutants loosed upon the premises and/or surrounding areas. Lessee shall be responsible for any and all remediation of the premises and/or surrounding areas that may be made neccessary by the actions, in good faith or otherwise, of the lessee and/or Lessee's employees or agents, servants, visitors, or licensees. Lessee will take soil samples prior to occupancy and provide copies of report to lessor.

Lessee shall commit no act of waste and shall take good care of the premises, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, and municipal government of any of their departments. All improvements made by lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation.

Not later than the last day of the term lessee shall, at lessee's expense, remove all of lessee's personal property and those improvements made by lessee which have not become the property of the lessor, including trade fixtures, cabinet work, movable paneling, partitions and

the like; repair all injury done by or in connection with the installation or removal of the property and improvements; surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors, servants or licensees, excepted. All property of the lessee remaining on the property after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by lessor, and lessee shall reimburse lessor for the cost of such removal. Lessor may have any such property stored at lessee's risk and expense.

Lessee shall not, without first obtaining the written consent of the lessor, make any alterations, additions or improvements in, to or about the premises.

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises.

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

Lessee shall not, without obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Lessee shall observe and comply with such reasonable rules and regulations as may be established from time to time by lessor.

If the premises or any part of the premises materially affecting lessee's use of the premises, be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date and any rent paid for any period beyond such date shall be repaid to lessee.

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Lessee agrees to execute such estoppel letters or other documents required to confirm the same.

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of an emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises, as lessor deems necessary or desirable.

Lessor shall make repairs, except where the repair has been made necessary by misuse or neglect by lessee or lessee. All other repairs shall be the sole responsibility of the lessee.

The Lessee shall at all times maintain public liability insurance with a minimum $ 1,000,000 commercial general liability naming Marine Finance Corporation as also insured. Lessee shall provide proof of this coverage to the lessor.

This document represents the entire agreement of the parties and

there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Dated: 6/20/03

Marine Finance Corporation

Long Painting Company 6/20/03

(5)

COMMERCIAL PROPERTY LEASE

The State of Oregon County of Multnomah

This lease is made between Marine Finance Corporation, of 8444-C NW St Helens Road, Portland, OR, herein referred to as lessor, and, Long Painting Company, of 2663 NW St Helens Road, Portland, OR, herein referred to as lessee.

Lessor hereby leases to lessee and lessee hereby hires the space presently known as:

Parcel E-1, 8444 NW St Helens Road
on the property located at 8444 NW St Helens Road, Portland, OR, referred to below as the premises, the same constituting 1500 square fee, MOL.

The space is leased for a term of one month, to commence on June 10th, 2003 and to continue from month to month thereafter until canceled upon 30 days prior notice by either party.

The monthly rental shall be $ 90.00 (ninety & no/100 Dollars).

Lessee shall pay rent, and any additional rental as provided below, to lessor at lessor's above stated address, or at such other place as lessor may designate in writing, without demand, and without counterclaim, deduction or setoff.

Lessee shall use and occupy the premises as vehicle parking and for no other purpose. Lessor represents that the premises may be lawfully used for such purpose.

Lessee shall not bring to, store, or cause to be stored upon the premises any materials deemed by appropriate authority to be polluting or hazardous. Lessee shall be directly responsible to appropriate authority, ie; DEQ, EPA, and/or the Fire Marshall for any hazardous materials loosed upon the premises and/or surrounding areas. Lessee shall be responsible for any and all remediation of the premises and/or surrounding areas that may be made neccessary by the actions, in good faith or otherwise, of the lessee and/or lessee's employees or agents, servants, visitors, or licensees. Lessee will take soil samples prior to occupancy and provide copies of report to lessor.

Lessee shall commit no act of waste and shall take good care of the premises, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, and municipal government of any of their departments. All improvements made by lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation.

Not later than the last day of the term lessee shall, at lessee's

expense, remove all of lessee's personal property and those improvements made by lessee which have not become the property of the lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors, servants or licensees, excepted. All property of the lessee remaining on the property after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by lessor, and lessee shall reimburse lessor for the cost of such removal. Lessor may have any such property stored at lessee's risk and expense.

Lessee shall not, without first obtaining the written consent of the lessor, make any alterations, additions or improvements in, to or about the premises.

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere on or near the premises.

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

Lessee shall not, without obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Lessee shall observe and comply with such reasonable rules and regulations as may be established from time to time by lessor.

If the premises or any part of the premises materially affecting lessee's use of the premises, be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date and any rent paid for any period beyond such date shall be repaid to lessee.

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Lessee agrees to execute such estoppel letters or other documents required to confirm the same.

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of an emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises, as lessor deems necessary or desirable.

Lessor shall make all necessary repairs to the premises, except where the repair has been made necessary by misuse or neglect by lessee

or lessee's agents, servants, visitors or licensors.

The Lessee shall at all times maintain public liability insurance with a minimum $ 1,000,000 commercial general liability. Lessee shall provide proof of this coverage to the lessor.

This document represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Dated: 6/20/03

Marine Finance Corporation

Long Painting Company 6/20/03

AAC001686

(6)

COMMERCIAL PROPERTY LEASE

The State of Oregon County of Multnomah

This lease is made between Marine Finance Corporation, of 8444-C NW St Helens Road, Portland, Oregon, herein referred to as lessor, and, Kuney Construction, of 8634 N. Crawford, Portland, Oregon, herein referred to as lessee.

Lessor hereby leases to lessee and lessee hereby hires the space presently known as:

8444 NW St Helens Road
in the area located at 8444 NW St Helens Road, Portland, Oregon, referred to below as Parcel E-1, the same constituting 4000 square feet, MOL and Parcel F, the same constituting 7000 square feet, MOL.

The space is leased for a term of one month, to commence on 4/1/04 and to continue from month to month thereafter until canceled upon 30 days prior notice by either party.

The monthly rental shall be $ 600.00 (six hundred & no/100 Dollars). Lessee shall in addition pay such applicable sales/use taxes as may be levied from time to time by competent authority in addition to the base rental.

Lessee shall pay rent, and any additional rental as provided below, to lessor at lessor's above stated address, or at such other place as lessor may designate in writing, without demand, and without counterclaim, deduction or setoff.

Lessee shall use and occupy the premises as Parking for semi trailers and concrete materials storage and for no other purpose. Lessor represents that the premises may be lawfully used for such purpose.

Lessee shall commit no act of waste and shall take good care of the premises, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state, and municipal government of any of their departments. All improvements made by lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation. Lessee shall not bring to or cause to be stored upon the premises any substances known to the EPA and/or the DEQ to be hazardous, toxic, or polluting. Any such aformentioned substances shall be cause for the cancellation of this contract and Lessee shall be responsible for all remediation made necessary by such storage.

Not later than the last day of the term lessee shall, at lessee's expense, remove all of lessee's personal property and those improvements made by lessee which have not become the property of the lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors, servants or licensees, excepted. All property of the lessee remaining on the property after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by

lessor, and lessee shall reimburse lessor for the cost of such removal. Lessor may have any such property stored at lessee's risk and expense.

Lessee shall not, without first obtaining the written consent of the lessor, make any alterations, additions or improvements in, to or about the premises.

Lessee shall not do or suffer anything to be done on the premises which will cause an increase in the rate of fire insurance on the property.

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises.

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

Lessee shall not, without obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Lessee shall observe and comply with such reasonable rules and regulations as may be established from time to time by lessor.

If the premises or any part of the premises, materially affecting lessee's use of the premises, be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date and any rent paid for any period beyond such date shall be repaid to lessee.

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Lessee agrees to execute such estoppel letters or other documents required to confirm the same.

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of an emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises, as lessor deems necessary or desirable.

Lessee shall, during lessee's tenancy, assure that existing right of way and access to adjoining parcels be kept clear and passable by lessor and other tenants.

The Lessee shall at all times maintain commercial general liability insurance with a minimum $ 1,000,000 liability naming Marine Finance Corporation as also insured. Lessee shall provide proof of this coverage to the lessor.

This document represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

Dated: 4/1/04

Marine Finance Corporation

STEPHEN L. ANDREWS

Kuney Construction

DiWayne Harrington

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

June 7, 2004

Mr. Edward Trompke
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Mr. Trompke:

Pursuant to the real estate agreement, I am notifying you that I have some notices regarding the property from the state office of DEQ. You are free to review my files. In addition, I am forwarding copies of all leases on the property.

The property was managed for some time by Rick Taylor, who no longer manages the property. I am forwarding a letter requesting that he make his files available, but I do not know whether he has retained those files.

As I advised, I do not know if ten feet will be sufficient for the City Water Bureau facility, but I will ask the City to advise. In the meantime, I am enclosing a copy of the description which I believe corresponds to the land occupied by the pump station.

Marine Finance Corporation had a survey performed of the waterway adjacent to the property. I enclose a copy of the legal description (I also have oversized maps, but will need to arrange to have those duplicated). As I indicated, our surveyor believes that most of the land we are leasing was land not submerged at the relevant time, and we may be renting land we do not need to rent. In the meantime, I will notify the state that we anticipate closing within 90 days and that we are going to let you negotiate with them directly the terms of a new lease. We are currently on a month-to-month lease.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

C:\Work\MFC - CCI\Correspondence\Ltr to Ed Trompke 6-07-04.wpd
GTC:kcs
cc: Dick Shafer

Enc.

EXISTING LEASES

1. Transversal International Corporation, 120 N Main Ste 300, Banks OR
   8444B; 15,000 SF; month to month $800/month; 30-day notice to cancel;

2. (b) (6) [redacted] Portland OR
   N ½ of N.; Quonset Hut, _____; SF, month to month; $700/mo + $50 utilities, 30-day notice to cancel;

3. Transloader International Corporation, 8888 NW St. Helens Rd, Portland OR
   Warehouse Bldg. at 8444; 8,000 SF; 5-year term expires 9/30/04; 1-year option to end if written notice at least 6 month (by 4/30/04); $1,914 current rent; $1971 during option period;

4. Long Painting Company, 2663 NW St. Helens Rd, Portland OR
   Parcel B (1/2); 8,500 SF; month to month; $680/mo; 30-day notice to cancel

5. Long Painting Company, 2553 NW St. Helens Rd, Portland OR
   Parcel E-1, 1,500 SF; month to month; $90/mo; 30-day notice to cancel;

6. Kuney Construction, 8634 N Crawford, Portland OR
   Parcel E-1, 4,000 SF and Parcel F, 7,000 SF; month to month; $600/mo; 30-day notice to cancel.

Carol Keddy

From: Ed Trompke
Sent: Monday, April 19, 2004 11:54 AM
To: 'Dee Burch'
Cc: Carol Keddy
Subject: FW: Exhibits to PSA (Marine / AAC)

untitled.pdf (808 KB)

Exhibits:

-----Original Message-----
From: Marilyn Wall [mailto:mmw@wallwallpc.com]
Sent: Monday, April 19, 2004 10:59 AM
To: Edward H. Trompke (E-mail)
Cc: Gordon Carey (E-mail)
Subject: Exhibits to PSA (Marine / AAC)

Attached:

Preliminary Title Report from Oregon Title dated July 2002; and list of tenants and current rent paid.

-----Original Message-----
From: mmw@wallwallpc.com [mailto:mmw@wallwallpc.com]
Sent: Monday, April 19, 2004 10:59 AM
To: mmw@wallwallpc.com
Subject: untitled

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Wall & Wall, P.C.
500 NE Multnomah, Suite 700
Portland, OR 97232
(503) 238-0333
Fax (503) 231-2507

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (http://www.grisoft.com).
Version: 6.0.659 / Virus Database: 423 - Release Date: 4/15/2004

TENANTS	AMOUNT of RENT	
Black Cat Studios (b) (6) 19003 NW Columbia Street Portland, Oregon 97231 (b) (6) fax cell	$ 1,050.00	$700 - $50 - utilities
Hendren Tow 8444 NW St. Helens Road Portland, Oregon 97231 Lee Hendren 503 285-5679	$ 2,500.00	?
✓ TIC (office trailer) Transversal International 8888 NW St. Helens Road Portland, Oregon 97231 D. N. Nicholson J. P. (Missy) Thompson 503 247-3619 fax	$ 825.00	$800 -
✓ TLC (warehouse) Transloader International Corp. 8888 NW St. Helens Road Portland, Oregon 97231 D. N. Nicholson J. P. (Missy) Thompson 503 247-3619 fax	$1,858.00	$1914 ?
✓ Long Painting Company 2663 NW St. Helens Road Portland OR 97210 (503) 226 - 6575 Doug (Job Shack) (503) 286 - 6177	$ 680.00 ✓ $ 90.00 ✓ 770.00	

Business Registry Business Name Search

09-21-2004
12:57

New Search

Business Entity Data

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
015238-28	FBC	ACT	WASHINGTON	06-19-1978		
Entity Name	LONG PAINTING COMPANY					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	21414 68TH AVE SOUTH					
Addr 2						
CSZ	KENT	WA	98032		**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT	**Start Date**		**Resign Date**	
Of Record	003292-27	C T CORPORATION SYSTEM				
Addr 1	388 STATE ST STE 420					
Addr 2						
CSZ	SALEM	OR	97301	3581	**Country**	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS				
Addr 1	21414 68TH AVE SOUTH					
Addr 2						
CSZ	KENT	WA	98032		**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				
Name	MICHAEL	V	CASSIDY			
Addr 1	21414 68TH AVE SOUTH					
Addr 2						
CSZ	KENT	WA	98032		**Country**	UNITED STATES OF AMERICA

Type	SEC	SECRETARY				
Name	DENICA	M	ATWOOD			
Addr 1	21414 68TH AVE SOUTH					
Addr 2						
CSZ	KENT	WA	98032		**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date

AAC001695

LONG PAINTING COMPANY | EN | CUR | 06-19-1978 |

ease read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
05-10-2004	ANNUAL REPORT PAYMENT	05-10-2004	05-07-2004	SYS		
06-02-2003	ANNUAL REPORT PAYMENT	06-02-2003		SYS		
05-24-2002	ANNUAL REPORT PAYMENT	05-24-2002		SYS		
11-21-2001	AMENDMENT TO ANNUAL REPORT	11-21-2001		FI		
06-08-2001	CHANGE OF REGISTERED AGENT/ADDRESS	06-08-2001		FI		
05-21-2001	ANNUAL REPORT PAYMENT	05-21-2001		SYS		
05-19-2000	STRAIGHT RENEWAL	05-19-2000		FI		
05-19-1999	STRAIGHT RENEWAL	05-17-1999		FI		
6-03-1998	STRAIGHT RENEWAL	05-22-1998		FI		
06-04-1998	CHANGED RENEWAL	05-22-1998		FI		
05-20-1997	STRAIGHT RENEWAL	05-14-1997		FI		
05-22-1997	CHANGED RENEWAL	05-14-1997		FI		
06-24-1996	STRAIGHT RENEWAL	06-17-1996		FI		
06-02-1995	STRAIGHT RENEWAL	06-02-1995		FI		
06-23-1994	STRAIGHT RENEWAL	06-15-1994		FI		
05-24-1993	STRAIGHT RENEWAL	05-18-1993		FI		
06-24-1992	STRAIGHT RENEWAL	06-22-1992		FI		
05-15-1991	STRAIGHT RENEWAL	05-13-1991		FI		
05-18-1990	STRAIGHT RENEWAL	05-14-1990		FI		
5-17-1989	STRAIGHT RENEWAL	05-15-1989		FI		
05-16-1988	STRAIGHT RENEWAL	05-13-1988		FI		

06-02-1987	STRAIGHT RENEWAL	05-29-1987		FI		
05-16-1986	STRAIGHT RENEWAL	05-14-1986		FI		
05-06-1985	STRAIGHT RENEWAL	05-03-1985		FI		

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Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004
13:45

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
203033-27	FBC	ACT	WASHINGTON	09-06-1984		
Entity Name	MAX J. KUNEY COMPANY					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	N 120 RALPH ST					
Addr 2	PO BOX 4008					
CSZ	SPOKANE	WA	99202	0008	**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT	**Start Date**	06-29-2001	**Resign Date**	
Of Record	003292-27	C T CORPORATION SYSTEM				
Addr 1	388 STATE ST STE 420					
Addr 2						
CSZ	SALEM	OR	97301		**Country**	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS				
Addr 1	N 120 RALPH ST					
Addr 2	PO BOX 4008					
CSZ	SPOKANE	WA	99202	0008	**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				
Name	MAX	J	KUNEY	III		
Addr 1	N 120 RALPH ST					
Addr 2						
CSZ	SPOKANE	WA	99202		**Country**	UNITED STATES OF AMERICA

Type	SEC	SECRETARY				
Name	ROBERT	A	HANEY			
Addr 1	N 120 RALPH ST					
Addr 2						
CSZ	SPOKANE	WA	99202		**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name	Name	Start Date	End Date

AAC001698

	Type	Status		
MAX J. KUNEY COMPANY	EN	CUR	09-06-1984	

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
07-26-2004	ANNUAL REPORT PAYMENT	07-26-2004	07-23-2004	SYS		
08-08-2003	ANNUAL REPORT PAYMENT	08-08-2003	08-07-2003	SYS		
08-16-2002	ANNUAL REPORT PAYMENT	08-16-2002		SYS		
08-14-2001	ANNUAL REPORT PAYMENT	08-14-2001		SYS		
06-29-2001	CHANGE OF REGISTERED AGENT/ADDRESS	06-29-2001		FI	Agent	
08-29-2000	STRAIGHT RENEWAL	08-29-2000		FI		
09-10-1999	NOTICE	09-13-1999		SYS		
09-15-1999	STRAIGHT RENEWAL	09-09-1999		FI		
08-10-1998	STRAIGHT RENEWAL	07-31-1998		FI		
08-11-1997	STRAIGHT RENEWAL	08-04-1997		FI		
08-19-1996	STRAIGHT RENEWAL	08-19-1996		FI		
08-14-1995	STRAIGHT RENEWAL	08-14-1995		FI		
08-30-1994	AMENDED RENEWAL	08-29-1994		FI		
08-30-1994	AGENT/AUTH REP CHNG	08-29-1994		FI		
09-15-1994	AGENT/AUTH REP CHNG	08-29-1994		EX		
08-09-1993	STRAIGHT RENEWAL	08-04-1993		FI		
08-10-1992	STRAIGHT RENEWAL	08-07-1992		FI		
08-22-1991	STRAIGHT RENEWAL	08-19-1991		FI		
07-31-1990	STRAIGHT RENEWAL	07-26-1990		FI		
08-11-1989	STRAIGHT RENEWAL	08-09-1989		FI		
08-01-1988	STRAIGHT RENEWAL	07-29-1988		FI		

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08-28-1987	STRAIGHT RENEWAL	08-26-1987		FI		
08-05-1986	STRAIGHT RENEWAL	07-30-1986		FI		
09-11-1985	STRAIGHT RENEWAL	09-05-1985		FI		
09-11-1985	NEW FILING	09-06-1984		FI		

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Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004 12:17

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
386295-80	ABN	ACT		02-17-1994		
Entity Name	BLACK CAT STUDIOS					
Foreign Name						
Affidavit?	N					

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	19003 NW COLUMBIA ST					
Addr 2						
CSZ	PORTLAND	OR	97231	0000	**Country**	UNITED STATES OF AMERICA

The Authorized Representative address is the mailing address for this business.

Type	REP	AUTHORIZED REPRESENTATIVE		**Start Date**	02-17-1994	**Resign Date**
Name	DEVIN	L	FIELD			
Addr 1	19003 NW COLUMBIA ST					
Addr 2						
CSZ	PORTLAND	OR	97231	1909	**Country**	UNITED STATES OF AMERICA

Type	REG	REGISTRANT				
Name	DEVIN	L	FIELD			
Addr 1	19003 NW COLUMBIA ST					
Addr 2						
CSZ	PORTLAND	OR	97231	1909	**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
BLACK CAT STUDIOS	EN	CUR	02-17-1994	

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
01-22-						

AAC001701

2004	RENEWAL PAYMENT	01-22-2004		SYS		
01-09-2002	RENEWAL PAYMENT	01-09-2002		SYS		
02-07-2000	CHANGED RENEWAL	02-07-2000		FI		
02-03-2000	STRAIGHT RENEWAL	02-03-2000		FI		
01-26-1998	STRAIGHT RENEWAL	01-09-1998		FI		
01-26-1996	STRAIGHT RENEWAL	01-11-1996		FI		
02-17-1994	NEW FILING	02-17-1994		FI		

New Search	Counties	
	Counties Filed	
	Multnomah	
	Counties Not Filed (but not necessarily available)	
	Baker, Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Malheur, Marion, Morrow, Polk, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, Yamhill	

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Business Registry Business Name Search

New Search

Business Entity Data

09-21-2004 14:17

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
090424-17	DBC	ACT	OREGON	08-05-1970		
Entity Name	HENDREN TOW-BOAT CO. INC.					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	12751 NW SPRINGVILLE RD					
Addr 2						
CSZ	PORTLAND	OR	97229	**Country**	UNITED STATES OF AMERICA	

Type	AGT	REGISTERED AGENT		**Start Date**		**Resign Date**		
Name	FLOYD	G	HENDREN					
Addr 1	12751 N.W. SPRINGVILLE RD.							
Addr 2								
CSZ	PORTLAND	OR	97229	**Country**	UNITED STATES OF AMERICA			

Type	PRE	PRESIDENT						
Name	FLOYD	G	HENDREN	JR				
Addr 1	12751 NW SPRINGVILLE RD							
Addr 2								
CSZ	PORTLAND	OR	97229	**Country**	UNITED STATES OF AMERICA			

Type	SEC	SECRETARY						
Name	MARY	A	HENDREN					
Addr 1	12751 NW SPRINGVILLE RD							
Addr 2								
CSZ	PORTLAND	OR	97229	**Country**	UNITED STATES OF AMERICA			

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
HENDREN TOW-BOAT CO. INC.	EN	CUR	08-05-1970	

Please read before ordering Copies.

New Search

Summary History

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Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
06-30-2004	ANNUAL REPORT PAYMENT	06-30-2004		SYS		
07-01-2003	ANNUAL REPORT PAYMENT	07-01-2003		SYS		
06-24-2002	ANNUAL REPORT PAYMENT	06-24-2002		SYS		
06-22-2001	ANNUAL REPORT PAYMENT	06-22-2001		SYS		
08-23-2000	STRAIGHT RENEWAL	08-23-2000		FI		
07-06-1999	STRAIGHT RENEWAL	06-25-1999		FI		
07-07-1998	STRAIGHT RENEWAL	06-23-1998		FI		
07-09-1997	STRAIGHT RENEWAL	06-23-1997		FI		
07-15-1996	STRAIGHT RENEWAL	07-08-1996		FI		
07-13-1995	STRAIGHT RENEWAL	07-13-1995		FI		
07-11-1994	STRAIGHT RENEWAL	06-27-1994		FI		
06-30-1993	STRAIGHT RENEWAL	06-22-1993		FI		
06-25-1992	STRAIGHT RENEWAL	06-22-1992		FI		
07-17-1991	STRAIGHT RENEWAL	07-15-1991		FI		
07-03-1990	STRAIGHT RENEWAL	06-27-1990		FI		
07-05-1989	STRAIGHT RENEWAL	06-26-1989		FI		
06-29-1988	STRAIGHT RENEWAL	06-27-1988		FI		
07-07-1987	STRAIGHT RENEWAL	07-02-1987		FI		
08-15-1986	NOTICE	08-19-1986		SYS		
09-04-1986	AMENDED RENEWAL	07-03-1986		FI		
06-11-1985	STRAIGHT RENEWAL	06-10-1985		FI		

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Notice to
Tenants to
Vacate

AAC001705

New Leases

State DSL
Leases

AAC001707

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Scott A. Burgess
General Manager
Email: scottb@aadiving.com

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Post Office Box 1630
Oregon City, OR 97045

Phone: 503 650-8207 • Fax: 503 650-82
Website: www.aadiving.com

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lands
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Vancouver, WA 98687

STATE OF OREGON
DEPARTMENT OF STATE LANDS
SUBMERGED AND SUBMERSIBLE LAND LEASE

33376-ML

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:
Advanced American Construction Properties, LLC

ADDRESS:
PO Box1630
Oregon City, OR 97045

Legal classification of Lessee is a Limited Liability Company,

Lands situated in Multnomah County more fully described as follows:

All state owned submerged or submersible lands in the Willamette River in Section 11, Township 1 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point on the intersection of the line defined as the Southeasterly line of Tax Lot 100 (Multnomah County Assessor Map Number 1N 1W 11 DA, City of Portland) and that line's intersection with the Northeasterly boundary of the Burlington Northern Railroad right-of-way;

Thence proceeding North 53°32'42" East, for 404.16 feet to a point on a line in the Willamette River identified in the 1988 survey by Layne-Caswell as the "Combined Pierhead & Bulkhead Line 1960", that line being determined to be the approximate original Ordinary Low Water and boundary of the State of Oregon in the Willamette River and that point being the common starting point for the four (4) parcels described in this lease;

PARCEL 1

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 100 feet, more or less, along the1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 1;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 120 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 25 feet;

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thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 120 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 25 feet to the TRUE POINT OF BEGINNING, containing 3,000 square feet or 0.069 acres, more or less.

PARCEL 2

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 220 feet, more or less, along the1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 2;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of140 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 60 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line, South 46°37'56" East, for a distance of 140 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 60 feet to the TRUE POINT OF BEGINNING, containing 8,400 square feet or 0.193 acres, more or less.

PARCEL 3

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 557 feet, more or less, along the1960 Pierhead & Bulkhead Line to a point where the 1960 Pierhead & Bulkhead line intersects with the north boundary of the ROW for the St. John's Bridge, and that point being the TRUE POINT OF BEGINNING for Parcel 3;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 46°37'56" West, for a distance of 325 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 43°22'04" East, for a distance of 85 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 46°37'56" East for a distance of 325 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 43°22'04" West, for a distance of 85 feet to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

PARCEL 4

Commencing at the common starting point on the 1960 Pierhead & Bulkhead Line and proceeding downstream, North 46°37'56" West, for a distance of 1045.9 feet, more or less, along the1960 Pierhead & Bulkhead Line to a point and that point being the TRUE POINT OF BEGINNING for Parcel 4;

thence continuing downstream along the 1960 Pierhead & Bulkhead Line, North 37°50'38" West, for a distance of 145 feet;

thence riverward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, North 52°09'22" East, for a distance of 115 feet;

thence proceeding upstream parallel to the 1960 Pierhead & Bulkhead Line South 37°50'38" East for a distance of 145 feet;

thence shoreward along a line perpendicular to the 1960 Pierhead & Bulkhead Line, South 52°09'22" West, for a distance of 115 feet more or less to the TRUE POINT OF BEGINNING, containing 27,625 square feet or 0.634 acres, more or less.

A total of 55,700 square feet in the four parcels or 1.279 acres, more or less, hereinafter referred to as the "Property."

Total number of acres: 1.279 acres, more or less.

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM AND RENEWAL

1.1 Term: This Lease shall continue for a period of 15 years commencing on February 1, 2005, the month and date of which shall be known as the "Lease Anniversary Date," and expiring on January 31, 2020, which date shall be known as the "Lease Expiration Date."

1.2 Renewal: Lessee shall have an option to renew this Lease for an additional period of 15 years after the original and each renewal lease term provided that Lessee has submitted a completed lease renewal application form to State not less than one hundred and eighty (180) days prior to the Lease Expiration Date. Upon receipt of such application, this Lease shall be renewed by State unless:

1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes and Oregon Administrative Rules; or

1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0020(48); or

1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0010.

1.3 Except as otherwise provided in this Lease, State shall provide Lessee two (2) years advance written notice of its intent to not renew this Lease for all or any portion of the Leasehold. In the event State determines not to renew this Lease, but less than two (2) years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two (2) year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.

SECTION 2 - AUTHORIZED USES

2.1 Purpose: This Lease grants Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Marine Industrial/marine Service

SECTION 3 - RENT CALCULATION AND ADJUSTMENTS

3.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease shall be $6,695.00, based on the Riparian Land Value as provided in Section 3.1.1. Receipt of the first year's Rent is hereby acknowledged.

3.1.1 The initial annual Rent shall be calculated as follows:

Use Class	Area (square ft.)	Rate Choice	Annual Rent
Marine Industrial Marine Service	55,700 square feet	Riparian Land Value	$6,695.00
		TOTAL	$6,695.00

3.2 Annual Rent Adjustment: The Rent shall be adjusted annually in accordance with the provisions of OAR 141-082-0100 in effect at the time. Each payment shall be due on the Lease Anniversary Date established in Section 1.1.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

4.1 Modification of Leasehold Area or Use: Lessee may request that State expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such change shall occur unless authorized in writing by State.

4.1.1 This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease is not in use and does not contain any structures or improvements (an "Improvement"). If the amendment results in a reduction of Rent due under the Lease, such reduction shall become effective commencing on the Lease Anniversary Date that falls at least twelve (12) months after the later of: (a) the date of the change of area; or (b) the date of the issuance of State's written approval.

4.1.2 Requests to change an authorized use or increase the Leasehold area shall be processed and reviewed in the same manner as a new lease application.

4.1.3 Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 5.5 or 5.6 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 - RESERVATIONS AND RESTRICTIONS

5.1 Compliance: State shall have access to the Leasehold at all reasonable times for the purpose of evaluating and ensuring compliance with the terms and conditions of this Lease. State shall have the right to examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.

5.2 Reservations: State reserves:

5.2.1 All rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits with the right of ingress and egress thereto, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

5.2.2 The right to enter in and upon the Leasehold at any time for purposes of inspection or management.

5.2.3 The right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, with right of ingress and egress thereto. State shall include in any such grant of easement a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

5.2.4 All rights not expressly granted to Lessee are reserved by State.

5.3 Public Access and Recreational Use Reservation: All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation shall not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

5.4 Restriction on Use: Lessee shall:

5.4.1 Comply with all applicable local, state and federal laws and regulations affecting the Leasehold and the use thereof, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

5.4.2 Dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold; provided that, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, State shall have the right to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

5.4.3 Not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State. Lessee shall promptly report to State the cutting or removal of vegetation by other persons;

5.4.4 Conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

5.4.5 Maintain all buildings, docks, pilings, floats, gangways, similar structures, and other improvements located within the Leasehold in a good state of repair; and

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5.4.6 Not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

5.5 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

5.6 Hazardous Substances:

5.6.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions and shall take all necessary precautions to protect human health and the environment and to prevent discharge or release of any Hazardous Substance to the environment from the Leasehold.

5.6.2 Lessee shall keep and maintain accurate and complete records of the amount of all such Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any such Hazardous Substance to the environment from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

5.6.3 In the event any Hazardous Substance is released, Lessee shall promptly and fully remediate such release in accordance with State and federal regulations and requirements. If Lessee fails to so remediate, State shall have the right to remove and remediate any release of a Hazardous Substance on the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and to collect the cost of such removal or remediation from Lessee.

5.6.4 In addition to any duty to indemnify described elsewhere in this Lease, Lessee shall indemnify State against any claim or costs arising from or related to a release of a Hazardous Substance on or from the Leasehold.

SECTION 6 - REQUIREMENTS

6.1 Assignment and Sublease: Except as provided in Section 6.2, Lessee shall not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by State at least thirty (30) calendar days prior to the effective date of sublease or assignment. State shall make a good faith effort to complete its review of such applications within thirty (30) days. If the

application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications shall be extended and the proposed sublease or assignment shall be delayed pending the completion of such review. State reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest shall be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee shall remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability hereunder.

6.1.1 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) shall be deemed an assignment subject to the provisions of this Section if the result of said transfer shall be the change of management control or controlling interest of Lessee.

6.1.2 Lessee shall not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor shall require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding the provisions of Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold shall be allowed without further State approval:

6.2.1 Subleases of portions of Lessee's interest in the Leasehold area, in the ordinary course of Lessee's business for the purposes approved under this Lease as specified in Section 2.1;

6.2.2 Subleases of the entire Leasehold for a term that is less than one year for a purpose specified in Section 2.1; or

6.2.3 The transfer of ownership of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; provided that, any other transfer of ownership following the death of Lessee shall be considered an assignment requiring State's approval.

6.3 Condition of Leasehold and Improvements: Lessee has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and any such Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold, or its Improvements, if any, nor their fitness or suitability for any purpose.

6.4 Liability: Lessee agrees to defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs

and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 6.4 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

6.5 Assessments: Lessee shall pay all taxes, assessments, or both, that are levied against the Leasehold, whether or not such taxes, assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.

6.6 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 7 - MISCELLANEOUS

7.1 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and shall have no obligation with respect to Lessee's debts or other liabilities.

7.2 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

7.3 Notices: Any notice required under this Lease to be sent to Lessee by State shall be sent by certified mail and shall expressly be deemed to be delivered after the certified letter is deposited in the United States mails addressed to Lessee at the address given by Lessee in the signature block of this Lease or as shown on the most recent written notice of record with this Lease. Lessee shall provide State with a written notice of any change of address, change in corporation/partnership/ownership, or change in person(s) authorized to represent Lessee. State shall provide written acknowledgment of such Lessee written notices. Lessee's failure to receive such written acknowledgment within thirty (30) days of the date Lessee sent the original notice shall be constructive notice to Lessee that: (1) State has not properly received the notice, and (2) such attempted notice shall be of no force and effect until such time as the notice is actually received and acknowledged by State.

7.4 Liens: With the exception of mortgages or other security interests authorized by State under Section 6.1.2, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold, including land or improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any such lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days notice to do

so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether such costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

7.5 Default: The following shall be events of default:

7.5.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due hereunder within twenty (20) days of the date such payment is due. For the purposes of this subsection, if the due date for such payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, such payment shall be due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to pay such charge or payment.

7.5.2 Failure of Lessee to comply with applicable laws, Oregon administrative rules or any non-payment-related term or condition or obligation of the Lease within thirty (30) days after written notice by State specifying the nature of the deficiency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing such non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the thirty (30) day period; (2) the interests of State will not be harmed by an extension; (3) such default was not due to the willful act or gross negligence of Lessee; and (4) State and Lessee are able to mutually agree upon a written plan and timeline for curing the non-compliance.

7.5.3 Insolvency of Lessee; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Lessee consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual or entity unless within ten (10) days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6.1 of this Lease, the events of default specified in this subsection shall apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.5.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or its fiduciary duties under law, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.6 Termination of Occupancy Upon Default: State shall have the right to terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.5. State shall exercise its right to

terminate Lessee's occupancy under this Section by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the notice. State shall be entitled to recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 7.8, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State shall be entitled to recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. All Improvements located on the Leasehold shall be disposed of as provided by Section 9.3 of this Lease. If Lessee owns a floating home and has placed such home on the Leasehold pursuant to the provisions of Section 2.1 of this Lease, the lease termination provisions of ORS 90.630 shall apply to the extent the provisions of this Lease are inconsistent with such statute.

7.7 State's Right to Cure Defaults:

7.7.1 If Lessee fails to perform any obligation under this Lease, State shall have the option to perform the obligation of the Lease after thirty (30) days written notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

7.7.2 Notwithstanding the foregoing, in the event any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing damage to the Leasehold, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop such use or mitigate such damage. If the damage is due to a violation of the terms or conditions of this Lease, Lessee shall be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate such damage. State, at its option, may send notice to Lessee of such violation and, upon receipt of such notice, Lessee shall immediately cease such violation and repair or correct all damage caused by the violation. State's failure to provide any notice of a violation shall not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

7.8 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.

7.9 Weed Control: Lessee shall control noxious weeds including aquatic weeds, plant pests and diseases within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which may now or in the future have authority with regard to the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

7.10 Holdover: If Lessee does not vacate the Leasehold at the time required at expiration or upon termination of the Lease, State shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State shall have the option to unilaterally establish a new Rent for the month-to-month tenancy, with said Rent payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period upon written notice from State given not less than thirty (30) days prior to the termination date which shall be specified in the notice.

7.11 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities hereunder are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties hereunder, and such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LESSEE, BY EXECUTION OF THIS LEASE, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.

7.12 Binding on Successors: This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by State to any disposition or transfer of the Lease or any interest herein by Lessee except as otherwise expressly provided in this Lease.

7.13 Nondiscrimination: The Leasehold shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

7.14 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages shall bar later actions for damages subsequently accruing.

7.15 Remedies Cumulative: The remedies contained in this Lease shall be in addition to, and shall not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same default or breach by the other party.

7.16 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party shall be entitled to recover all costs and disbursements incurred, including such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings.

7.17 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.

7.18 Compliance With Applicable Law: State's performance under this Contract is conditioned on Lessee's compliance with the provision of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein.

7.19 Late Charges and Interest: It is understood by both parties that late payments by Lessee of rent and other charges due hereunder will cause State to incur costs and other damages not otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. As recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted hereunder and in addition thereto, if Lessee has not made full payment of amounts due within twenty (20) days of the date such payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law, or (2) twelve percent (12%) per year.

7.20 Survival. Termination or expiration of the Lease shall not extinguish or prejudice State's right to enforce the indemnification, access to records, governing law, venue and consent to jurisdiction provisions of this Lease.

SECTION 8 - INSURANCE

8.1 Commercial General Liability: Lessee shall obtain at Lessee's expense, and keep in effect during the term of this Lease, comprehensive or commercial general liability insurance covering bodily injury and property damage with an insurance company acceptable to State. This insurance shall include personal injury coverage, contractual liability coverage for the indemnities provided under this Lease and products/completed operations liability. Combined single limit per occurrence shall not be less than $1,000,000.00. Annual aggregate limit shall not be less than $1,000,000.00.

8.2 Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, Pollution Liability Insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs

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incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Combined single limit per occurrence shall not be less than N/A. Annual aggregate limit shall not be less than N/A.

8.3 Workers' Compensation Insurance: All employers, including Lessee, that employ subject workers who perform work under this Lease in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Lessee shall ensure that each of its sublessees (if permitted) complies with these requirements.

8.4 Revisions/Amendments/New Requirements: The amounts and types of insurance (including those specified in Section 8) and the party responsible for procuring the insurance shall be established and reviewed when circumstances warrant. The requirements may be revised or amended by State periodically at State's sole discretion after State:

(a) consults with its insurance advisor;
(b) consults with Lessee;
(c) considers the commercial reasonableness of any requirements, amendments or revisions; and
(d) considers State's need for adequate insurance protection and State's fiduciary obligations.

Within thirty (30) days notice to Lessee of State's revision or amendment of the insurance requirements, Lessee shall provide State with satisfactory evidence that Lessee has obtained new insurance coverage which conforms with the revised/amended insurance requirements. If mutually agreed in writing, Lessee may have additional time to obtain such insurance.

8.5 Named Insured Parties: The liability insurance coverages required for performance of the Lease shall include the State of Oregon, the Department of State Lands and its Departments, sections, officers and employees as additional insureds but only with respect to Lessee's activities to be performed under this Lease.

8.6 Certificate(s) of Insurance: As evidence of the insurance coverages required by this Lease, Lessee shall furnish certificate(s) of insurance to State prior to the execution of this Lease, and not less often than annually thereafter and as reasonably requested by State. The certificate(s) will specify all of the parties who are additional insured (or loss payees). Insurance coverages required under this Lease shall be obtained from acceptable insurance companies or entities reasonably acceptable to State. Lessee shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

8.7 "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the termination or expiration of this Lease for a duration of twenty-four (24) months, or the maximum time period

reasonably available in the marketplace. Lessee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following termination or expiration of the Lease. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Lease. If continuous "claims made" coverage is used, Lessee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the termination or expiration of the Lease.

SECTION 9 - IMPROVEMENTS

9.1 Limitation on Improvements: Lessee shall not construct or place upon the Leasehold any Improvement that exceeds fifteen thousand dollars ($15,000) in cost or value unless Lessee shall have first obtained the prior written authorization of State or unless such Improvement is exempt under OAR 141-082-0030(4). Approval for Improvements consistent with the purposes of this Lease shall not be unreasonably withheld or delayed. All Improvements must be consistent with the authorized use(s) of this Lease as stated in Section 2.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 5.4.1.

9.2 Disposition of Unauthorized Improvements or Structures: Unauthorized improvements shall, at the election of State, be removed from the Leasehold by Lessee or, if State so elects, by State at Lessee's cost and expense.

9.3 Removal of Authorized Improvements: Any authorized Improvement must be removed within ninety (90) days of the termination or expiration of the Lease or modification of the Lease under Section 4.1.1, unless otherwise agreed by the parties or exempt from authorization under OAR 141-082-0030(4). Lessee shall be responsible for any damage done to the Leasehold as a result of the removal of the Improvement. Any Improvement remaining on the Leasehold after the ninety (90) day period may at the option of State become the property of State, unless otherwise agreed by the parties.

SECTION 10 - ADDITIONAL CONDITIONS AND STIPULATIONS

10.1 None.

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SECTION 11 - ENTIRE AGREEMENT

11.1 ENTIRE AGREEMENT: THIS LEASE, TOGETHER WITH THE ATTACHED EXHIBITS AND ATTACHMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY EACH PARTY. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. THIS LEASE SUPERSEDES ALL PRIOR OR EXISTING LEASE OR RENTAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE LEASEHOLD DESCRIBED IN THIS LEASE.

Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this lease, understands it and agrees to be bound by its terms and conditions. In addition, and without limiting the foregoing, Lessee expressly agrees to all covenants herein and binds him/herself for the payment of the Rent specified in the Lease.

STATE:
The State of Oregon, acting by and through the Oregon State Land Board and the Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

Authorized Signature

11/26/05
Date

LESSEE:
Advanced American Construction Properties, LLC
Marine Industrial/Marine Service
PO Box 1630
Oregon City, OR 97045
503-650-8207

Mari D. Burch PRESIDENT
Signature/Title
(Note requirement below)

1/14/05
Date

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

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STATE OF Oregon)
) ss
County of Clackamas)

The foregoing instrument was acknowledged before me this 14th day of January, 2005, by Marvin D. Bunch (name of officer or agent of corporation), the President (title of officer or agent) of Advanced American Construction Properties, LLC (name of business entity), an Oregon (state or place of incorporation) limited liability company (corporation, general partnership, limited liability company, etc.)on behalf of said Oregon limited liability company (corporation, general partnership, limited liability company, etc.).

OFFICIAL SEAL
LISA J. ROSE
NOTARY PUBLIC-OREGON
COMMISSION NO. 384034
MY COMMISSION EXPIRES NOVEMBER 16, 2006

Lisa J. Rose
Signature
My commission expires 11/16/06

AAC001726

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury that to the best of my knowledge, I am not in violation of any Oregon Tax Laws.

For the purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Signature: Marvin D. Burch

Date: 1/14/05

Printed Name: MARVIN D. BURCH

Title: PRESIDENT

J:\AttachmentAwestLAS\ML Waterway Lease\33376-ML.doc

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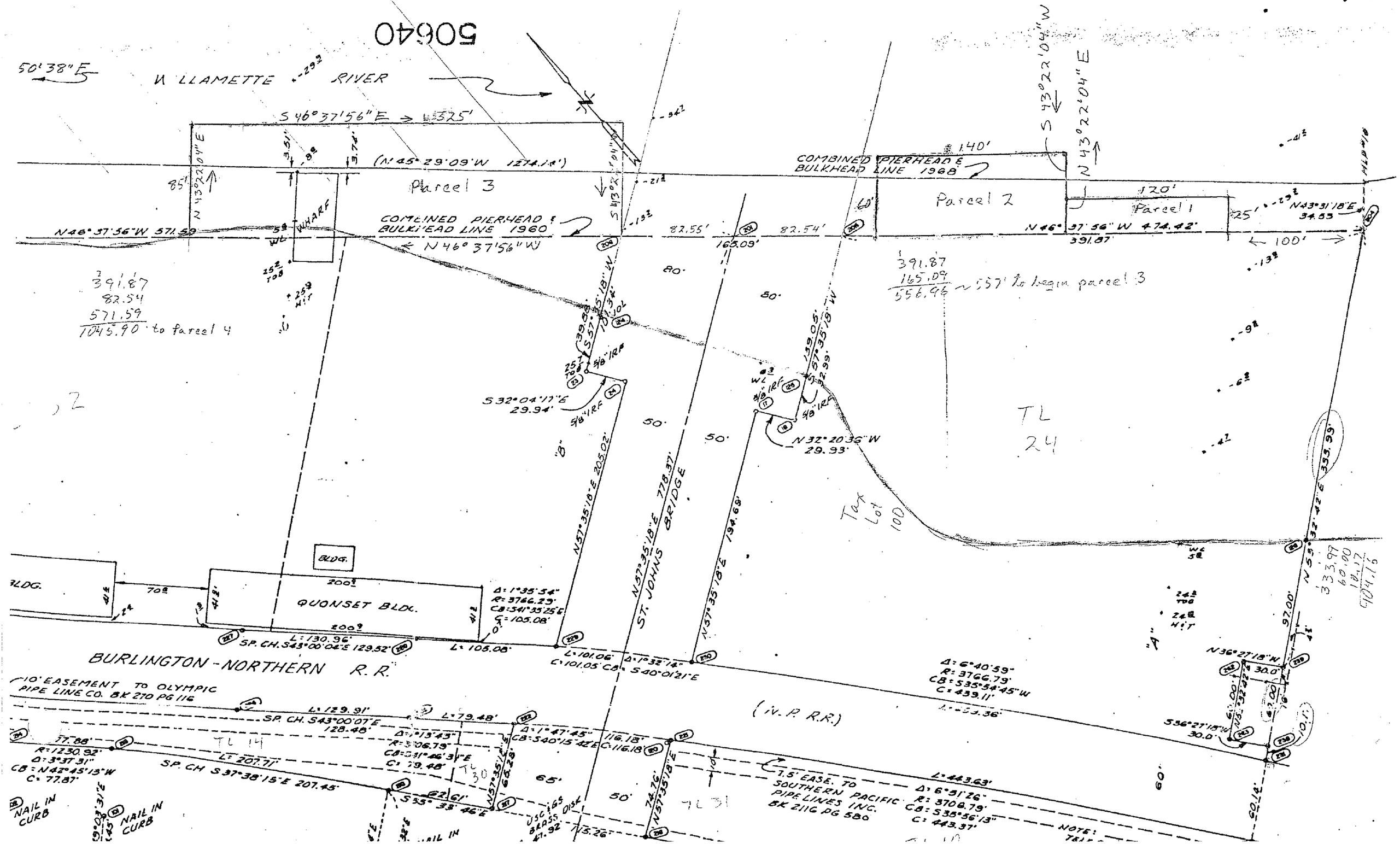
EXHIBIT A



50640
50'38"E
WILLAMETTE RIVER
S 46°37'56"E → 325'
(N 45°29'09"W 1274.14')
Parcel 3
COMBINED PIERHEAD & BULKHEAD LINE 1960
N 46°37'56"W 571.59
N 46°37'56"W
WHARF
391.87
82.54
571.59
1045.90 to parcel 4
COMBINED PIERHEAD & BULKHEAD LINE 1968
140'
Parcel 2
120'
Parcel 1
N 46°37'56"W 474.42'
391.87
82.55'
165.09'
82.54'
391.87
165.09
556.96 ~557' to begin parcel 3
S 43°22'04"W
N 43°22'04"E
N 43°31'18"E 34.53
100'
S 32°04'17"E 29.94'
N 32°20'36"W 29.93'
N 57°35'18"E 205.02'
N 57°35'18"E 778.37'
ST. JOHNS BRIDGE
N 57°35'18"E 194.69'
TL 24
Tax Lot 100
BLDG.
QUONSET BLDG.
BURLINGTON-NORTHERN R.R.
10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 270 PG 116
SP. CH. S43°00'04"E 129.52'
L: 130.96'
L: 105.08'
L: 101.06'
C: 101.05'
Δ: 1°32'14"
CB: S40°01'21"E
Δ: 1°35'54"
R: 3766.29'
CB: S41°35'25"E
C: 105.08'
Δ: 6°40'59"
R: 3766.79'
CB: S35°54'45"W
C: 439.11'
(N.P. R.R.)
L: 129.91'
SP. CH. S43°00'07"E 128.48'
L: 79.48'
Δ: 1°47'45"
CB: S40°15'42"E
C: 116.18'
L: 207.71'
SP. CH S37°38'15"E 207.45'
L: 443.63'
Δ: 6°51'26"
R: 3708.79'
CB: S35°56'13"
C: 443.37'
7.5' EASE. TO SOUTHERN PACIFIC PIPE LINES INC. BK 2116 PG 580
NAIL IN CURB
NAIL IN CURB
S 36°27'18"W 30.0'
N 36°27'18"W 30.0'
N 53°32'42"E 333.99'
333.99
60.00
10.17
404.16

DOCUMENT ROUTING REQUEST

LA Initials CH Date Received 2/24/05

Client Name AA Diving Nº

Name Marine Finance Nº 32933

LEGAL ASSISTANT ACTION TAKEN

☐ Calendar? Date Calendared for Action

☐ **ROUTE TO** *(No Copies Needed)*

☐ **COPY AND ROUTE AS FOLLOWS** ☐ **RUSH**

☐ Copy to Client? Attention

☐ Copy to Other?

☑ Working Copy to EAT

Office Assistant Initials DYM 2/24/05

Route Original to

Note to Attorney

Note to Legal Assistant

[illegible]R ATTORNEY'S REVIEW - RETURN TO LEGAL ASSISTANT

DSL Section

Carol Keddy

From: Carol Keddy
Sent: Thursday, November 11, 2004 2:49 PM
To: 'vkryszak@fnf.com'; 'terry.lucas@fnf.com'
Cc: 'deeb@aadiving.com'; 'scottb@aadiving.com'; Ed Trompke
Subject: Advanced American Diving Service, Inc. / Marine Finance Property Purchase (43462-32933) Order # 10-1107979-28-A

20322 PDF of Exh A (271 KB)

Terry and Vicki,

The drawing referred to by Cy Young is attached to this message. Please advise whether this email message from DSL will be sufficient to remove exceptions 17 and 18.

Thanks,

Carol L. Keddy, Paralegal
Jordan Schrader PC
Direct: 503-598-5523
E-mail: carol.keddy@jordanschrader.com
on the web at www.jordanschrader.com

-----Original Message-----
From: YOUNG Cyril [mailto:cyril.young@dsl.state.or.us]
Sent: Monday, August 16, 2004 4:18 PM
To: Scott Burgess
Subject: DSL ownership at Marine Finance site

I have compared what DSL has on record and what is in the lease file to the drawing you sent me. The water line, estimated from the points on the drawing, matches very close to the OLW shown on the drawings in the file. Also the distances and directions match what the county assessor has in their database. I am satisfied that we can use this drawing to establish DSL ownership at the Combined Pierhead & Bulkhead Line of 1960, which matches what the county assessor says is the property line. Does this meet with your understanding of the property boundaries? If so, when the current owner applies for the lease, just determine what it is you need in the river from that line. It can be in any configuration you choose, excepting the bridge right of way. I think we included a packet of instructions and FAQ's with the lease application. If you have any other questions, let me know.

Cyril J. (CY) Young
Property Manager,
Dept. of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301-1279
503-378-3805 Ext. 245

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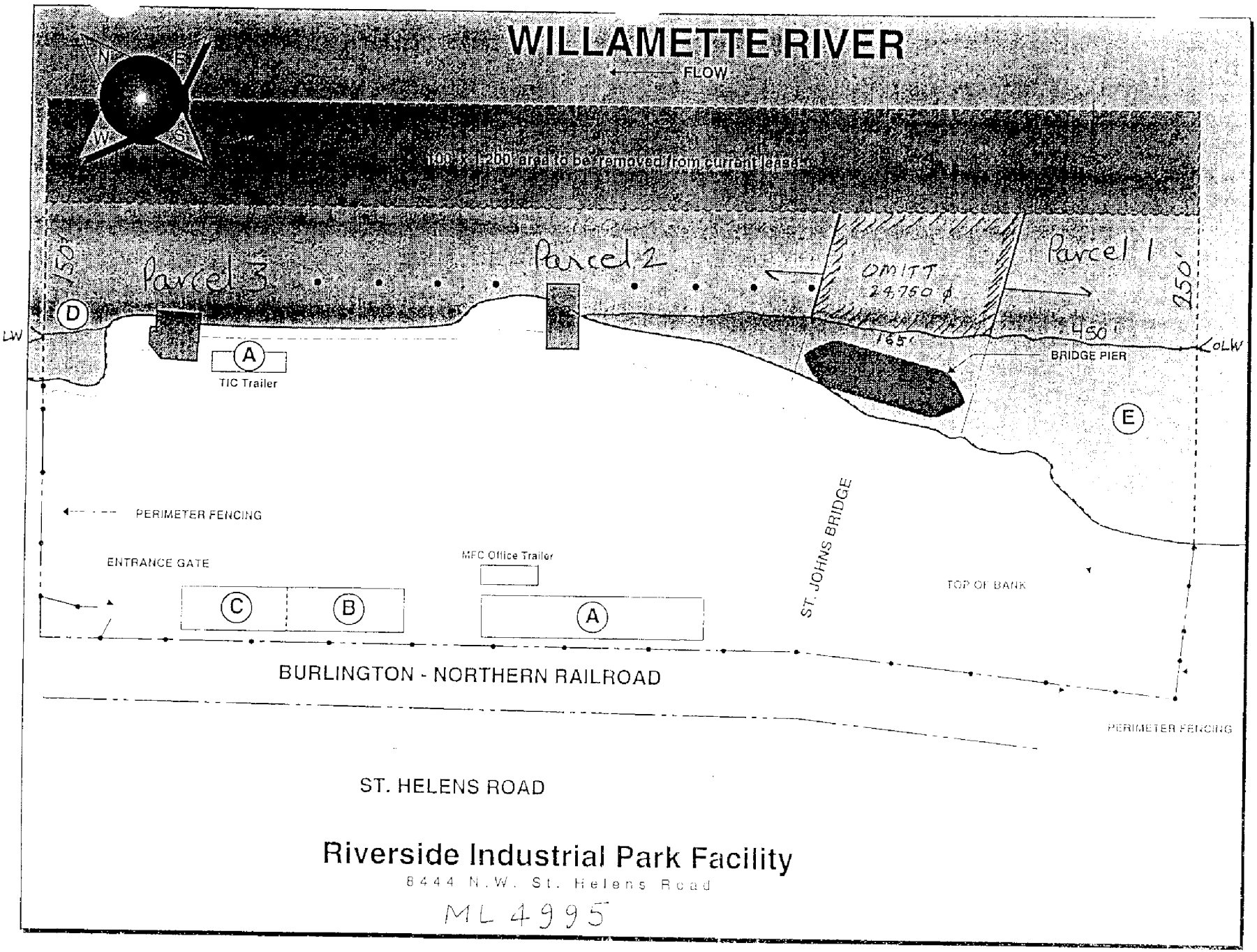
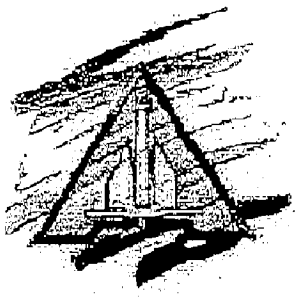


Exhibit "A"

AAC001731

ROUTED TO: [illegible]
[illegible]



ADVANCED AMERICAN DIVING SERVICE, INC.
MARINE CONSTRUCTION & CONSULTING
P. O. BOX 1630
415 S. McLoughlin · Oregon City, OR 97045
PHONE 503-650-8207 · FAX 503-650-8230

FACSIMILE COVER SHEET

ATTN:	Ed Trompke	FAX:	
COMPANY:	Jordan Schrader	PHONE:	
FROM:	Scott Burgess	DATE:	9-10-04
RE:	Marine Finance	PAGES:	26

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

MESSAGE:

(2) DSL App to Gordon – 23 pages

(1) Letter to Gordon – 1 page for review

CC:

September 10, 2004

Mr. Gordon T. Carey, Jr.
Attorney at Law
721 SW Oak Street, Second Floor
Portland, Oregon 97205

Dear Gordon:

It has come to my attention that certain construction activities have occurred, or are occurring, on the Marine Finance property. I am seeking clarification as to what has or will occur, and how it may affect the property. I would also like to request that, as the potential buyer of the property, I be informed of future alterations of the property while our sale agreement is in effect.

Steve Andrews and others have indicated that construction has occurred on the site in connection with the ODOT rehabilitation project on the St/ John's Bridge. The construction of a facility to handle water run-off, resulting in the removal of a portion of the rail spur and an electrical conduit were mentioned. An employee of our company visited the site on September 9, 2004, and saw that a trench had been dug, the rail spur lines had been cut, and some piping or conduit had been dug up. It appears that the trench was in the ODOT property under the bridge. I would appreciate clarification as to what occurred, whether the site and tracks will be restored, and what the long-term affect on the property will be.

I am merely seeking information at this point. We do not own the property, but are spending a tremendous amount of time and money to purchase it under our sale agreement. Our concern is that nothing occurs on the property that may reduce the utility or the value of the property to us prior to closing, and that we are kept informed.

Sincerely,

Dee Burch, P.E.
President

cc: Ed Trompke
Marilyn Wall

415 S. McLoughlin Boulevard
P.O. Box 1630
Oregon City, Oregon 97045
Tel: (503) 650-8207
Fax: (503) 650-8230
www.aadiving.com

Advanced American CONSTRUCTION, Inc.
Advanced American Diving Service, Inc.
M. Cutter Company

Fax

To: Gordon Carey **From:** Scott Burgess

Fax: (503) 222-1923 **Pages:** 24

Phone: (503) 2221415 **Date:** 9/10/2004

Re: DSL Waterway Lease

☐ **Urgent** X **For Review** ☐ **Please Comment** X **Please Reply** ☐ **Please Recycle**

• **Comments:** Please review the application copy, and let me know when you would be available for me to have a courier bring the original by for your signature.

As discussed, we are submitting an application to the Department of State Lands (DSL) for a waterway lease under WB Oregon, Inc., as the owner of the property. At closing, you can assign the lease to us. The benefit is to "keep the ball rolling" because DSL won't deal with us until we are the owner.

We have done the leg work and will pay the fee. The application makes Dee Burch the "authorized agent" to make the application. We will insure that the language is in place that if, for some reason, the "deal" doesn't go through, you aren't the obligated to the lease.

Please call me with a convenient time for us to have a courier come over with the original, get your signature, and return it to us for submission to DSL.

Waterway Lease Application Form

AGENCY WILL ASSIGN NUMBER

Oregon Department of State Lands Application No. _____

SEND ONE SIGNED COPY OF YOUR APPLICATION TO:

(If your project is West of the Cascade Crest)
WESTERN REGION
Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
503-378-3805

(If your project is East of the Cascade Crest)
EASTERN REGION
Department of State Lands
20300 Empire Avenue
Bend, OR 97701
541-388-6112

❶ Applicant Name and Address: WB Oregon, Inc.
Gordon T. Carey, Jr.
721 SW Oak, 2nd Floor
Portland, OR 97205
Business Phone # 503-222-1415
Home Phone#
FAX # 503-222-1923

○ Co-Applicant
☒ Authorized Agent
○ Contractor
Name and Address: Dee Burch, President
Advanced American Construction Properties, LLC
415 S. McLoughlin Blvd. (P.O. Box 1630)
Oregon City, OR 97045
Business Phone # 503-650-8207
Home Phone #
FAX # 503-650-8230

Riparian Property Owner (vested title); if different than applicant
Name and Address
Business Phone #
Home Phone #
FAX #

❷ **PROJECT LOCATION**

Street, Road or other descriptive location		Legal Description			
8444 N.W. St. Helens Road Portland, Oregon 97231		Quarter	Section 11	Township 1N	Range 1W
In or Near (City or Town) Portland	County Multnomah	Tax Map # 11 1N 1W 11 1N 1W AC 11 1N 1W DA		Tax Lot # 600, 500, 700 300 100, 101, 500, 600, 700	
Waterway Willamette	River Mile	County Property Tax Account Number R483757, 59, 66, 69, 72, 76, 81-83			

Is consent to enter property granted to the Department of State Lands? ☒ Yes ○ No

❸ **PROPOSED PROJECT INFORMATION**

Activity Type (Check all that apply): — Area requested (length x width)

1. ○ Log rafts/log storage areas _____
2. ○ Commercial marina and floating home moorages _____
3. ○ Noncommercial marina and owner-oriented floating home moorages _____
4. ☒ Marine industrial; marine services; fish processing facilities — See Addendum #3 attached
5. ○ Non-marine uses (restaurant, retail sales, offices, motel, residences, etc.) _____
6. ○ Historical vessel moorage _____

Are you aware of any Endangered Species on the project site?	○ Yes	☒ No	If yes, please explain in the project description (on page 2, block 4)
Are you aware of any Cultural Resources on the project site?	○ Yes	☒ No	

State of Oregon Department of Lands
Waterway Lease Application
August 2004

8444 N. W. St. Helens Road, Portland

ADDENDUM #3 – 3. PROPOSED PROJECT INFORMATION

Activity Type	Area requested (length x width)	Sq Ft
4. Marine industrial; marine services, etc.		
Area/section #1	25' x 120'	3,000 sq. ft.
Area/section #2	60' x 140'	8,400 sq. ft.
Area/section #3	85' x 325'	27,625 sq. ft.
Area/section #4	115' x 145'	16,675 sq. ft.
Total		55,700 sq. ft.

Is the project site near a Wild and Scenic River? ○ Yes ☒ No

4 **PROPOSED PROJECT PURPOSE & DESCRIPTION**

☒ Existing Facility ☒ Proposed for Construction

Project Purpose and Need:

Project Description: See Addendum #1 attached

Estimated Start Date November 1, 2004 Estimated Completion Date On-going

5 **ADDITIONAL INFORMATION**

All Adjoining Property Owners and their Addresses and Phone Numbers

See Addendum 2 attached

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the State of Oregon in the past, e.g., wetland delineation, violation, permit, lease request, etc.? ○ Yes ○ No

If yes, what identification number(s) were assigned by the respective agencies:

State of Oregon # 2352 (DEQ)

6 **CITY / COUNTY PLANNING DEPARTMENT AFFIDAVIT** (to be completed by local planning official)

○ This project is not regulated by the local comprehensive plan and zoning ordinance.

☒ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance. (Waterway Only) (Waterway lease area only. no approval for upland site development)

○ This project has been reviewed and is not consistent with the local comprehensive plan and zone ordinance.

○ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained: (Greenway Review required for development of upland site)

○ Conditional Use Approval ○ Development Permit
○ Plan Amendment ○ Zone Change
○ Other_____

An application ○ has ○ has not been made for local approvals checked above.

Signature of local planning official	Title	City / County	Date
[signature]	Planner	Portland	9/7/04

State of Oregon Department of Lands
Waterway Lease Application
August 2004

8444 N. W. St. Helens Road, Portland

ADDENDUM #1 - PROPOSED PROJECT PURPOSE & DESCRIPTION

Project Purpose and Need: W.B. Oregon, Inc. is the owner (see "writ of Foreclosure Execution" attached) of the property once owned by Marine Finance Corporation, whose waterway lease is on "hold over" status since January 1, 2003. W.B. Oregon, Inc. wants to activate and amend the lease. W.B. Oregon, Inc. is in the process of selling the property to Advanced American Construction Properties, LLC (AACP), and the lease would transfer to AACP at closing, which is anticipated to occur November 1, 2004.

Project Description: Hendren Tow Boat Co. currently leases property and submerged lands at the site. There are two existing docks. Advanced American Construction Properties, LLC is buying the property in order to relocate and operate their marine construction business. AACP will have crane barges, barges and tugs moored along the waterfront in front of the existing docks for storage and loading and unloading equipment and will continue to lease the area at the south of the St. Johns Bridge to Hendren Tow Boat Co.

State of Oregon Department of Lands
Waterway Lease Application
August 2004

8444 N. W. St. Helens Road, Portland

ADDENDUM #2 – ADDITIONAL INFROMATION

5. All Adjoining Property Owners and their Addresses and Phone Numbers

North: Transloader International Company, LLC
8888 N.W. St. Helens Road
Portland, Oregon 97231
Tel: (503) 247-3611

South: United States of America (U.S. Army Corps of Engineers)
U.S. Courthouse
620 S.W. Main Street
Portland, Oregon 97205-3037
Tel: (503) 808-5401

East: Willamette River

West: State of Oregon, Department of Transportation (N.W. St. Helens Road)

❼ **ATTACH ALL OF THE FOLLOWING:**

_____ A. Full size assessor map (16 inches x 16 inches), scale: 1 inch = 100 feet, that contains the riparian uplands. Do not mark on this map.

_____ B. A copy of the current year's property tax statement which identifies the present owner's name(s), land values, land size and tax account numbers of the riparian uplands.

_____ C. A separate drawing to a scale of 1 inch = 100 feet of all existing and proposed structures for the lease area. Label each separate activity type stated in Section 3 and show the dimensions of each area by length and width, as stated in Section 3.

_____ D. A street or highway location map with road directions to the site from the nearest main highway or road.

_____ E. Enclose a non-refundable application fee of $750.00

❽ **LIMITED LIABILITY INFORMATION**

LIMITED LIABILITY COMPANY: Complete the following:

a. Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? O Yes O No
b. Is the LLC presently in good standing with the Oregon Secretary of State? O Yes O No
c. In what state is the LLC primarily domiciled?_____
d. Is the LLC name and the Oregon business address the same as stated in this application? O Yes O No

If no, state the legal Name: _____

Address: _____ _____ _____ _____
Street or Box Number City State Zip Code

Additionally, a LIMITED LIABILITY COMPANY must submit the following with the application:

a. A certified copy of the company's Articles of Organization
b. A copy of the company's operating agreement
c. A resolution that the individual designated to sign the lease is authorized to act on behalf of the company in this matter.

PARTNERSHIP OR JOINT VENTURE: Complete the following:

NAME	BUSINESS ADDRESS	%SHARE	DIVISION

TRUST: Complete the following for each beneficiary of the Trust:

NAME	BUSINESS ADDRESS

OR identify the Trust document by title, document number, and county where document is recorded:

TITLE	DOCUMENT NUMBER	COUNTY

⑨ SIGNATURE FOR JOINT APPLICATION

I hereby request a state authorization for 15 **(number) years,** and renewable

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that payment of the required state application fee does not guarantee permit issuance.

Gordon T. Carey, Jr. — Print /Type Name

Attorney — Title

Applicant Signature

Date

I appoint the person named below to act as my duly authorized agent.

Dee Burch — Print /Type Name

President — Title

Dee Burch — Authorized Agent Signature

9/10/04 — Date

Revised 1/5/04

FILED
2004 APR 22 AM 9:57
CIRCUIT COURT
FOR MULTNOMAH COUNTY

#34
#35

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MULTNOMAH COUNTY

PNW, LLC,

Plaintiff,

NO. 0003-03028

vs

ENTERED
MAY - 4 2004
IN REGISTER BY EG

SHERIFF'S RETURN OF EXECUTION REAL PROPERTY

MARINE FINANCE CORPORATION, et al,
Defendants.

I HEREBY CERTIFY, that the within Writ of Foreclosure Execution in favor of:

PNW, LLC,
Plaintiff,

and against

MARINE FINANCE CORPORATION, et al,
Defendants,

was received by me on the 2nd day of March 2004, commanding me to make sale of the following described real property lying and being in Multnomah County, State of Oregon, to-wit :

Legal Description attached to and incorporated herein by this reference.

MULTNOMAH COUNTY SHERIFF'S OFFICE
BERNIE GIUSTO,
Sheriff

PS 1002

certify that I have given notice of the time and place of the sale of said real property by ...hing a notice thereof, of which a true copy is attached to and incorporated herein by this ...ference, in the *Daily Journal of Commerce*, a newspaper of general circulation, printed and published in Multnomah County, once a week for four successive weeks, making four publishings in all, commencing with the issue of the 22nd day of March 2004, and ending at least one week prior to the day of sale, with the issue of the 12nd day of April 2004, which said notice particularly described said real property and stated the same would be sold by me at the East Front Entrance of the Multnomah County Courthouse at 1021 SW 4th Avenue, in the City of Portland, County of Multnomah and State of Oregon on the 20th day of April 2004, at the hour of 10:00 o'clock A.M.

I further certify that on the 18th day of March 2004, I sent by registered mail and first class mail to:

Marine Finance Corporation
C/O Douglas T. Watson
983 Grant Street
Benicia, CA 94510

Marine Finance Corporation
C/O Karen A. Watson
983 Grant Street
Benicia, CA 94510

Marine Finance Corpoation
C/O Gordon Carey
721 SW Oak Street, 2nd Floor
Portland, OR 97204

the within-named judgment debtors, a copy of such Notice of Judicial Sale, a copy of this Writ and a notice of exempt property and challenge to execution..

I further certify that I attended at the time and place fixed for sale and exposed said real property for sale. The highest bidder, at public auction was W.B. Oregon, Inc., judgment creditor's assignee, for the sum of ONE MILLION SIX HUNDRED THOUSAND and NO/100ths DOLLARS ($1,600,000.00), as a credit toward the judgment they hold in this matter, and I delivered to said purchaser a Certificate of Judicial Sale, containing a description of said real property, stating that the amount bid and that said property was subject to redemption according to law.

The total amount realized on execution was ONE MILLION SIX HUNDRED THOUSAND and NO/100ths DOLLARS ($1,600,000.00). I hereby return this Writ to the Circuit Court of the State of Oregon for Multnomah County.

BERNIE GIUSTO,
Sheriff

By:
Marshall Ross, Deputy #21635
Civil Unit

Date: April 20, 2004

AAC001743

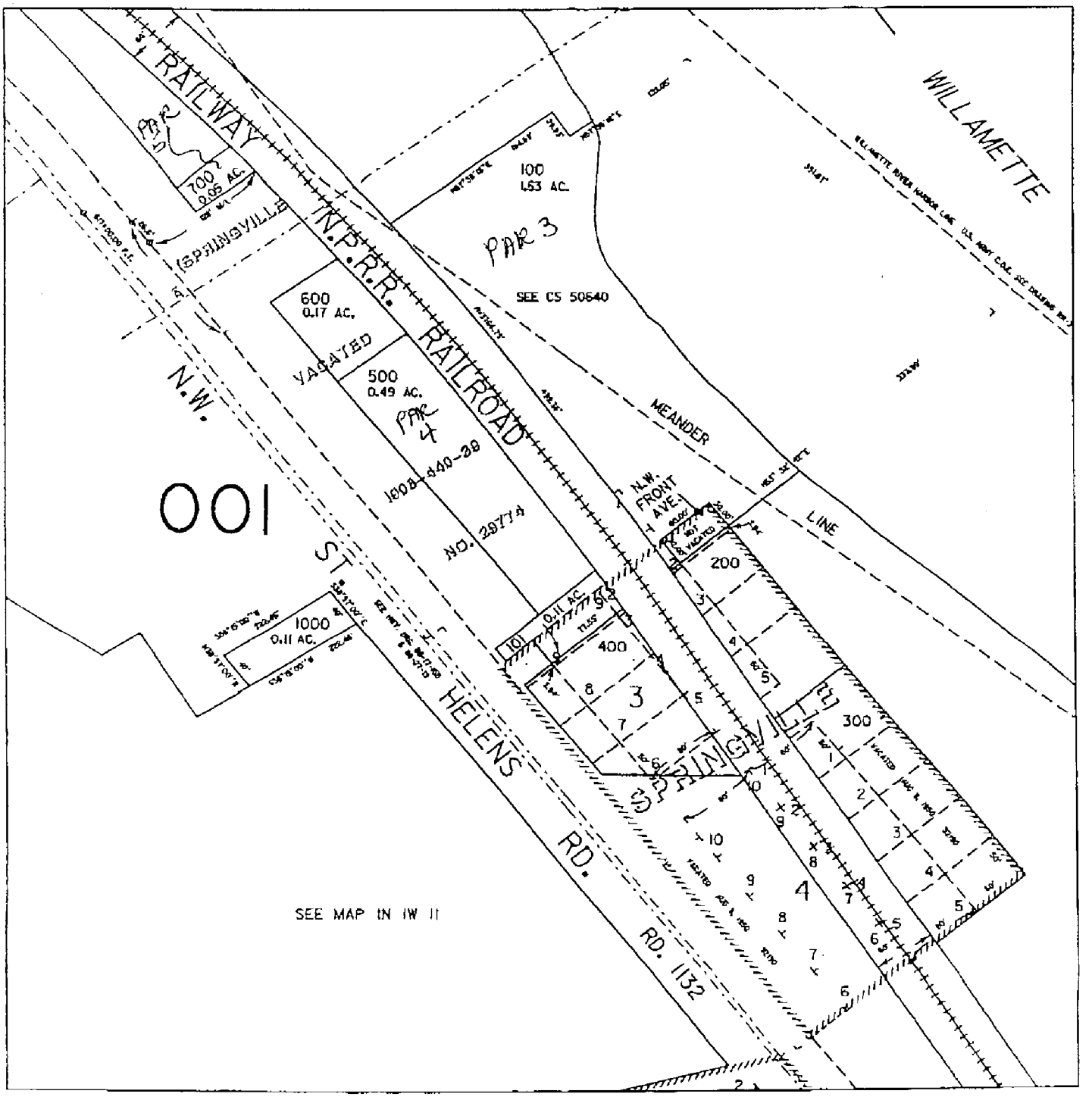
Fidelity National Title Company of Oregon

500, 600, 700

Map # 1N1W11DA 101, 100

N
W E
S

The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



Fidelity National Title Company of Oregon

Map # 1N1W11AC 300

N
W E
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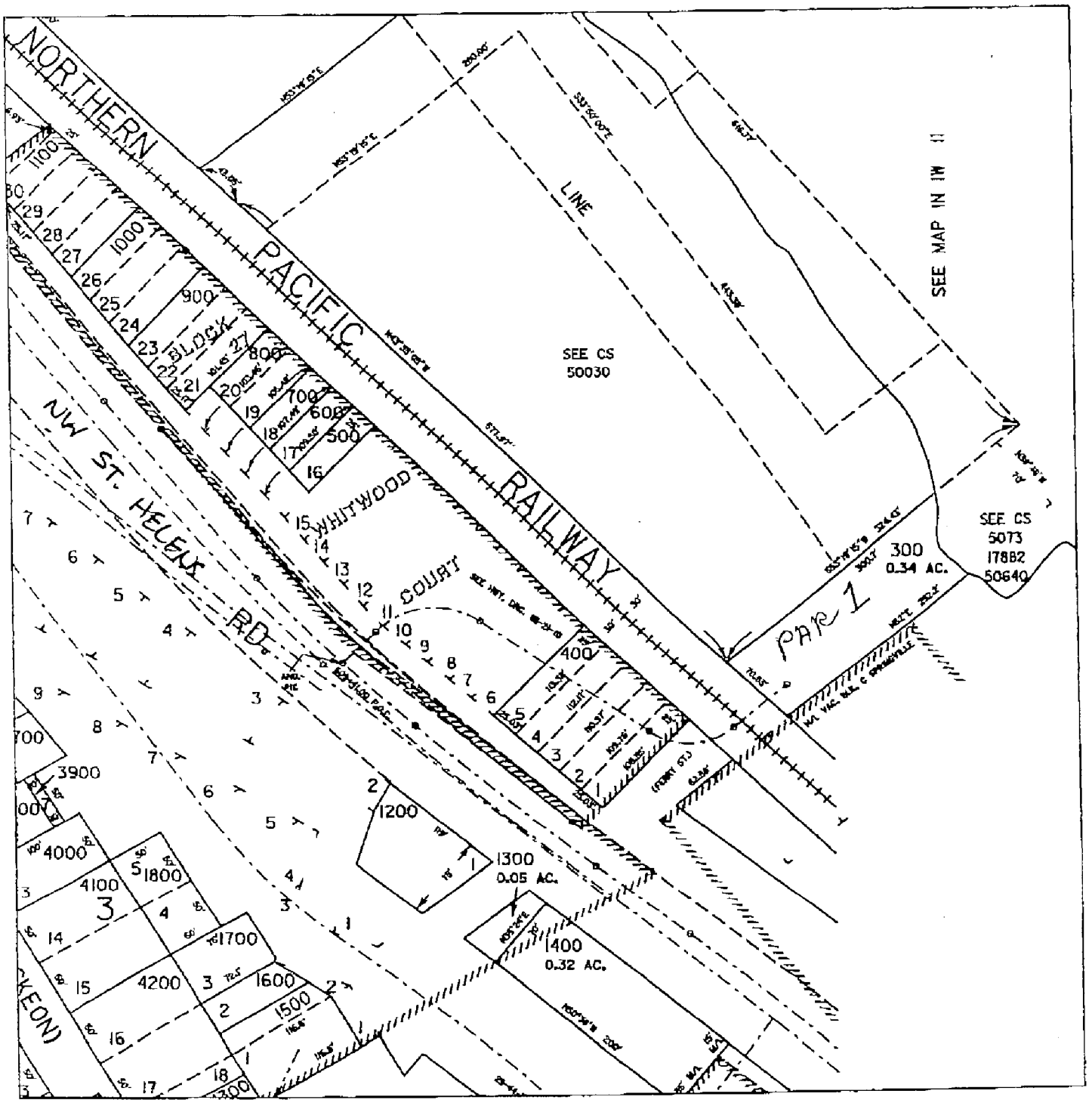
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



Fidelity National Title Company of Oregon

Map # **1N1W11 500, 600, 700**

N
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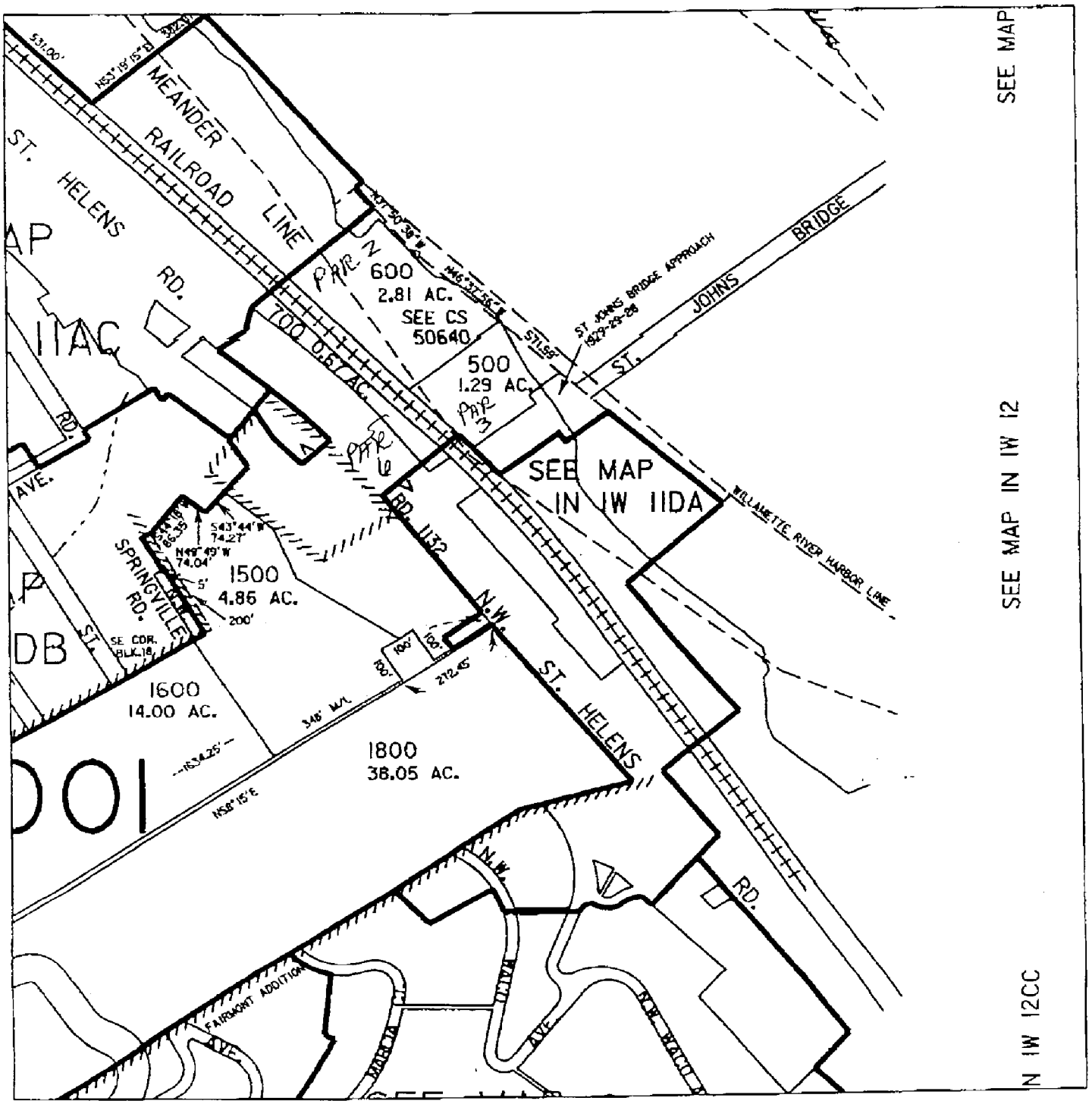
S

The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS:
SECTION 11 1N 1W;TL 500 1.29 ACRES

CODE AREA: 001

ACCOUNT NO: R483757

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	308,730	314,900
STRUCTURE	0	0
TOTAL RMV VALUE	308,730	314,900
TAXABLE VALUES:		
ASSESSED VALUE	147,310	151,720
PROPERTY TAXES:	$3,123.81	$3,401.38

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	65.51
PORTLAND COMM COLLEGE	40.30
PORTLAND SCHOOL DIST #1	738.43
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	106.72
	$950.96
PORT OF PORTLAND	10.12
CITY OF PORTLAND	1,030.61
METRO	13.90
MULTNOMAH COUNTY	621.01
CITY OF PORTLAND CHILD LOC OP	58.02
CITY OF PORTLAND PARKS LOC OP	56.17
MULT CO LIBRARY LOCAL OPT TAX	108.68
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	256.60
	$2,155.11
CITY OF PORTLAND BONDS	27.37
METRO BONDS	27.75
MULTNOMAH COUNTY BONDS	24.88
TRI-MET TRANSPORTATION BONDS	15.49
PORTLAND COMM COLLEGE BONDS	32.64
PORTLAND SCHOOL DIST #1 BONDS	167.18
BONDS AND MISC TAXES:	$295.31
2003-04 TAX (Before Discount)	$3,401.38

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	102.04	$14,799.95
2/3	11/17/03	45.35	$13,722.85
1/3	11/17/03	NONE	$12,634.41

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $11,500.61

TOTAL (After Discount): $14,799.95

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR
July 1, 2003 to June 30, 2004

Multnomah County Property Taxes

Property Address

PORTLAND, OR 97231

DO NOT WRITE IN SPACE BELOW

PLEASE MAKE PAYMENTS TO:
Tax Collector, Multnomah County

Payment options:

IN FULL 11-17-2003 ... $14,799.95
2/3 ... 11-17-2003 ... $13,722.85
1/3 ... 11-17-2003 ... $12,634.41
Discount is lost and interest applied after due date

Code Area	Account Number
001	R483757
Net Amount	Amount Paid
$14,799.95	

0001483757 0001263441 0001372285 0001479995 19

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

260600

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION
SITUS:
SECTION 11 1N 1W; TL 101 0.11 ACRES

CODE AREA: 001

ACCOUNT NO: R483759

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	28,080	28,640
STRUCTURE	0	0
TOTAL RMV VALUE	28,080	28,640
TAXABLE VALUES:		
ASSESSED VALUE	13,330	13,720
PROPERTY TAXES:	$282.68	$307.61

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	5.92
PORTLAND COMM COLLEGE	3.64
PORTLAND SCHOOL DIST #1	66.78
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	9.65
	$85.99
PORT OF PORTLAND	0.92
CITY OF PORTLAND	93.19
METRO	1.26
MULTNOMAH COUNTY	56.16
CITY OF PORTLAND CHILD LOC OP	5.25
CITY OF PORTLAND PARKS LOC OP	5.08
MULT CO LIBRARY LOCAL OPT TAX	9.83
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	23.22
	$194.91
CITY OF PORTLAND BONDS	2.48
METRO BONDS	2.51
MULTNOMAH COUNTY BONDS	2.25
TRI-MET TRANSPORTATION BONDS	1.40
PORTLAND COMM COLLEGE BONDS	2.95
PORTLAND SCHOOL DIST #1 BONDS BONDS AND MISC TAXES:	15.12
	$26.71
2003-04 TAX (Before Discount)	$307.61

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	9.23	$1,339.76
2/3	11/17/03	4.10	$1,242.36
1/3	11/17/03	NONE	$1,143.92

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $1,041.38

TOTAL (After Discount): $1,339.76

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR	PLEASE MAKE PAYMENTS TO:	Code Area	Account Number
July 1, 2003 to June 30, 2004	Tax Collector, Multnomah County	001	R483759
Multnomah County Property Taxes	Payment options:	Net Amount	Amount Paid
Property Address	IN FULL 11-17-2003	$1,339.76	
PORTLAND, OR 97210	2/3 11-17-2003 $1,242.36		
DO NOT WRITE IN SPACE BELOW	1/3 11-17-2003 $1,143.92		
	Discount is lost and interest applied after due date.		

0001483759 0000114392 0000124236 0000133976 17

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

260602
IND MAG071 Rev 9/20/00

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 WI/ NW ST HELENS RD
SECTION 11 1 N 1 W; TL 500 0.49 ACRES

CODE AREA: 001

ACCOUNT NO: R324066

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	39,090	39,090
STRUCTURE	0	0
TOTAL RMV VALUE	39,090	39,090
TAXABLE VALUES:		
ASSESSED VALUE	23,240	23,930
PROPERTY TAXES:	$492.83	$536.47

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	16.09	$2,335.34
2/3	11/17/03	7.15	$2,165.46
1/3	11/17/03	NONE	$1,993.79

PLEASE MAKE PAYMENT TO: Multnomah County

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	10.33
PORTLAND COMM COLLEGE	6.36
PORTLAND SCHOOL DIST #1	116.47
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	16.83
	$149.99
PORT OF PORTLAND	1.60
CITY OF PORTLAND	162.56
METRO	2.19
MULTNOMAH COUNTY	97.95
CITY OF PORTLAND CHILD LOC OP	9.15
CITY OF PORTLAND PARKS LOC OP	8.86
MULT CO LIBRARY LOCAL OPT TAX	17.14
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	40.45
	$339.90
CITY OF PORTLAND BONDS	4.32
METRO BONDS	4.38
MULTNOMAH COUNTY BONDS	3.92
TRI-MET TRANSPORTATION BONDS	2.44
PORTLAND COMM COLLEGE BONDS	5.15
PORTLAND SCHOOL DIST #1 BONDS	26.37
BONDS AND MISC TAXES:	$46.58
2003-04 TAX (Before Discount)	$536.47
DELINQUENT TAXES: (2000*-2002)	$1,814.96
TOTAL (After Discount):	$2,335.34

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR
July 1, 2003 to June 30, 2004

Multnomah County Property Taxes

Property Address
8444 WI/ NW ST HELENS RD
PORTLAND, OR 97231

DO NOT WRITE IN SPACE BELOW

PLEASE MAKE PAYMENTS TO:
Tax Collector, Multnomah County

Payment options:

IN FULL	11-17-2003	
2/3	11-17-2003	$2,165.46
1/3	11-17-2003	$1,993.79

Discount is lost and interest applied after due date.

Code Area	Account Number
001	R324066
Net Amount	Amount Paid
$2,335.34	

0001324066 0000199379 0000216546 0000233534 19

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

244243
EP MAGNA Rev 5/20/02

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS:
SECTION 11 1N 1W; TL 700 0.67 ACRES

CODE AREA: 001

ACCOUNT NO: R324069

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	34,090	34,770
STRUCTURE	0	0
TOTAL RMV VALUE	34,090	34,770
TAXABLE VALUES:		
ASSESSED VALUE	15,510	15,970
PROPERTY TAXES:	$328.92	$358.04

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	6.90
PORTLAND COMM COLLEGE	4.24
PORTLAND SCHOOL DIST #1	77.73
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	11.23 $100.10
PORT OF PORTLAND	1.07
CITY OF PORTLAND	108.48
METRO	1.46
MULTNOMAH COUNTY	65.37
CITY OF PORTLAND CHILD LOC OP	6.11
CITY OF PORTLAND PARKS LOC OP	5.91
MULT CO LIBRARY LOCAL OPT TAX	11.44
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	27.01 $226.85
CITY OF PORTLAND BONDS	2.88
METRO BONDS	2.92
MULTNOMAH COUNTY BONDS	2.62
TRI-MET TRANSPORTATION BONDS	1.63
PORTLAND COMM COLLEGE BONDS	3.44
PORTLAND SCHOOL DIST #1 BONDS BONDS AND MISC TAXES:	17.60 $31.09
2003-04 TAX (Before Discount)	$358.04

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	10.74	$1,558.52
2/3	11/17/03	4.77	$1,445.15
1/3	11/17/03	NONE	$1,330.57

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $1,211.22

TOTAL (After Discount): $1,558.52

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR July 1, 2003 to June 30, 2004	**PLEASE MAKE PAYMENTS TO:** Tax Collector, Multnomah County	Code Area 001	Account Number R324069
Multnomah County Property Taxes	Payment options:	Net Amount $1,558.52	Amount Paid
Property Address PORTLAND, OR 97231 DO NOT WRITE IN SPACE BELOW	**IN FULL** 11-17-2003 2/3 11-17-2003 $1,445.15 1/3 11-17-2003 $1,330.57 Discount is lost and interest applied after due date		

0001324069 0000133057 0000144515 0000155852 11

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

244244

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 WI/ NW ST HELENS RD
SECTION 11 1N 1W; TL 300 0.34 ACRES

CODE AREA: 001

ACCOUNT NO: R324072

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	35,060	35,060
STRUCTURE	0	0
TOTAL RMV VALUE	35,060	35,060
TAXABLE VALUES:		
ASSESSED VALUE	20,840	21,460
PROPERTY TAXES:	$441.95	$481.11

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	14.43	$2,094.40
2/3	11/17/03	6.41	$1,942.05
1/3	11/17/03	NONE	$1,788.09

PLEASE MAKE PAYMENT TO: Multnomah County

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	9.27
PORTLAND COMM COLLEGE	5.70
PORTLAND SCHOOL DIST #1	104.45
PORTLAND SD #1 LOCAL OPTION	15.10
EDUCATION TAXES:	$134.52
PORT OF PORTLAND	1.43
CITY OF PORTLAND	145.77
METRO	1.97
MULTNOMAH COUNTY	87.84
CITY OF PORTLAND CHILD LOC OP	8.21
CITY OF PORTLAND PARKS LOC OP	7.94
MULT CO LIBRARY LOCAL OPT TAX	15.37
URBAN RENEWAL - PORTLAND	36.28
GENERAL GOVERNMENT TAXES:	$304.81
CITY OF PORTLAND BONDS	3.87
METRO BONDS	3.93
MULTNOMAH COUNTY BONDS	3.52
TRI-MET TRANSPORTATION BONDS	2.19
PORTLAND COMM COLLEGE BONDS	4.62
PORTLAND SCHOOL DIST #1 BONDS	23.65
BONDS AND MISC TAXES:	$41.78
2003-04 TAX (Before Discount)	$481.11
DELINQUENT TAXES: (2000*-2002)	$1,627.72
TOTAL (After Discount):	$2,094.40

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR
July 1, 2003 to June 30, 2004

Multnomah County Property Taxes

Property Address
8444 WI/ NW ST HELENS RD
PORTLAND, OR 97231

DO NOT WRITE IN SPACE BELOW

PLEASE MAKE PAYMENTS TO:
Tax Collector, Multnomah County

Payment options:

IN FULL	11-17-2003	$2,094.40
2/3	11-17-2003	$1,942.05
1/3	11-17-2003	$1,788.09

Discount is lost and interest applied after due date.

Code Area	Account Number
001	R324072
Net Amount	Amount Paid
$2,094.40	

0001324072 0000178809 0000194205 0000209440 19

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

244246

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 WI/ NW ST HELENS RD
SECTION 11 1N 1W; TL 100 1.53 ACRES

CODE AREA: 001

ACCOUNT NO: R324078

MARINE FINANCE CORP
8316 N LOMBARD STE 427
PORTLAND, OR 97203

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	291,820	291,820
STRUCTURE	1,430	1,430
TOTAL RMV VALUE	293,250	293,250
TAXABLE VALUES:		
ASSESSED VALUE	175,160	180,410
PROPERTY TAXES:	$3,714.43	$4,044.57

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	77.90
PORTLAND COMM COLLEGE	47.92
PORTLAND SCHOOL DIST #1	878.08
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	126.90
	$1,130.80
PORT OF PORTLAND	12.03
CITY OF PORTLAND	1,225.49
METRO	16.53
MULTNOMAH COUNTY	738.44
CITY OF PORTLAND CHILD LOC OP	68.99
CITY OF PORTLAND PARKS LOC OP	66.79
MULT CO LIBRARY LOCAL OPT TAX	129.23
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	305.11
	$2,562.61
CITY OF PORTLAND BONDS	32.55
METRO BONDS	33.00
MULTNOMAH COUNTY BONDS	29.59
TRI-MET TRANSPORTATION BONDS	18.42
PORTLAND COMM COLLEGE BONDS	38.81
PORTLAND SCHOOL DIST #1 BONDS	198.79
BONDS AND MISC TAXES:	$351.16
2003-04 TAX (Before Discount)	$4,044.57

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	121.34	$17,598.12
2/3	11/17/03	53.93	$16,317.34
1/3	11/17/03	NONE	$15,023.08

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $13,674.89

TOTAL (After Discount): $17,598.12

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR
July 1, 2003 to June 30, 2004

Multnomah County Property Taxes

Property Address
8444 WI/ NW ST HELENS RD
PORTLAND, OR 97231

DO NOT WRITE IN SPACE BELOW

PLEASE MAKE PAYMENTS TO:
Tax Collector, Multnomah County

Payment options:

IN FULL 11-17-2003
2/3 11-17-2003 $16,317.34
1/3 11-17-2003 $15,023.08
Discount is lost and interest applied after due date.

Code Area	Account Number
001	R324078
Net Amount	**Amount Paid**
$17,598.12	

0001324078 0001502308 0001631734 0001759812 15

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

MARINE FINANCE CORP
8316 N LOMBARD STE 427
PORTLAND, OR 97203

244248

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 W/ NW ST HELENS RD
SECTION 11 1 N 1 W; TL 700 0.05 ACRES

CODE AREA: 001

ACCOUNT NO: R324081

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	2,600	2,600
STRUCTURE	0	0
TOTAL RMV VALUE	2,600	2,600
TAXABLE VALUES:		
ASSESSED VALUE	1,550	1,590
PROPERTY TAXES:	$32.83	$35.67

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	1.07	$155.98
2/3			
1/3			

PLEASE MAKE PAYMENT TO: Multnomah County

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	0.69
PORTLAND COMM COLLEGE	0.42
PORTLAND SCHOOL DIST #1	7.74
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	1.12
	$9.97
PORT OF PORTLAND	0.11
CITY OF PORTLAND	10.80
METRO	0.15
MULTNOMAH COUNTY	6.51
CITY OF PORTLAND CHILD LOC OP	0.61
CITY OF PORTLAND PARKS LOC OP	0.59
MULT CO LIBRARY LOCAL OPT TAX	1.14
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	2.70
	$22.61
CITY OF PORTLAND BONDS	0.29
METRO BONDS	0.29
MULTNOMAH COUNTY BONDS	0.26
TRI-MET TRANSPORTATION BONDS	0.16
PORTLAND COMM COLLEGE BONDS	0.34
PORTLAND SCHOOL DIST #1 BONDS BONDS AND MISC TAXES:	1.75
	$3.09
2003-04 TAX (Before Discount)	$35.67
DELINQUENT TAXES: (2000*-2002)	$121.38
TOTAL (After Discount):	$155.98

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR	PLEASE MAKE PAYMENTS TO:	Code Area	Account Number
July 1, 2003 to June 30, 2004	Tax Collector, Multnomah County	001	R324081
Multnomah County Property Taxes	Payment options:	Net Amount	Amount Paid
Property Address: 8444 W/ NW ST HELENS RD PORTLAND, OR 97231	IN FULL 11-17-2003	$155.98	
DO NOT WRITE IN SPACE BELOW	2/3		
	1/3		
	Discount is lost and interest applied after due date.		

0001324081 0000013327 0000014468 0000015598 15

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

244249

AAC001753

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 WI/ NW ST HELENS RD
SECTION 11 1 N 1 W; TL 600 0.17 ACRES

CODE AREA: 001

ACCOUNT NO: R324082

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	12,600	12,600
STRUCTURE	0	0
TOTAL RMV VALUE	12,600	12,600
TAXABLE VALUES:		
ASSESSED VALUE	7,490	7,710
PROPERTY TAXES:	$158.82	$172.84

This is a copy of the original bill from the microfiche file.

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	3.33
PORTLAND COMM COLLEGE	2.05
PORTLAND SCHOOL DIST #1	37.53
PORTLAND SD #1 LOCAL OPTION	5.42
EDUCATION TAXES:	$48.33
PORT OF PORTLAND	0.51
CITY OF PORTLAND	52.37
METRO	0.71
MULTNOMAH COUNTY	31.56
CITY OF PORTLAND CHILD LOC OP	2.95
CITY OF PORTLAND PARKS LOC OP	2.85
MULT CO LIBRARY LOCAL OPT TAX	5.52
URBAN RENEWAL - PORTLAND	13.03
GENERAL GOVERNMENT TAXES:	$109.50
CITY OF PORTLAND BONDS	1.39
METRO BONDS	1.41
MULTNOMAH COUNTY BONDS	1.26
TRI-MET TRANSPORTATION BONDS	0.79
PORTLAND COMM COLLEGE BONDS	1.66
PORTLAND SCHOOL DIST #1 BONDS	8.50
BONDS AND MISC TAXES:	$15.01
2003-04 TAX (Before Discount)	$172.84

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	5.19	$752.92
2/3	11/17/03	2.30	$698.20
1/3	11/17/03	NONE	$642.89

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $585.27

TOTAL (After Discount): $752.92

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

OREGON PROPERTY TAX YEAR
July 1, 2003 to June 30, 2004

Multnomah County Property Taxes

Property Address
8444 WI/ NW ST HELENS RD
PORTLAND, OR 97231

DO NOT WRITE IN SPACE BELOW

PLEASE MAKE PAYMENTS TO:
Tax Collector, Multnomah County

Payment options:

IN FULL	11-17-2003	
2/3	11-17-2003	$698.20
1/3	11-17-2003	$642.89

Discount is lost and interest applied after due date.

Code Area	Account Number
001	R324082
Net Amount	**Amount Paid**
$752.92	

0001324082 0000064289 0000069820 0000075292 16

ZANG,JIAHONG-60% &
OREGON POWER LENDING
INSTITUTION INC-40%>
487 GIANNI ST
SANTA CLARA, CA 95054

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

244250
ISO MAG971 Rev 9/30/03

7/1/03 TO 6/30/04 REAL PROPERTY TAX STATEMENT

MULTNOMAH COUNTY, OREGON * P.O. BOX 2716 * PORTLAND, OREGON 97208-2716
Phone: (503) 988-3326

PROPERTY DESCRIPTION

SITUS: 8444 NW ST HELENS RD
SECTION 11 1 N 1 W; TL 600 2.81 ACRES

CODE AREA: 001

ACCOUNT NO: R324083

MARINE FINANCE CORP
8316 N LOMBARD STE 427
PORTLAND, OR 97203

VALUES:	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	394,550	394,550
STRUCTURE	186,360	186,360
TOTAL RMV VALUE	580,910	580,910
TAXABLE VALUES:		
ASSESSED VALUE	318,820	328,380
PROPERTY TAXES:	$6,760.79	$7,361.78

2003-04 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	141.79
PORTLAND COMM COLLEGE	87.22
PORTLAND SCHOOL DIST #1	1,598.26
PORTLAND SD #1 LOCAL OPTION EDUCATION TAXES:	230.98
	$2,058.25
PORT OF PORTLAND	21.90
CITY OF PORTLAND	2,230.62
METRO	30.08
MULTNOMAH COUNTY	1,344.09
CITY OF PORTLAND CHILD LOC OP	125.57
CITY OF PORTLAND PARKS LOC OP	121.57
MULT CO LIBRARY LOCAL OPT TAX	235.22
URBAN RENEWAL - PORTLAND GENERAL GOVERNMENT TAXES:	555.33
	$4,664.38
CITY OF PORTLAND BONDS	59.24
METRO BONDS	60.06
MULTNOMAH COUNTY BONDS	53.85
TRI-MET TRANSPORTATION BONDS	33.53
PORTLAND COMM COLLEGE BONDS	70.63
PORTLAND SCHOOL DIST #1 BONDS BONDS AND MISC TAXES:	361.84
	$639.15
2003-04 TAX (Before Discount)	$7,361.78

This is a copy of the original bill from the microfiche file.

TAX PAYMENT OPTIONS

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/17/03	220.85	$32,031.60
2/3	11/17/03	98.16	$29,700.37
1/3	11/17/03	NONE	$27,344.60

PLEASE MAKE PAYMENT TO: Multnomah County

DELINQUENT TAXES: (2000*-2002) $24,890.67

TOTAL (After Discount): $32,031.60

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

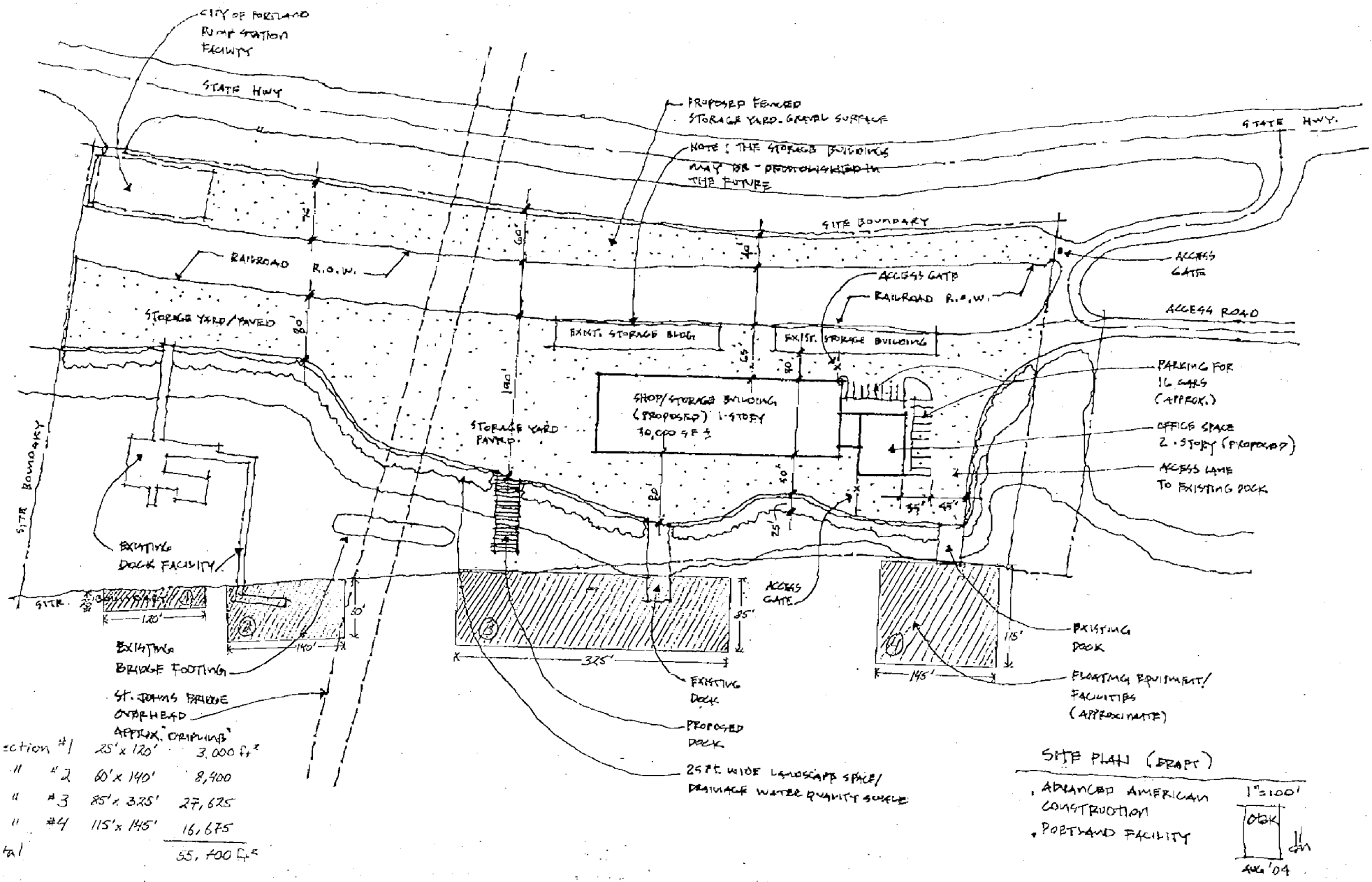
OREGON PROPERTY TAX YEAR	PLEASE MAKE PAYMENTS TO:	Code Area	Account Number
July 1, 2003 to June 30, 2004	Tax Collector, Multnomah County	001	R324083
Multnomah County Property Taxes	Payment options:	Net Amount	Amount Paid
Property Address: 8444 NW ST HELENS RD PORTLAND, OR 97210	IN FULL: 11-17-2003 $32,031.60		
DO NOT WRITE IN SPACE BELOW	2/3 11-17-2003 $29,700.37 1/3 11-17-2003 $27,344.60 Discount is lost and interest applied after due date.		

0001324083 0002734460 0002970037 0003203160 17

WRITE MAILING ADDRESS CHANGES IN AREA BELOW

MARINE FINANCE CORP
8316 N LOMBARD STE 427
PORTLAND, OR 97203

244251
150 MAGR21 Rev 5/20/02



ection #1	25'x 120'	3,000 ft²
" #2	60'x 140'	8,400
" #3	85'x 325'	27,625
" #4	115'x 145'	16,675
tal		55,700 ft²

SITE PLAN (DRAFT)

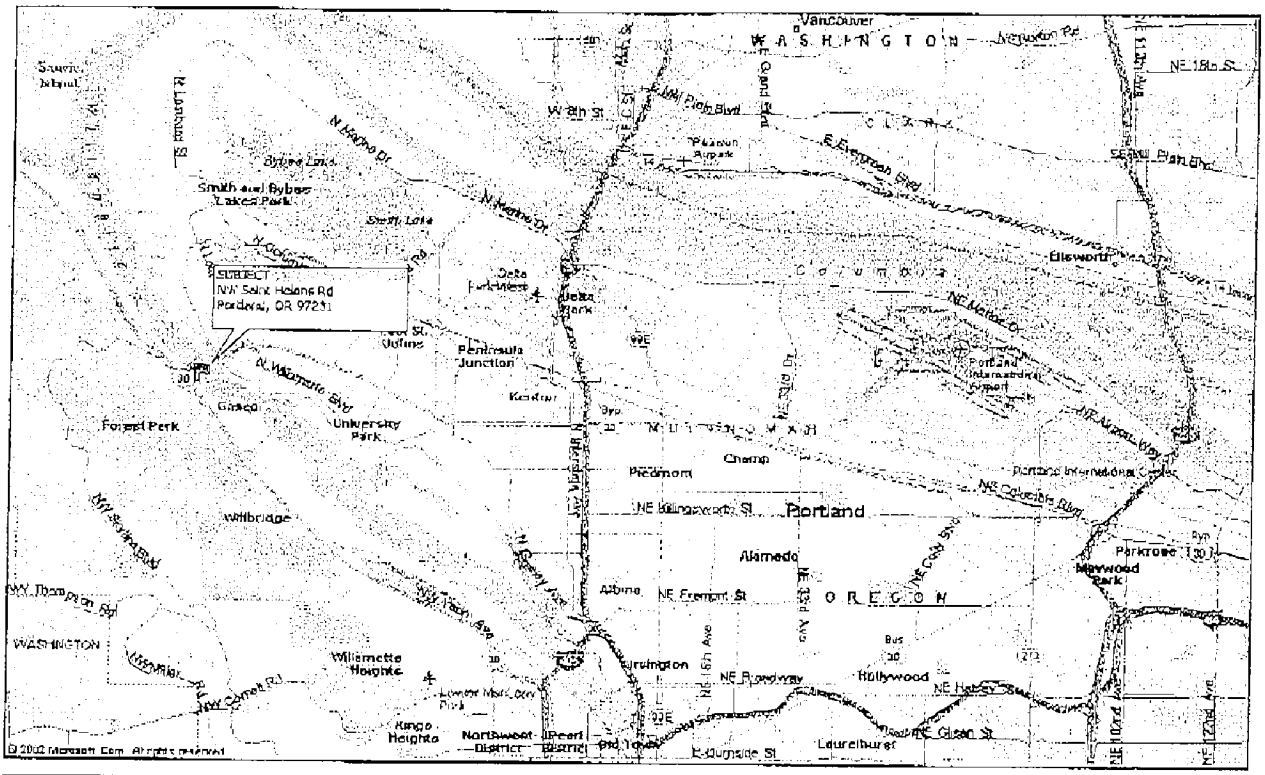
- ADVANCED AMERICAN CONSTRUCTION
- PORTLAND FACILITY

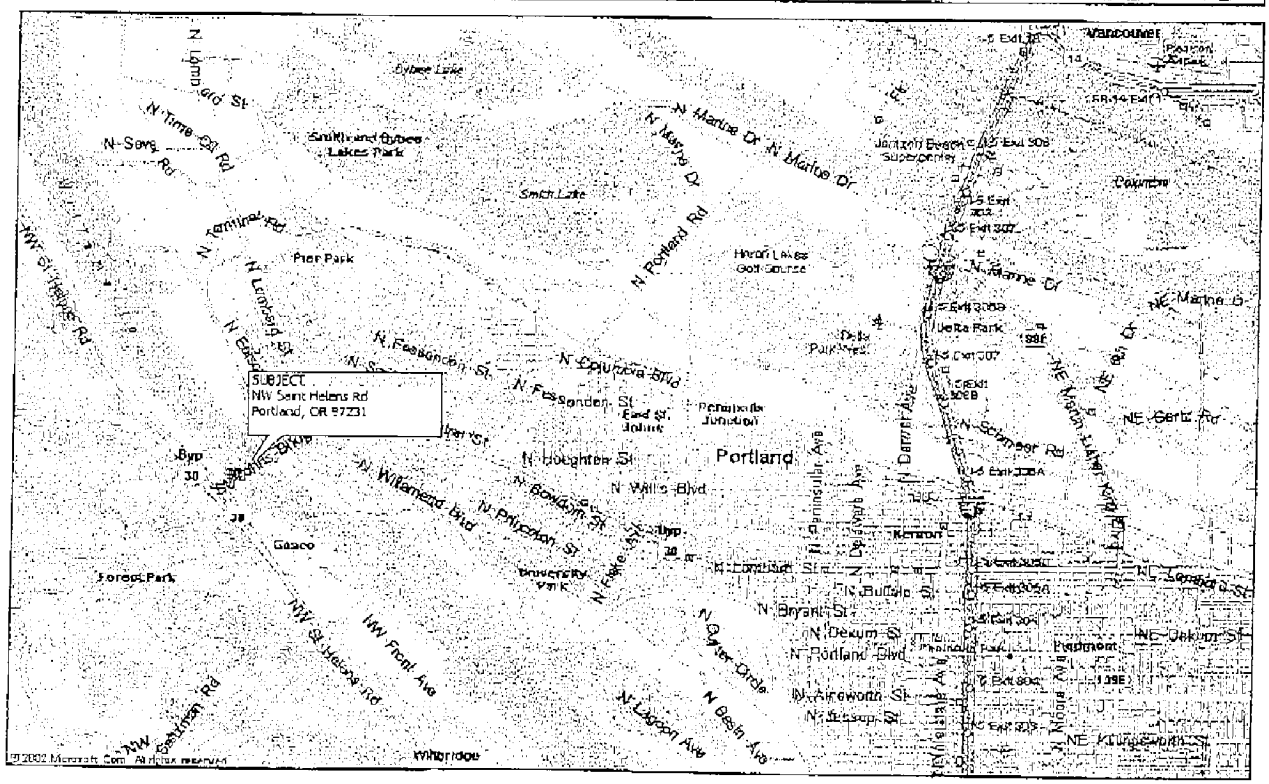
1"=100'

AUG '04

09/10/04 FRI 17:36 FAX
+++ JORDAN AND SCHRA 025
AAC001756

LOCAL AREA MAPS




SUBJECT
NW Saint Helens Rd
Portland, OR 97231
Portland
Vancouver
Forest Park
Whidbey
Smith and Bybee Lakes Park
Smith Lake
Bybee Lake
Pier Park
Peninsula Junction
Delta Park
Heron Lakes Golf Course
Kenton
Columbia
Overlook Park
Peninsula Park
Piedmont
Arbor Lodge Park
Portland International Raceway
Portland International Airport
Jantzen Beach Supercenter
Jantzen Beach Center
Expo Center
Rose Garden Arena
Memorial Coliseum
Lloyd Center
Rose Quarter
Moda Center
Veterans Memorial Coliseum
Legacy Emanuel Hospital
Legacy Good Samaritan Hospital
Providence Park
Pioneer Courthouse Square
Pioneer Place
Portland State University
Portland Art Museum
Portland Center for the Performing Arts
Oregon Convention Center
Lloyd District
Central Eastside
Buckman
Sellwood-Moreland
Woodstock
Mount Tabor
Mount Scott-Arleta
Montavilla
Hazelwood
Powellhurst-Gilbert
Centennial
Glendoveer
Parkrose
Maywood Park
Rockwood
Gateway
Hazelwood
Russell
Columbia Slough
Columbia Blvd
Marine Dr
NE Marine Dr
N Marine Dr
N Portland Rd
N Lombard St
N Time Zone Rd
N Terminal Rd
N Leadbetter Rd
NW St Helens Rd
NW Front Ave
NW Yeon Ave
NW Vaughn St
NW Thurman St
NW Upshur St
NW Kearney St
NW Lovejoy St
NW Glisan St
NW Everett St
NW Couch St
NW Davis St
NW Flanders St
NW Everett St
NW Johnson St
NW Irving St
NW Hoyt St
NW Lovejoy St
NW Glisan St
NW Everett St
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NW Davis St
NW Flanders St
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NW Hoyt St
N Fessenden St
N Columbia Blvd
N Houghton St
N Willis Blvd
N Willamette Blvd
N Princeton St
N Bowdoin St
N Fiske Ave
N Lombard St
N Bryant St
N Dekum St
N Portland Blvd
N Ainsworth St
N Essex St
N Buffalo St
N Baltimore Ave
N Delaware Ave
N Denver Ave
N Schmeer Rd
N Basin Ave
N Lagoon Ave
N Gantenbein Ave
N Argyle Terrace
N Argyle Circle
N Basin Ave
N Lagoon Ave
N Gantenbein Ave
NE Gertz Rd
NE Martin Luther King Jr Blvd
NE Oakdale Rd
NE Killingsworth St
NE Alberta St
NE Prescott St
NE Columbia Blvd
NE Marine Dr
NE 185th St
NE 181st St
NE 172nd Ave
NE 162nd Ave
NE 148th Ave
NE 138th Ave
NE 122nd Ave
NE 112th Ave
NE 102nd Ave
NE 92nd Ave
NE 82nd Ave
NE 72nd Ave
NE 60th Ave
NE 52nd Ave
NE 42nd Ave
NE 33rd Ave
NE 27th Ave
NE 15th Ave
NE 7th Ave
NE Broadway
NE Holladay St
NE Glisan St
NE Fremont St
NE Killingsworth St
NE Columbia Blvd
NE Cully Blvd
NE 16th Ave
NE 33rd Ave
NE 42nd Ave
NE 52nd Ave
NE 60th Ave
NE 72nd Ave
NE 82nd Ave
NE 92nd Ave
NE 102nd Ave
NE 112th Ave
NE 122nd Ave
NE 138th Ave
NE 148th Ave
NE 162nd Ave
NE 172nd Ave
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GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

June 7, 2004

Mr. Edward Trompke
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Mr. Trompke:

Pursuant to the real estate agreement, I am notifying you that I have some notices regarding the property from the state office of DEQ. You are free to review my files. In addition, I am forwarding copies of all leases on the property.

The property was managed for some time by Rick Taylor, who no longer manages the property. I am forwarding a letter requesting that he make his files available, but I do not know whether he has retained those files.

As I advised, I do not know if ten feet will be sufficient for the City Water Bureau facility, but I will ask the City to advise. In the meantime, I am enclosing a copy of the description which I believe corresponds to the land occupied by the pump station.

Marine Finance Corporation had a survey performed of the waterway adjacent to the property. I enclose a copy of the legal description (I also have oversized maps, but will need to arrange to have those duplicated). As I indicated, our surveyor believes that most of the land we are leasing was land not submerged at the relevant time, and we may be renting land we do not need to rent. In the meantime, I will notify the state that we anticipate closing within 90 days and that we are going to let you negotiate with them directly the terms of a new lease. We are currently on a month-to-month lease.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

C:\Work\MFC - CCI\Correspondence\Ltr to Ed Trompke 6-07-04.wpd
GTC:kcs
cc: Dick Shafer

Enc.

Message

Carol Keddy

From: Ed Trompke
Sent: Thursday, August 12, 2004 9:26 AM
To: Carol Keddy
Subject: FW: Thanks

-----Original Message-----
From: Scott Burgess [mailto:Scottb@aadiving.com]
Sent: Wednesday, August 11, 2004 3:32 PM
To: Ed.Trompke@jordanschrader.com
Cc: Dee Burch
Subject: Thanks

Ed,

Sorry about yesterday; I didn't know you'd left. I was going to talk with you some more but you got caught up in the "war stories." The next thing I knew Mike was going out the back door, and you were gone. I thought the meeting went well.

I will:

Get copies of the survey to you and Cy
Send you a copy of the aerial (attached)
Fill out an application in the name of WB Oregon
Follow up with Cy on their documentation of property lines

You will:

Take care of the LLC registration (at the appropriate time; no longer an issue with the lease application)
Talk to Marilyn re DSL application and assignment to us at closing
Follow up with the title company

What we learned:

The ordinary low water line (our property line) is somewhere out in the water (roughly in line with waterline between the docks, extended)
DSL does not want ownership of "our sediment" (liability)
The State does not try to capture future clean up costs in the lease rates
We don't have to lease "our land"
We can submit one application for any and all portions of area
DSL will process an application from WB Oregon, to be assigned to us at closing, to expedite the lease
They will use their staff to document property lines
We do not need a survey just a description of lease area
The proposed lease in 2003 was going to be $13,683/yr. for the whole area in front of the property (approx. 100' x 1200'); worse case probably.

Anything else?

Scott

Scott A. Burgess, General Manager
Advanced American Construction, Inc.
Advanced American Diving Service, Inc.
M. Cable Company
4115 McLoughlin Boulevard
(P.O. Box 1630)
Oregon City, OR 97045
Tel: (503) 650-8207
Fax: (503) 650-8230

8/ 2004

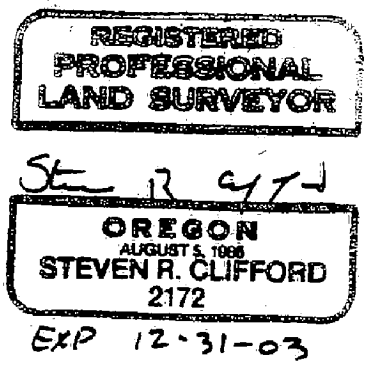
CSA CONSULTING ENGINEERS
ENGINEERING EXCELLENCE

April 24, 2003

Legal Description

This legal description is to describe a tract of Land, to be leased from the State of Oregon through the Division of State Lands, situated in the Northeast one-quarter of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon being more particularly described as follows:

Commencing at a point of intersection of the northerly line of Block C, Springville (now vacated) with the intersection of the Northeasterly line of the Spokane, Portland and Seattle Railway (now Northern Pacific Railroad) right-of-way; thence North 53°32'07" East, a distance of 293.00 feet to a point; thence South 37°50'38" East, a distance of 51.16 feet to a point; thence South 49°27'31" West, a distance of 3.29 feet to the low water mark of the Willamette River (Elevation 4.20, feet NAVD 29) and the point of beginning of the tract herein described; thence South 29°08'39" East along said low water mark, a distance of 46.48 feet to a point; thence North 48°17'10" East, a distance of 21.83 feet; thence North 39°52'42" West, a distance of 45.12 feet to a point; thence South 49°27'31" West, a distance of 13.16 feet to said low water mark of the Willamette River and the point of beginning.
Contains 792 Sq. Ft.



3) 228-3848
321 S.W. 4th, 4th Floor • Portland, Oregon 97204
E-mail: csa@integraonline.com
FAX (503) 228-0475

AAC001762

CSA CONSULTING ENGINEERS
ENGINEERING EXCELLENCE

April 24, 2003

Legal Description

This legal description is to describe a tract of Land, to be leased from the State of Oregon through the Division of State Lands, situated in the Northeast one-quarter of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon being more particularly described as follows:

Commencing at a point of intersection of the northerly line of Block C, Springville (now vacated) with the intersection of the Northeasterly line of the Spokane, Portland and Seattle Railway (now Northern Pacific Railroad) right-of-way; thence North 53°32'07" East, a distance of 293.00 feet to a point; thence South 37°50'38" East, a distance of 166.19 feet to a point; thence South 46°37'56" East, a distance of 244.86 feet to a point; thence North 44°54'10" East, a distance of 24.57 feet to the low water mark of the Willamette River (Elevation 4.20, feet NAVD 29) and the point of beginning of the tract herein described; thence North 44°54'10 East, a distance of 23.93 feet; thence South 45°16'02" East, a distance of 36.75 feet to a point; thence South 44°41'42" West, a distance of 26.40 to the low water mark of the Willamette River (Elevation 4.20 feet, NAVD 29); thence North 41°25'18" West along said low water mark a distance of 36.92 feet to the point of beginning.
Contains 926 Sq. Ft.

321 S.W. 4th, 4th Floor • Portland, Oregon 97204
(503) 228-3848
E-mail: csa@integraonline.com
FAX (503) 228-0475

Submerged Land
Survey

AAC001764

AAC001765

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

September 22, 2004

Carol Keddy
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Carol:

This will confirm our discussion of September 15, 2004. As I indicated, you have the authority of Marine Finance and WB Oregon, Inc. to contact and deal directly with the Oregon Department of Transportation and Portland &Western Railroad concerning the property at 8444 NW St. Helens Road. I would appreciate it if you would copy me on any correspondence, and advise me of any developments.

As I indicated, I spoke to the local project manager, Mr. Jim Howell, (503) 793-2966, and Mr. Robert Hopewell, (503) 731-8502. Mr. Howell said that if your client wants to utilize the spur in its current configuration, your client will need to contact Kathy Schamp, Rail Division, ODOT, 555 13th Street NE, Suite 3, Salem, Oregon 97301-4179, and Chuck Gilbert, Portland &Western Railroad. As I understand, the railroad considered this an abandoned spur. I also have the impression that the spur was not capable of use it its present physical condition. Thus, your client should contact Portland &Western Railroad first to determine what the railroad requires to resurrect the spur. If I can be of any other assistance, please advise.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

GTC:cmf

Advanced American Construction, Inc.

415 S. McLoughlin Boulevard • Post Office Box 1830 • Oregon City, Oregon 97045
Phone: 503 650-8207 • Fax: 503 650-8230 • Website: www.aadiving.com

October 1, 2004

Ms. Kathy Schamp
Rail Program Analyst
Oregon Department of Transportation - Rail Division
555 13th Street NE, Ste. 3
Salem, OR 97301-4179

Dear Ms. Schamp:

I am enclosing our application and a check for $200.00 for a private road crossing for the property we hope to purchase at 8444 N.W. St. Helens Road, Portland, Oregon, 97231. The application requests two (2) crossing. One at the north end of the property is an existing crossing in the name of Marine Finance Corporation, the seller. Hopefully, this can be a transfer.

The application also requests a second crossing at the southern end, approximately 900' from the existing crossing. This would be a new crossing. The property is long and narrow. Access and development is challenged by the bisection of the railroad, east from west, and the St. Johns Bridge right-of-way, north to south. The new crossing will allow usage of the long, narrow strip of property between the highway and the railroad tracks, as well as access to and around the whole site.

If you have any questions, please call.

Sincerely,

Scott A. Burgess
General Manager

Enclosure

Oregon Department of Transportation
RAIL DIVISION
555 13th Street NE Suite 3
Salem Oregon 97301-4179
Tele: (503) 986-4230
FAX (503) 986-3183

PRIVATE ROAD CROSSING APPLICATION

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS ATTACH A LEGAL DESCRIPTION OF YOUR PROPERTY TO BE SERVED BY THE CROSSING

NAME			
Advanced American Construction Properties, LLC			
ADDRESS 415 S. McLoughlin Blvd. (P.O. Box 1630)	CITY Oregon City	STATE OR	ZIPCODE 97045
CONTACT PERSON	TELEPHONE (503) 650 8207	FAX (503) 650 8230	

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☐ CORPORATION: OR STATE ~~INCORPORATED~~
☒ ~~Limited Liability Company~~

NAMES OF OFFICERS, PARTNERS OR PROPRIETOR
DeBurch, Mike Johns, Jeff Harper, Grayson Hart, Tim Nelson

BILLING ADDRESS IF DIFFERENT FROM ABOVE
P.O. Box 1630 Oregon City, OR 97045

TYPE OF ROAD CROSSING:

☐ PRIVATE FARM CROSSING ☒ PRIVATE COMMERCIAL CROSSING ☐ CONTRACTOR'S CROSSING
☐ PEDESTRIAN OVERPASS ☐ PEDESTRIAN UNDERPASS ☐ OTHER
☐ EXISTING CROSSING ☐ NEW INSTALLATION
☐ PERMANENT USE ☐ TEMPORARY USE FOR ____ MOS. ____ RELOCATION

CROSSING WILL BE USED TO ACCESS
Marine construction business of Advanced American Construction

NAME OF PROPERTY OWNER TO BE SERVED BY CROSSING
Advanced American Construction Properties, LLC

ADDRESS IF DIFFERENT FROM ABOVE
8444 N.W. St. Helens Road, Portland, OR 97231

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

NAMES(S) OF PREVIOUS USERS OF CROSSING
Marine Finance Corporation

CROSSING IS CURRENTLY COVERED BY LICENSE AGREEMENT NUMBER	DATED	WITH
5A-PR/PC-01090/5.83	9/29/04	Portland & Western Railroad ODOT

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

HOW IS PROPERTY CURRENTLY ACCESSED
Shared private road crossing at northernmost end of the property; approx. 1200' long.

WHY WAS ACCESS TO PROPERTY NOT OBTAINED FROM PREVIOUS OWNER An additional crossing is requested to maximize the use of property bisected N&S by the St. Johns Bridge r-o-w and E&W by the railroad

DESIRED CROSSING WILL BE approx. 900 FEET ☐ NORTH ☒ SOUTH ☐ EAST ☐ WEST

OF NEAREST ____ ☐ PUBLIC ☒ PRIVATE ROAD CROSSING

TRACK IS IN ____ -FT CUT/FILL NUMBER OF TRACKS CROSSED 1set TRACK IS ON ☒ STRAIGHT ☐ CURVE

SIGNATURE Mark D Burch DATE 9/30/04

FOR RAILROAD USE ONLY

RAILROAD MILEPOST	RAILROAD DISTRICT	AAR/DOT NUMBER	ASST. V.P. ENGINEERING RECEIVED DATE

WIDTH OF CROSSING	WIDTH OF RR RIGHT OF WAY	CROSSING SURFACE	FLAGGING PROTECTION REQUIRED	LOCKED GATES REQUIRED AT R/W LINES
			☐ YES ☐ NO	☐ YES ☐ NO

SPECIAL PROVISIONS	ESTIMATED COST (ATTACH MATERIAL & FORCE ACCOUNT ESTIMATE)	
WORK TO BE PERFORMED BY RAILROAD	ANNUAL MAINTENANCE FEE	ANNUAL SIGNAL MAINTENANCE FEE

SUBMITTED BY ____ DATE ____ TITLE ____

735-9205(7-99)

JBL&K
RISK SERVICES

SINCE 1870
JEWETT, BARTON, LEAVY & KERN, INC.

220 NW Second Avenue
Suite 800
Portland, OR 97209
Fax (503)274-0323
Phone (503)222-1831
www.jblk.com

John Stott- Direct dial-503-219-3243
Toll free 800-654-5565
Cell (b) (6)
Email Address: jstott@jblk.com

September 21, 2004

Kathy Schamp
Rail Program Analyst
Oregon Department of Transportation
Rail Division
555 13th Street NE
Suite 3
Salem, Oregon 97301-4179

COPY

RE: Advanced American Construction, ODOT Permit N0. 5A-PR/PC-01090/5.83

Dear Kathy,

Pursuant to our discussion today, please be advised that Advanced American Construction will obtain, from an insurance carrier acceptable to the State of Oregon, the required Railroad Protective Policy to protect the interests of The Oregon Department of Transportation and Portland and Western Railroad at the required limits of coverage. We will be in a position to bind coverage at the time the crossing permit is issued.

Thank you for your help and please call with any questions.

Regards,

John Stott
Vice President

CC: Scott Burgess, Advanced American Construction
Ed Trompke, Jordan and Schrader

RECEIVED
SEP 2 2 2004
JORDAN SCHRADER
ATTORNEYS AT LAW

Kathy Schamp
Rail Program Analyst
Rail Division

Oregon
DEPARTMENT OF
TRANSPORTATION

555 13th Street NE, Suite 3
Salem, Oregon 97301-4179
503-986-4230
Fax: 503-986-3183
kathy.schamp@odot.state.or.us

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Oregon
Theodore R. Kulongoski, Governor

Department of Transportation
Rail Division
555-13th Street NE-Suite 3
Salem, OR 97301-4179
Telephone 503-986-4321
FAX 503-986-3183
TTY 503-986-3416

9/31 ord Amb
FOR YOUR INFORMATION
JORDAN SCHRADER

AUGUST 27, 2004

File Code:

EDWARD H TROMPKE
JORDAN SCHRADER
ATTORNEYS AT LAW
PO BOX 230669
PORTLAND OR 97281

RE: TRANSFER OF PRIVATE CROSSING AGREEMENT; MARINE FINANCE CORPORATION
ODOT Permit No. 5A-PR/PC-01090/5.83

Dear Mr. Trompke:

Thank you for contacting ODOT Rail regarding the property sale and request to transfer the private crossing agreement held by Marine Finance Corporation. I have enclosed the following documents for your review:

1. Private Crossing application and instruction forms. Please review, complete and return the private crossing application form. The Portland & Western Railroad will require a maintenance agreement for the crossing in addition to our agreements. This agreement is between the railroad and applicant. Please contact Chuck Gilbert at (503) 365-7717 ext. 109.

When the application is complete, return it to me at the address above. Please note the liability insurance requirement for private crossing agreement. If you have any questions, please contact me at the number listed below.

Sincerely,

Kathy Schamp

Kathy Schamp
Rail Program Analyst
ODOT Rail Division
(503) 986-4230

Enclosures

cc: Chuck Gilbert, Portland & Western Railroad (w/o enclosures)

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SEP 0 3 2004

Oregon
Theodore R. Kulongoski, Governor

Department of Transportation
Rail Division
555-13th Street NE-Suite 3
Salem, OR 97301-4179
Telephone 503-986-4321
FAX 503-986-3183
TTY 503-986-3416

File Code:

To enhance highway-rail grade crossing safety, the State of Oregon, Department of Transportation Rail Division, endorses the concept of reducing the number of at-grade crossings, both public and private, through consolidation, elimination, grade separation and restriction of the number of new crossings installed. Because of safety concerns, every effort must be made to obtain alternative access to property adjacent to the railroad. Parallel or other roads leading to existing crossings and access from other directions must first be considered. In making an application, the applicant understands and agrees that if permission for the private crossing is granted:

1. Complete the application in its entirety. Mail one copy of the application and construction plans, along with a check for $200 to: Oregon Department of Transportation, Rail Division, 555 13th St NE, Ste. 3, Salem, Oregon 97301-4179. Mail the other application, along with construction plans and a nonrefundable payment of $450.00 (made payable to Portland & Western Railroad, Inc.) to the railroad at: 650 Hawthorne Ave. SE., Ste 220, Salem, Oregon 97301. Failure to complete the application in full may delay processing. **Please allow a minimum of 30 days for processing crossing requests.**

2. All construction work for new private crossings from end of tie to end of tie within the track area must be performed by Portland & Western Railroad or its contractors at applicant's sole expense.

3. All grading and drainage work on roadway approaches, and all maintenance work, will be the responsibility of the Portland & Western Railroad or its contractors at applicant's sole expense.

4. All relocation of utilities due to construction of a new private crossing (if any) is at applicant's sole expense.

5. Any current or future warning devices required for the crossing (passive or active) will be installed and maintained by Portland & Western Railroad or its contractors at applicant's sole expense.

6. All liability for accidents or injuries which arise as a result of the construction, maintenance and use of the crossing is assumed by applicant.

7. A current certificate evidencing insurance coverage indemnifying the State of Oregon, Department of Transportation, and the Portland & Western Railroad, Inc., in the following amounts is required:

   A. Individual and residential private crossings and encroachments: General Public Liability providing $500,000 for each occurrence and general aggregate limit of $500,000; Automobile Public Liability providing $500,000 for each occurrence.
   B. Small commercial private crossings and encroachments: General Public Liability providing $1 million for each occurrence and general aggregate limit of $2 million; Automobile Public Liability providing $1 million for each occurrence; Worker's Compensation covering the statutory liability determined by state law.
   C. Large commercial, industrial, and contractors private crossings and encroachments: General Public Liability providing $2 million for each occurrence and general aggregate limit of $4 million; Automobile Public Liability providing $2 million for each occurrence; Worker's Compensation covering the statutory liability determined by state law; Railroad Protective Liability providing $2 million for each occurrence and aggregate limit of $6 million.

   This insurance is available through the Portland & Western Railroad. You may contact them at (503) 365-7717 x109 for further information.

8. Before any construction begins on a new private crossing, applicant must enter into written agreement with Portland & Western Railroad, Inc., and make payment to Portland & Western Railroad, Inc., for the estimated cost of construction work and all required engineering review and license fees.

9. Before performing any work on State of Oregon property, applicant will contact the Rail Division at (503) 986-4230 and the Portland & Western Railroad at (503) 365-7717 x109 to schedule construction.

Oregon Department of Transportation
RAIL DIVISION
555 13th Street NE Suite 3
Salem Oregon 97301-4179
Tele: (503) 986-4230
FAX (503) 986-3183

PRIVATE ROAD CROSSING APPLICATION

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS ATTACH A LEGAL DESCRIPTION OF YOUR PROPERTY TO BE SERVED BY THE CROSSING

NAME			
ADDRESS	CITY	STATE	ZIPCODE
CONTACT PERSON	TELEPHONE	FAX	

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☐ CORPORATION: _____ STATE INCORPORATED

NAMES OF OFFICERS, PARTNERS OR PROPRIETOR

BILLING ADDRESS IF DIFFERENT FROM ABOVE

TYPE OF ROAD CROSSING:

☐ PRIVATE FARM CROSSING ☐ PRIVATE COMMERCIAL CROSSING ☐ CONTRACTOR'S CROSSING
☐ PEDESTRIAN OVERPASS ☐ PEDESTRIAN UNDERPASS ☐ OTHER
☐ EXISTING CROSSING ☐ NEW INSTALLATION
☐ PERMANENT USE ☐ TEMPORARY USE FOR ____ MOS. _____ RELOCATION

CROSSING WILL BE USED TO ACCESS

NAME OF PROPERTY OWNER TO BE SERVED BY CROSSING

ADDRESS IF DIFFERENT FROM ABOVE

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

NAMES(S) OF PREVIOUS USERS OF CROSSING

CROSSING IS CURRENTLY COVERED BY LICENSE AGREEMENT NUMBER	DATED	WITH

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

HOW IS PROPERTY CURRENTLY ACCESSED

WHY WAS ACCESS TO PROPERTY NOT OBTAINED FROM PREVIOUS OWNER

DESIRED CROSSING WILL BE _____ FEET ☐ NORTH ☐ SOUTH ☐ EAST ☐ WEST

OF NEAREST _____ ☐ PUBLIC ☐ PRIVATE ROAD CROSSING

TRACK IS IN _____-FT CUT/FILL NUMBER OF TRACKS CROSSED _____ TRACK IS ON ☐ STRAIGHT ☐ CURVE

SIGNATURE _____ DATE _____

FOR RAILROAD USE ONLY

RAILROAD MILEPOST	RAILROAD DISTRICT	AAR/DOT NUMBER	ASST. V.P. ENGINEERING RECEIVED DATE

WIDTH OF CROSSING	WIDTH OF RR RIGHT OF WAY	CROSSING SURFACE	FLAGGING PROTECTION REQUIRED	LOCKED GATES REQUIRED AT R/W LINES
			☐ YES ☐ NO	☐ YES ☐ NO

SPECIAL PROVISIONS	ESTIMATED COST (ATTACH MATERIAL & FORCE ACCOUNT ESTIMATE)	
WORK TO BE PERFORMED BY RAILROAD	ANNUAL MAINTENANCE FEE	ANNUAL SIGNAL MAINTENANCE FEE

SUBMITTED BY _____ DATE _____ TITLE _____

736-9205(7-99)

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DOCUMENT ROUTING REQUEST

LA Initials CLK Date Received 9/3/04

Client Name Adv Cmes N° _____

Matter Name Marine Insurance N° 32933

LEGAL ASSISTANT ACTION TAKEN

☐ Calendar? Date Calendared for Action _____

☐ **ROUTE TO** *(No Copies Needed)* _____ _____ _____

☐ **COPY AND ROUTE AS FOLLOWS** ☐ **RUSH**

☑ Copy to Client? Attention DeBurch / Scott Burgess

☐ Copy to Other? _____

☑ Working Copy to EAT

Office Assistant Initials _____

Route Original to _____ _____ _____ _____

Note to Attorney _____

Note to Legal Assistant _____

AFTER ATTORNEY'S REVIEW - RETURN TO LEGAL ASSISTANT

Lease No. 3517 **Relmis: 5A-5.83**

PRIVATE CROSSING MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 29th day of April, 2004, by and between **PORTLAND & WESTERN RAILROAD, INC.**, a New York corporation ("Railroad"), and **MARINE FINANCE CORPORATION**, a Oregon Corporation, whose address is 721 SW Oak St. 2nd Fl., Portland, Oregon 97205 ("Permittee");

RECITALS:

A. Permittee has applied to the State of Oregon, Department of Transportation, Rail Division (herein referred to as "State")and Railroad, for a private crossing permit to occupy and perform certain operations (which are described in such permit) on, over and across a certain rail line corridor owned by the State.

B. The State's ownership of such rail line corridor is subject to a permanent and exclusive rail service easement owned by Railroad, its successors and assigns, which easement allows Railroad to enter and remain on the rail corridor to operate and/or develop rail service over, or construct, maintain, replace or lawfully remove any rail facilities (including bridges, embankments, culverts, ditches, road crossings, signal systems and maintenance roadways) that now, or in the future, are present in the rail corridor.

C. By virtue of the Railroad's easement, State may not enter into any agreement or encumbrance relating to such rail line corridor that materially interferes with Railroad's rights, and Railroad may prevent any access that would more than insignificantly increase Railroad's liability risk or interfere with Railroad's rail operation, construction or maintenance activities. Accordingly, the State must obtain Railroad's consent before entering into any agreement providing access to another party, including Permittee's requested operations.

D. As a condition of Railroad's consent, Railroad requires that Permittee enter into this Maintenance Agreement.

WITNESSETH:

1. Subject to the terms of this Agreement, Railroad hereby consents to the State's grant of a permit to Permittee to construct, reconstruct, maintain and operate private crossing (herein called "structure"), at or near Gasco Station, County of Multnomah, State of Oregon, in the location shown on the attached Permit Number 5A-PR/PC-01090-5.83 (herein called "premises").

Permittee's rights and use of the premises shall at all times be subject and subordinate to the prior and continuing rights and interests of the Railroad, its successors and assigns, as described above.

Railroad reserves the right, at any time that Railroad deems it necessary, to require Permittee, and Permittee agrees and shall, at Permittee's expense, reconstruct, alter or change the location of the structure as may be necessary to conform to the Railroad's operations.

2. Permittee shall bear the entire cost of constructing, reconstructing, maintaining and operating the structure on the premises, including maintenance of any signal warning system. Permittee shall reimburse Railroad for all cost and expense to Railroad in furnishing any materials or performing any labor in connection with such work, including, but not limited to, installation of falsework and other protection beneath or along Railroad's tracks, and furnishing such watchmen, flagmen and inspectors as Railroad deems necessary.

3. The structure shall be constructed, reconstructed and maintained in accordance with plans approved by Railroad. Approval by Railroad shall not constitute a warranty by Railroad that such plans conform with federal, state and/or local codes and regulations applicable thereto. All work upon or in connection with the structure shall be done to Railroad's satisfaction at such times and in such manner as not to interfere with Railroad's operations. In the construction, reconstruction and maintenance of the structure, Permittee shall keep the premises in a neat and safe condition, failing which Railroad may do so at Permittee's expense. If required by Railroad in its use of the premises, Permittee shall reconstruct, relocate or alter the structure. Except in emergencies, Permittee shall give Railroad five (5) days' written notice of the day and hour it proposes to do any work on the structure.

4. Permittee agrees to and shall indemnify and hold harmless Railroad, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind (including reasonable attorneys' fees, court costs and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Permittee, its subcontractors, agents or employees under this Agreement. It is the express intention of the parties hereto, both Permittee and Railroad, that the indemnity provided for in this section indemnifies Railroad for the negligence of each, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage; provided that said indemnity shall not protect Railroad from liability for death, injury or damage arising solely from the criminal actions of Railroad, its officers, agents and employees.

5. If Permittee makes default in respect to any covenant or condition on Permittee's part hereunder and fails to correct such default within thirty (30) days' after receipt of notice from Railroad so to do, Railroad may forthwith terminate this Agreement by notice to Permittee. Permittee shall there upon remove the structure and appurtenances to Railroad's satisfaction, failing which Railroad may arrange to do so

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at Permittee's expense

6. Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and waste and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Permittee's use, presence, operations or exercise of the rights granted hereunder, Permittee shall immediately notify Railroad and shall, at Permittee's expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, the State or any third persons to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean the premises; if Railroad elects to do so, Permittee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor. Permittee agrees to release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Permittee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

7. No work on the premises shall be commenced by any contractor for Permittee until such contractor has been approved by Railroad and such contractor has entered into Railroad's standard Contractor's Right of Entry agreement covering such work. Railroad reserves the right to perform any work on or near its track structure to insure safe operations of its trains.

8. This Agreement is not assignable, in whole or in part, by Permittee without Railroad's prior written. The term "Railroad" as used in this Agreement shall include Railroad's successors, assigns and affiliated companies, and any other railroad company operating upon the tracks.

9. Permittee shall pay in full all persons who perform labor on said premises for Permittee, and will not suffer any mechanics' or materialmen's liens to be enforced against the premises for work done or materials furnished at Permittee's insistence or request. If any such liens are filed thereon, Permittee agrees to remove the same at Permittee's own cost and expense and to pay any judgment which may be entered thereon or thereunder. Should Permittee fail, neglect or refuse so to do, Railroad shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Permittee shall be liable to Railroad for all costs, damages, and reasonable attorney fees, and any amounts expended in defending any proceedings or in the payment of

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any said liens or any judgment obtained therefore.

10. It is the intention of the parties that the State is a third party beneficiary of this Agreement.

11. Upon execution hereof, Permittee shall pay Railroad a nonrefundable, one-time fee of Fifteen Hundred and No/100 Dollars (1,500.00) to defray cost of handling.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first hereinabove written.

RAILROAD:

By:_____

Its:_____

PERMITTEE:

By:_____

Its: 5/4/07

AAC001780

PERMIT NO. 5A-PR/PC-01090/5.83

OREGON DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
PRIVATE CROSSING PERMIT

This Agreement, made by and between the **STATE OF OREGON,** acting by and through its **Department of Transportation**, hereinafter called "ODOT," Portland & Western Railroad, Inc., a New York corporation (hereinafter referred to as "Railroad") and Marine Finance Corporation, an Oregon Corporation, hereinafter called "Permittee."

ODOT hereby permits Permittee, subject to the provisions herein, to construct, maintain and use a private roadway across the tracks and upon property of ODOT at milepost 5.83, at Gasco, Multnomah County, Oregon, (herein the "roadway," premises" or "property).

DEFINITIONS

The word "Railroad," as used in this agreement, shall be construed to include the Portland & Western Railroad, Inc., the successors, assigns and affiliated companies, and any other railroad company that may be lawfully operating upon and over the tracks crossing said roadway, and the officers and employees thereof.

USE AND OCCUPANCY

The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of ODOT or Railroad. ODOT makes no warranties of good title regarding the roadway. **It is understood and agreed that said roadway shall be a private one and not intended for public use.** If this is a multiple-use, all users will be required to obtain a private crossing permit, and all required construction and/or maintenance work, and any associated costs, shall be shared by all Permittees of this crossing on an equal basis.

Permittee, at Permittee's expense, shall construct and maintain said roadway in a good and safe condition acceptable to ODOT and Railroad. Permittee shall keep said roadway and the flangeways of the tracks thereon free and clear of all rubbish, debris and any other materials. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Permittee at such locations and in such form as may be designated by ODOT and the Railroad. Permittee shall not perform any work, construction or repair on said roadway (except emergency repairs) unless ODOT and Railroad are given five (5) days' advance notice thereof and the approval of ODOT and Railroad for such work is obtained in writing. Permittee agrees to reimburse ODOT or Railroad for all cost and expense incurred by ODOT or Railroad in connection with the construction, maintenance and removal of said roadway and said signs.

Permittee, at Permittee's expense, shall install and maintain in good repair a gate(s) and/or barricade(s) between public roadway side and railroad side of closest track as required by ODOT or Railroad in connection with the construction and use of said roadway. Permittee shall keep said gates and/or barricades closed and securely locked at all times, except when said roadway is actually being used.

All vehicles shall come to a complete stop before crossing the tracks at the above location, and shall not proceed across said tracks until it has been ascertained that it is safe to do so. Permittee shall not obstruct or interfere with the passage of Railroad's trains.

Permittee shall pay for all materials joined or affixed to said property and for all labor performed upon said property, at Permittee's instance or request, and Permittee shall not permit or suffer any mechanics' liens or material men's liens of any kind for nature to be enforced against the property or ODOT for any such work done or materials joined or affixed thereto.

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FEES

There is no fee to ODOT at this time. Any assessments or costs required by the Railroad are separate and not a part of this agreement.

HAZARDOUS MATERIALS

Permittee shall not cause, permit or suffer any "hazardous material," as defined in ORS 466.005, to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated or used upon, about or underneath the premises or any portion thereof by Permittee, its agents, employees, contractors, or invitees, or any other person. However, Permittee shall have the right to use such materials to the extent necessary for Permittee's operations, and such incidental use shall be in accordance with all applicable laws.

SUBSURFACE INSTALLATIONS

Absence of markers does not constitute a warranty by ODOT of no subsurface installations. Permittee shall be liable for any damage caused to subsurface installations.

ADVERTISING SIGNS

No advertising signs, displays or devices may be erected on premises except for markings or signs that Permittee is required to install in order to comply with legal requirements.

LIABILITY

Permittee shall fully release, indemnify and hold harmless and defend the ODOT, its Commissioners, officers, employees and contractors (all referred to collectively as "ODOT"), and the Railroad, its officers, employees and contractors (all referred to collectively as "Railroad") from and against all liability, cost, and expense for loss of or damage to property, and for injury to or death of any person (including, but not limited to, the property and employees of each party hereto) when arising or resulting from:

(a) the use of the Premises by Permittee, it agents, employees, invitees, or licensees, except if caused by the negligent acts or omissions of ODOT, Railroad or their respective employees or agents;
(b) breach of any of the provisions of this permit by Permittee, except if caused by the negligent acts or omissions of the ODOT, Railroad or their respective employees or agents; or
(c) violation of Permittee's acts or omissions of any state or federal law regarding the presence of Hazardous Materials on the Premises, as that term is defined in ORS 466.005.

INSURANCE

Permittee shall, at all times during the term of this permit, at his own expense, maintain, keep in effect, furnish and deliver to ODOT, liability insurance policies insuring ODOT, Railroad and Permittee against all liability for damages to persons and property in or about said property arising from any claim, loss or liability. The amount of said liability shall not be less than $1,000,000 for injury to one person, $2,000,000 for any number of claims arising out of any one accident or occurrence, and not less than $1,000,000 for property damaged. Said insurance coverage may be furnished on Permittee's customary blanket policies.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Permittee or its insurer(s) to the State of Oregon, Department of Transportation, and Railroad. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, the Department of Transportation and its divisions, officers and employees.

LEGAL FEES

In case ODOT and/or Railroad shall successfully bring suit to compel performance of, or to recover for breach of, any covenant or condition hereunder, Permittee shall pay to ODOT and/or Railroad reasonable attorney fees in addition to the amount of judgement and costs.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party by giving thirty (30) days' notice to that effect to the other party. If Permittee makes default in respect to any covenant or condition on Permittee's part hereunder, ODOT may terminate this agreement by notice to Permittee. Upon termination of this agreement, the permission herein granted shall cease and determine, and Permittee, at Permittee's expense, shall remove said roadway, leaving ODOT property and Railroad's track area in a neat, safe and clean condition. If Permittee fails to leave property in such condition as described above, ODOT or Railroad may perform such work at expense of Permittee.

ASSIGNMENT

This agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned by Permittee.

NOTICES

The State (for notice is):

Rail Division Administrator
ODOT Rail Division
555 13th Street NE Ste 3
Salem OR 97301-4179

The Permittee (for notice is)

Gordon Carey Jr.
721 SW Oak St. 2nd Fl.
Portland OR 97205

Any notice required or permitted to be given under this permit shall be delivered to the address shown above by registered or certified mail (postage prepaid) or by overnight courier. Either party has the right to change the above address, or to add additional addressees, by delivery of written notice to the other party.

Any notice delivered by one party to the other is effective, and deemed to be delivered, upon receipt by the addressee.

COMPLETE AGREEMENT

This contract constitutes the entire contract between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Permittee, by the signature below, hereby acknowledges reading this contract, understanding it, and agreeing to be bound by its terms and conditions.

APPROVALS

By: Lorna Youngs
Lorna C. Youngs, Interim Rail Division Administrator
Date April 27, 2004

By _____
Portland & Western Railroad, Inc.
Date _____

By _____
Title Registered Agent
Date 5/04/04

Business Registry Business Name Search

New Search

Business Entity Data

08-16-2004
11:01

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
470974-80	FBC	ACT	NEW YORK	08-04-1995		
Entity Name	PORTLAND & WESTERN RAILROAD, INC.					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	650 HAWTHORNE AVE SE STE 220					
Addr 2						
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT			Start Date	06-19-2002	Resign Date	
Name	LARRY	L	PHIPPS					
Addr 1	650 HAWTHORNE AVE SE STE 220							
Addr 2								
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS				
Addr 1	650 HAWTHORNE AVE SE STE 220					
Addr 2						
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				
Name	LARRY	L	PHIPPS			
Addr 1	650 HAWTHORNE AVE SE STE 220					
Addr 2						
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA

Type	SEC	SECRETARY				
Name	ALAN	R	HARRIS			
Addr 1	1200-C SCOTTSVILLE RD SUITE 200					
Addr 2						
CSZ	ROCHESTER	NY	14624		Country	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name	Name	Start Date	End Date

AAC001784

	Type	Status		
PORTLAND & WESTERN RAILROAD, INC.	EN	CUR	08-04-1995	

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
07-14-2004	ANNUAL REPORT PAYMENT	07-14-2004		SYS		
07-14-2003	ANNUAL REPORT PAYMENT	07-14-2003		SYS		
07-23-2002	ANNUAL REPORT PAYMENT	07-23-2002		SYS		
06-19-2002	CHANGE OF REGISTERED AGENT/ADDRESS	06-19-2002		FI	Agent	
06-19-2002	AMENDMENT TO ANNUAL REPORT	06-19-2002		FI		
08-14-2001	ANNUAL REPORT PAYMENT	08-14-2001		SYS		
08-10-2001	NOTICE LATE ANNUAL	08-10-2001		SYS		
03-13-2001	CHANGE OF REGISTERED AGENT/ADDRESS	03-13-2001		FI	Agent	
09-12-2000	AMENDED RENEWAL	09-12-2000		FI		
08-11-2000	NOTICE	08-14-2000		SYS		
08-10-1999	CHANGED RENEWAL	08-10-1999		FI		
08-05-1999	STRAIGHT RENEWAL	08-02-1999		FI		
07-15-1998	STRAIGHT RENEWAL	07-15-1998		FI		
11-20-1997	AGENT/AUTH REP CHNG	11-20-1997		FI		
11-20-1997	CORRECTION OF ANNUAL	11-20-1997		FI		
07-28-1997	STRAIGHT RENEWAL	07-14-1997		FI		
09-26-1996	AGENT/AUTH REP CHNG	09-26-1996		FI		
09-26-1996	CORRECTION OF ANNUAL	09-26-1996		FI		
08-07-1996	STRAIGHT RENEWAL	07-30-1996		FI		
08-04-1995	NEW FILING	08-04-1995		FI		

AAC001785

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ODOT Permit
(Crossing under St. John's bridge)

AAC001787

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

September 22, 2004

Carol Keddy
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Carol:

This will confirm our discussion of September 15, 2004. As I indicated, you have the authority of Marine Finance and WB Oregon, Inc. to contact and deal directly with the Oregon Department of Transportation and Portland &Western Railroad concerning the property at 8444 NW St. Helens Road. I would appreciate it if you would copy me on any correspondence, and advise me of any developments.

As I indicated, I spoke to the local project manager, Mr. Jim Howell, (503) 793-2966, and Mr. Robert Hopewell, (503) 731-8502. Mr. Howell said that if your client wants to utilize the spur in its current configuration, your client will need to contact Kathy Schamp, Rail Division, ODOT, 555 13th Street NE, Suite 3, Salem, Oregon 97301-4179, and Chuck Gilbert, Portland &Western Railroad. As I understand, the railroad considered this an abandoned spur. I also have the impression that the spur was not capable of use it its present physical condition. Thus, your client should contact Portland &Western Railroad first to determine what the railroad requires to resurrect the spur. If I can be of any other assistance, please advise.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

GTC:cmf

APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER: 2BM36817

CLASS: | KEY#:

GENERAL LOCATION

HIGHWAY NAME AND ROUTE NUMBER: NE Portland Highway (US30 By-Pass) Under St John's Bridge

HIGHWAY NUMBER: 123

COUNTY: 26 = MULTNOMAH

BETWEEN OR NEAR LANDMARKS: Under West end of the St. John's Bridge

HWY. REFERENCE MAP: Straight Line

DESIGNATED FREEWAY: ☐ YES ☒ NO

IN U.S. FOREST: ☐ YES ☒ NO

PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)

☐ POLE LINE — TYPE — MIN. VERT. CLEARANCE

☐ BURIED CABLE — TYPE

☐ PIPE LINE — TYPE

☐ NON-COMMERCIAL SIGN — FEE AMOUNT

☒ MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW

APPLICANT NAME AND ADDRESS:
Marine Finance Corporation
C/o Gordon T. Carey, Jr.
Attorney at Law
721 SW Oak Street, Second Floor
Portland, Or 97205

BOND REQUIRED: ☐ YES ☒ NO — REFERENCE: OAR 734-55 035(2) — AMOUNT OF BOND: $0.00

INSURANCE REQUIRED: ☒ YES ☐ NO — REFERENCE: OAR 734-55 035(1) — SPECIFIED COMP. DATE: 07/22/03

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO MILE POINT	ENGINEERS STATION	TO ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM CENTER OF PVMT	DISTANCE FROM R/W LINE	BURIED CABLE OR PIPE DEPTH/VERT.	BURIED CABLE OR PIPE SIZE AND KIND	SPAN LENGTH
0.617	0.628	35+65	35+05	North & South	Var	Var			
0.659	0.668	33+45	32+95	North & South	Var	Var			

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

Temporary Use of ODOT Property

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

TRAFFIC CONTROL REQUIRED: ◆ ☐ YES [OAR 734-55-025(6)] ☒ NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? ◆ ☐ YES [OAR 734-55-100(2)] ☒ NO (OAR 734-55-100(1))

- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: _____ OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: _____ SPECIFY TIME AND DATE IN THE SPACE BELOW.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ ORS 757.54 TO 757.571 REQUIRES EXCAVATORS TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. YOU MAY BE HELD LIABLE FOR DAMAGES. CALL FOR UTILITY LOCATES. *CALL BEFORE YOU DIG. 1-800-332-2344*

COMMENTS - ODOT USE ONLY

The Attached Special Provisions Shall Become a Part of This Permit.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE		TITLE	DATE
X			
APPLICANT SIGNATURE	APPLICATION DATE	TITLE	TELEPHONE NO.
X Marine Finance Corp	9/5/03	Attorney	(503) 222-1415
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached; and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		DISTRICT MANAGER OR REPRESENTATIVE	APPROVAL DATE
X		X	9/22/03

734-3457(5-03)

AAC001789

"SPECIAL PROVISIONS"
Marine Finance Corporation
C/o Gordon T. Carey, Jr.
Attorney at Law
Miscellaneous Permit
Highway 123 (Underneath St John's Br)
M.P. 0.619 to 0.628 and 0.659 to 0.668

2BM36817

1) This permit authorizes Marine Finance Corporation permission to cross underneath the St. John's Bridge at two locations for **crossing purposes only**, for the purpose of accessing the Marine Finance Corporation properties on either side of the bridge (north side tax lots 1N1W11 500 and 1N1W11 600, and south of the bridge tax lot 1N1W11DA 500). No other uses of state or ODOT owned property, in this general location, will be allowed as part of this permit. The crossing locations are on either side of the existing railroad tracks, between the Willamette River and the Railroad right of way, and between the railroad right of way to the lateral support of US30 Highway. Both of these areas are also being used by the contractors contracted for the St John's Bridge project and will continue to do so until project completion.

2) It is the responsibility of the permittee to protect and maintain any/all existing state, railroad or ODOT owned facilities to include but not limited to bridge columns, bridge supports, storm drainage facilities, lateral support of the highway and railroad and guardrail. Any damages cause as a direct result of this permit allowance will be immediately repaired to the satisfaction of ODOT. If said repairs are not made within 30 days from the date of a written notice, ODOT will repair said damages at the expense of the permittee.

3) Permittee will defend, indemnify, and hold ODOT harmless from any claim of damage or injury to an abutting landowner, tenant, permittee, license, motorist, cyclist, pedestrian or any other person damaged or injured or claiming to be damaged or injured arising from the existence or operation of the permitted facility, its failure, or the failure to maintain it, including injury or damage from objects falling from the bridge.

4) This permit may be revoked at any time without cause on 30-day notice. **This permit is not transferable.** A change in ownership of any of the tax lots requires a new permit. So long as the permit remains in effect, however, ODOT is allowed to cross over permittee's tax lots 1N1W11 500 and 1N1W11 600 for bridge inspections and maintenance activities.

Permittee's Signature: _____

Date of Signature: 9-17-03

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/13/03

PRODUCER
Aon Client Services
Aon Risk Services of Texas, Inc.
2711 North Haskell Ave., Lock Box 9
Dallas TX 75204 USA

PHONE (866) 733-5747 FAX (866) 732-7545

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
MARINE FINANCE CORP
%Gordon T. Carey, Jr.
721 WS Oak Street, Second Floor
Portland OR 97205 USA

INSURER A: St Paul Surplus Lines Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES This Certificate is not intended to reflect all insurance, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	SF05524029	04/25/03	04/25/04	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY	03-04 General Liability			FIRE DAMAGE (Any one fire)	$100,000
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$1,000,000
	POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO				BODILY INJURY (Per person)	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
					AGG	
	EXCESS LIABILITY				EACH OCCURRENCE	
	OCCUR CLAIMS MADE				AGGREGATE	
	DEDUCTIBLE					
	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-POLICY LIMIT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER					

2BM36817

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is an Additional Insured under the above policy. Property location: 8444 NE St Helens Rd., Portland, OR 97231

CERTIFICATE HOLDER

State of Oregon
Permits Dept
2960 State Street
Salem OR 97301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Certificate No: 570007632618 Holder Identifier:

AAC001791

UCC Search

AAC001792

OREGON SECRETARY OF STATE

▶ Corporation Division

All Debtors Search Results

Certified Through: Wednesday 07/14/2004

Lien No Former Lien Debtor Name Address City Begin Date Secured Party Name

-- -- MARINE FINANCE CORPORATION -- -- -- --

showing above is the considered search criteria according to your input.

Select All | Clear All | Show Details

New Search

Search Result (5 records are retrieved)

RECORD No	NAME	ADDRESS	CITY	LIEN NO	TYPE	FILED	TERMINATED	EXPIRED
☑ 0001	MARINE FINANCE CORPORATION	HUNTERS POINT NAVAL SHIPYARD BLDG 367	SAN FRANCISCO	35527	UCC	06-01-1989		06-01-2009
☑ 0002	MARINE FINANCE CORPORATION	HUNTERS POINT NAVAL SHIPYARD BLDG 367	SAN FRANCISCO	52183	UCC	02-26-1990		02-26-2005
☑ 0003	MARINE FINANCE CORPORATION	HUNTERS POINT NAVAL SHIPYARD BLDG 367	SAN FRANCISCO	52184	UCC	02-26-1990		02-26-2005
☑ 0004	MARINE FINANCE CORPORATION	HUNTERS POINT NAVAL SHIPYARD BLDG 367	SAN FRANCISCO	52185	UCC	02-26-1990		02-26-2005
☑ 0005	MARINE FINANCE CORPORATION	8444 NW ST HELENS RD	PORTLAND	629218	UCC	07-31-2003		07-31-2008

Select All | Clear All | Show Details

New Search

END OF SEARCH

Top of Page

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Filing Details

Certified Through: Wednesday 07/14/2004

<<< New Search << Search Result Page

Record 1 of 5 Next Record >

Lien Information

Number	Type	Effective	Expiration	Satisfied	Amount	Former Number
35527	UCC	06-01-1989	06-01-2009			N33909

Debtor Details

Name	MARINE FINANCE CORPORATION
Address	HUNTERS POINT NAVAL SHIPYARD BLDG 367 SAN FRANCISCO, CA 94124

Associated Secured Parties

Name	Address	Filed	Assigned
NELSON TRUST	2300 SW FIRST AVE PORTLAND, OR 97201	06-01-1989	08-04-1993
CAPITAL CONSULTANTS INC AGENT	2300 SW FIRST AVE PORTLAND, OR 97201	08-04-1993	03-03-2000
520 SW YAMHILL LLC AN ORE LIMITED LIABIL	2300 SW FIRST AVE PORTLAND, OR 97201	03-03-2000	01-29-2003
PNW, LLC	85 BROAD ST NEW YORK, NY 10004	01-29-2003	

A document image is not available for online viewing/printing if the value for the image field is "No Image" or "Unavailable".
If you need a copy of the unavailable image you will need to request one from our office via a UCC-11 Search Request Form.

History

Date	Type	Reel	Assignee	Image
06-01-1989	NEW FILING	7161604		No Image
01-07-1991	AMENDMENT	7870370		No Image
08-04-1993	ASSIGNMENT	8892367		No Image
11-01-1993	AMENDMENT	8981243		No Image
12-01-1993	AMENDMENT	9011028		No Image
03-14-1994	CONTINUATION	9140600		No Image
11-04-1994	AMENDMENT	9440632		No Image
03-07-1995	AMENDMENT	9600825		No Image

04-02-1998	PARTIAL RELEASE			ViewImage
05-06-1999	CONTINUATION			ViewImage
03-03-2000	ASSIGNMENT			ViewImage
08-30-2000	PARTIAL RELEASE			ViewImage
01-18-2001	PARTIAL RELEASE			ViewImage
01-29-2003	ASSIGNMENT		PNW, LLC 85 BROAD ST NEW YORK, NY 10004	ViewImage
03-10-2004	CONTINUATION			ViewImage

<<< New Search | << Search Result Page

Record 1 of 5 Next Record >

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Submit this form and fee
$10.00 per form, except Termination

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

THIS SPACE FOR OFFICE USE ONLY
35527
4/2/98 4:44:00 PM
OR Sec. of State

UCC-3 STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to Uniform Commercial Code. This Statement is effective as a filed of the ____ day of ____, ____ unless otherwise specified. Upon lapse or termination by Debtor, the Secured Party is obligated to sign or cause preparation of this form and tendering it to the filing officer for termination. Failure to file may be liable for $100 plus damages under ORS [illegible]

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: 35527 **Date Filed:** 06/01/89

B. TYPE OF AMENDMENT

- ☐ **TERMINATION. (NO FEE)** The Secured party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- ☐ **CONTINUATION. Submitted within six months prior to expiration date.**
- ☐ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.
- ☒ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.).

  Choose one: ☐ Release of all Collateral ☒ Partial Release
- ☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. Cascade General, Inc.
2.
3.

DEBTOR MAILING ADDRESS:
5555 N. Channel Avenue Building 71
PO Box 4367
Portland, OR 97208

D. SECURED PARTY(IES) NAME AND ADDRESS

~~Nelson Trust~~ SLF
c/o Capital Consultants, Inc.
2300 SW First Avenue
Portland, OR 97201
Contact Name: Julia Campbell Phone No.: (503) 241-1200

E. ASSIGNEE NAME AND ADDRESS (if any)

Contact Name: Phone No.:

G. COLLATERAL
This area can be used in listing collateral to be Released, Amendment description, and other information.

See Exhibit A attached for amended collateral description.

All other collateral is released.

F. SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign UCC-3 Filings.**

By: _____ By: _____
Secured Party(ies) Signature

By: _____ By: _____
Debtor Signature(s) (if required)

RETURN COPY TO: (name and address). Please do not type or print outside of bracketed area. **OR, FAX COPY TO:** (name and fax number).

Charles P. Starkey, Esq.
Weiss Jensen Ellis & Howard
111 SW Fifth Avenue Suite 2300
Portland, OR 97204

Name: _____
Fax Number: _____

UCC3 (Rev. 7/95)

FORM No. UCC-3 NK
Blumenstein Law Publishing Company
Portland, OR 97204 - (503) 223-3137

AAC001796

EXHIBIT A

Debtor's currently existing claim(s), account, account receivable, contract right, choses in action, general intangibles or its right to payment for services rendered on the following vessels, including any Request for Equitable Adjustment and/or other administrative or judicial claims proceedings previously or hereafter commenced by or on behalf of Debtor, or any assignor, to collect amounts due, or claimed to be due:

CONTRACT	VESSEL
DTMA-94-92-C-204509	S/S Astral Lighting
322X525R1	U.S.N.S. Triumph
DTMA-94-92-C-209012	S.S. Northern Light
DTMA-94-92-C-209007	S/S Cape Breton
DTMA-94-92-C-209009	S/S Cape Blanco
DTCG-85-92-C-625S74	USCGC Polar Star
Dated 09/22/1992 with Utrillo Shipholding Co.	CGM Utrillo (nka American Merlin)
ARCO	S/S Arco Alaska

This UCC-3 Partial Release is not intended to waive or release Secured Party's existing security interest in all collateral which was covered by original Financing Statement #33527 and which may be owned by the Debtors thereunder other than Cascade General, Inc. (WS, Inc., HC, Inc., REH, Inc., WBM, Inc., RIR, Inc. and/or Marine Finance Corporation) or in which such other Debtors may now have or may hereafter acquire an interest.

35527
5/6/99 2:49:00 PM
OR Sec. of State

Submit this form and fee
$10.00 per form, except Termination

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310 - 1327
(503) 986 - 2200 Facsimile (503) 373 - 1166

New File No: **35527**

RENEWAL NOTICE

Secured party of record name and address:

CAPITAL CONSULTANTS INC AGENT
2300 SW FIRST AVE
PORTLAND OR 97201

This renewal statement refers to original financing statement:

Old File No: **N33909**

Expiration Date: **06/01/1999**

Number of secured parties: **2**

This notice is to inform the secured party of record the filing listed will be removed from our records on the expiration date shown, unless a continuation is filed. This filing involves a loan or other agreement with the names shown below. You have several choices in responding to this notice. You may wish to consult legal counsel or ORS Chapter 79. Please check the appropriate box below. If the filing is to be continued and the name or address has changed, check the Amendment box and the Continuation box below and list the changes in the space provided.

☐ **TERMINATION. (NO FEE).** The secured party certifies that they no longer claim interest under the financing statement bearing the file number shown above.

☒ **CONTINUATION. Submitted within six months prior to expiration date.**

☐ **ASSIGNMENT.** The secured party assigns to the assignee whose name and address is shown below and bearing the file number shown above.

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown above, the secured party releases the following: (describe in the space provided below).

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown above is amended as described in the space provided below.

Signature of debtor required in most cases.

List any Assignments, Release of collateral, or Amendments:

SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign**

By: Diane M. Campbell
By: CAPITAL CONSULTANTS, INC., agent
secured party(ies) signature(s)

By: _____
By: _____
debtor signature(s) (if required)

Number of Debtors: 10

Debtor Name(s) and Address:

HC INC
HUNTERS POINT NAVAL SHIPYARD BLDG 367
SAN FRANCISCO CA 94124

AAC001798

UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

35527
3/3/00 12:13:00 PM
OR Sec. of State

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: N33909 Date Filed: June 1, 1989

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY)

☐ **TERMINATION. (NO FEE)** The Secured party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.

☐ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.

Choose One: ☒ Full Assignment ☐ Partial Assignment

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.)

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. HC, Inc.
2. REH, Inc.
3. WS, Inc.
4. RIR, Inc.
5. WBM, Inc.
6. Marine Finance Corporation
7. Cascade General, Inc.

DEBTOR MAILING ADDRESS: **See Exhibit "A" attached hereto.**

D. SECURED PARTY(IES) NAME AND ADDRESS

Capital Consultants LLC, an Oregon limited liability company (as successor-in-interest to Capital Consultants, Inc.), Agent
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

E. ASSIGNEE(S) NAME AND ADDRESS (if any)

520 SW Yamhill, LLC, an Oregon limited liability company
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

G. AMENDMENT INFORMATION
Use this area to list collateral to be Released, Amendment description, and other information.

F. SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign** UCC-3 Filings.

Capital Consultants LLC, an Oregon limited liability company

By: _____
By: _____
Secured Party(ies) Signature

By: _____
By: _____
Debtor Signature(s) (if required)

RETURN ACKNOWLEDGEMENT LETTER TO: (Include name, address and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION NUMBER 7.) Please do not type or print outside of bracketed area.

Bryan E. Powell, Esq.
Lane Powell Spears Lubersky, LLP
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

12141-661

FEES

Make check for $10.00 payable to "Corporation Division"
No fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a seperate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENT

CU403
(Rev. 6/97)

UCC-3

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

35527
8/30/00 1:59:00 PM
OR Sec. of State

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

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A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: 35527 (old N33909) Date Filed: 06/01/89

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY).

- ☒ **TERMINATION (NO FEE).** The Secured Party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- ☐ **CONTINUATION. Submitted within six months prior to expiration date.**
- ☐ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.
  - Choose one: ☐ Full Assignment ☐ Partial Assignment
- ☒ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G)
  - Choose one: ☐ Release of all Collateral ☒ Partial Release
- ☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. Cascade General, Inc.
2. HC, Inc.
3. REH, Inc.
4. WBM, Inc.
5. RIR, Inc.
6. WS, Inc. (aka West State, Inc.)
7. Marine Finance Corporation

DEBTOR MAILING ADDRESS:
See attached Exhibit A

D. SECURED PARTY(IES) NAME AND ADDRESS

520 SW Yamhill, LLC
2300 S W First Avenue, Portland, OR 97201
Contact Name: _____ Phone No.: _____

E. ASSIGNEE NAME AND ADDRESS (If any)

Contact Name: _____ Phone No.: _____

G. AMENDMENT INFORMATION

Use this area to list collateral to be Released, Amendment description, and other information.

Secured party releases its security interest in the collateral described on the attached Exhibit B.

F. SIGNATURES. In accordance with ORS Chapter 79, **ALL SECURED PARTIES must sign** UCC-3 Filings.

By: 520 SW Yamhill, LLC
By: _____
Secured Party(ies) Signature

By: _____
Debtor Signature(s) if required

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. You may include collateral identifier limited to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

Foster Pepper & Shefelman LLP
Andrew H. Ognall
101 SW Main Street, 15th Floor
Portland, OR 97204

FEES

Make check for $10.00 payable to "Corporation Division."
No fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a seperate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR ITS ATTACHMENTS.

CU403 (Rev. 7/98)

AAC001800

EXHIBIT A

1. Mailing Address for Debtor Cascade General, Inc.:

   5555 North Channel Avenue, Building 71
   Portland, OR 97217

2. Mailing Address for Debtors HC, Inc., REH, Inc., WBM, Inc., RIR, Inc., and Marine Finance Corporation:

   Hunter's Point Naval Shipyard, Building 367
   San Francisco, CA 94124

3. Mailing address for Debtor WS, Inc. (aka West State, Inc.):

   Estate of WS, Inc.
   c/o Edward C. Hostmann, Trustee
   700 SW Taylor, Suite 205
   Portland, OR 97205

Exhibit B

Qty.	Description
	#1 BRIDGE CRANES
[illegible]	[illegible] Crane, 60' 5T top riding dbl beam [illegible]
1	Bridge Crane, Milwaukee, 5 ton, 60'span, top riding
	#2 ENGINE LATHE
1	Engine Lathe, size 36x264", 10hp w/ 10hp mg set, 3 steady rest, 32" 3 jaw chuck, 36"stock plate
	#3 ENGINE LATHE
1	Engine Lathe, Clausing- Colchester, size 17"x84", 3"round, spray mist coolant system, steady rest, 14" 4 jaw chuck, 12" 3 jaw chuck
	#4 ENGINE LATHE
1	Engine Lathe, Lodge Shipley, size 18"x48" w/acc
	#5 ENGINE LATHE
1	Engine Lathe, Hercules Mazak 16
	#6 ENGINE LATHE
1	Engine Lathe, Summit, 17" x 80"
	#7 MILLING MACHINE
1	Milling Machine, Kearney & Trecker, mod- 15HP-3CK, s/n 10-7252
	#8 MILLING MACHINE
1	Milling Machine, Cincinnati, m/n 2MH
	#9 MILLING MACHINE
1	Milling Machine, Milwaukee, mod- H, horiz

Exhibit B

	Description
	#10 WELDING POSITIONER
	Positioner, Aronson SHD25A, 512
	#11 SHAPE CUTTING MACHINE
	Cutting Machine, Airco, 4 head, mod 72x96,
	#12 SHAPE CUTTING MACHINE
	Cutting Machine, ESAB Burny 3 CNC, 08, s/n 34, 4head, 10'x30'
	#13 IRONWORKER
	sal Ironworker w/attachments
	#14 BANDSAWS
3	Hertz metal cutting bandsaws, 6x10 ave
1	Bandsaw, wood/mtl cutting vertical, Rockwell, mod 20
	#15 CUT-OFF SAWS
2	Abrasive cut-off saws
	#16 DRILL PRESS
1	Drill Press, Delta 15"
2	Drill Press, Jet 15"
1	Drill Press, Cleerman, HD, 30"cap, 3HP
1	Drill Press, Formost 15"
1	Drill Press, Powermatic 20"
1	Drill Press, Rockwell 18"
1	Drill Press, Wilton 20"
1	Drill Press, radial arm, American 20"
	#17 GRINDERS
5	Grinder, dbl end ped mtd, 8" w/acc
5	Grinder, dbl end ped mtd, Baldor 12" w/acc

Exhibit B

Qty	Description
	#18 WELDERS
	lder, AIRCO, CV250
	lder, AIRCO, 400 A
	lder, AIRCO, 300 AC/DC Heliwelder
2	elder, Hobart, porta arc 531
	elder, Hobart, port. Titan 8 Combo, gas
2	elder, Hobart, MEGA ARC 400
2	elder, Hobart, MEGA ARC 600
	elder, Hobart, EXCEL ARC 6045 400A
	elder, Hobart, Portawire CC/CV
	elder, Hobart, Cybertig 120 s.ries
	elder, Lincoln, R3R400
	elder, Lincoln, R3S400
1	elder, Lincoln, DC400
2	elder, Lincoln, R3S600
	elder, Lincoln, R3S250
7	elder, Lincoln, DC600
5	elder, Lincoln, R3R300
14	elder, Lincoln, 600 AMP
2	Welder, Miller, PULSTAR 450A
9	Welder, Miller, SRH 333, 300A
4	Welder, Miller, DELTA WELD 651
4	Welder, Miller, MP65E
10	Welder, Miller, SRH 303, 300A
5	Welder, Miller, Millermatic S52A 250A
2	Welder, Miller, DIALARC HF 250A
18	Welder, Miller, SRH444, 400A
3	Welder, Miller, SYNCRO ARC 250
2	Welder, Miller, 8 PACK,MAVERICK V111-2
8	Welder, Miller, DC600
5	Welder, Miller, GOLD STAR 400 SS
1	Welder, Millermatic 35
2	Welder, MID-STATES, 250AMP
4	Welder, CBI 400A
1	Welder, RM PARSONS RMP 303 300A
	#19 PLASMA WELDERS
1	Plasma Welder, PLASMARK, PCM101
1	Plasma Welder, THERMAL DYNAMICS, MERLIN PAC 15XC
	#20 WIRE FEED UNITS
65	Wire Feed Units for welders, mostly Lincoln LN-25
	#21 VENTILATION BLOWERS
107	Ventilation blowers (110V-440V)

Exhibit B

Qty	Description
	#22 HYDRAULIC PUMP UNITS
1	draulic unit, 20 hp w/reservoir
1	draulic unit, 60 hp w/reservoir
	#23 HYDRO VALVE TESTING MACHINE
1	dro valve testing machine, Enerpac, pump, ram, controls
	#24 LAY-UP TABLES
1	y-up tables in the plate shop, est ,000 lbs stl
	#25 SAND BLASTING MACHINE
1	Sand blaster, Cargo Care Engineering Corp, mod- 012, self-contained, w/blower, hopper, dust collection, power supply, blasting booth
	#26 SAND BLASTING EQUIP (PORT)
7	Portable sand blasting units, Clemco, mod- 2463, air operated, w/stand
1	Blower, pneu 10" est 75hp
5	Sand Hoppers
1	Lot misc sand blasting equip
	#27 SHOT BLASTING MACHINE
1	Shot blasting machine, mfg unknown, w/blower, hopper, returns system, dust collection, blasting bay, power supply
1	Lot misc shot blasting equipment
	#28 STEAM CLEANERS
1	Steam Cleaner, Karcher mod 455
1	Steam Cleaner, Karcher mod 600
1	Pressure Washer
	#29 METALWORKING MACHINES (MISC)

Exhibit B

	Description
	ing Brake, Chicago, size 616,hyd
	ing Brake, Chicago, size 48,hyd
	ing Brake, Chicago, size 1016,hyd
	mid rolls, Pexto
	#30 SHEAR
	aulic Shear, Pearson, 1/2x10
	#31 SHEAR
	aulic Shear, Cincinnati, 10x10
	#32 PAINTING EQUIPMENT
	t Sprayer pumps, airless
	t Spray pumps, elec
	erwasher, Butterworth, 10,000 lb
	erwash guns, Butterworth
	Dehumidifier
	Distiller
	Containments, paint spill
	misc paint equipment including air hose, paint pots, mixers, agitators
	Paint shed
	Paint shop bldg
	#33 CHAIN FALL
	Chain Falls, pneumatic, 50 ton w/ air hoses, acc.
	#34 FIRE HOSE & EQUIP
1	Lot 17,300 LF 1 1/2" fire hose
1	Lot 6,600 LF 2 1/2" fire hose
	#35 AIR HOSE & EQUIP
1	Lot 3,850 LF 1 1/2" air hose
1	Lot 15,000 LF 3/4" air hose
1	Lot 7,000 LF 1/2" air hose
21	Manifolds, air
	#36 BURNING HOSE & EQUIP
1	Lot 13,750 LF burning hose

Exhibit B

Description
burning
#37 HOSE & EQUIP (OTHER)
F CO2 hose
F 3/4" fresh air hose
F gas supply hose
F oxygen supply hose
ipe, hose and fittings
#38 PIPE MACHINES & ACCESSORIES
machine, Ridgid 35
machine, Ridgid 1224
machine, Ridgid 300
he id; Ridgid 700
#39 CRANES & HOISTS
2 ton 20' w/elec chain hoist
rail hoist 2t, chain hoist
#40 SCAFFOLDING, STAGING, LADDERS
Ladders
Lot Scaffolding including clamps, connectors, ledger, outriggers, posts, stairs, braces
#41 WOOD PLANKS AND SUPPORTS
Lot of miscellaneous wood products including wood planks and supports and decking
90 - 10" x 6'
1450 - 10" x 8'
1310 - 10" x 10'
60 - 10" x 12'
1485 - 12" x 8'
130 - 12" x 10'
25 - 10" x 16'
65 - 10" x 12'
70 - 10" x 8'
159 - 10" x 10'
1 - Plywood 4x8 acx
60 - Plywood 4x8 cdx
10 - Plywood 4x8 cdx

Exhibit B

	Description
	42 HOLDING TANKS, PORTABLE
	anks, portable, 3,200-10,000 gallons
	anks, sewage, 275-1,200 gallons
	tion tanks
	POWER SERVICE & LOAD CENTERS
	x 900 LF 777 MCM shore power cable
	x 6500 LF 4/0 shore power cable
	x 4380 LF 646 MCM shore power cable
	x 1100 LF 535 MCM shore power cable
	x 5000 LF SO cord
	x 60,000 LF Welding Cable size 2/0
	Center, upright combo 600 amp, 200kva
	nsformer, 42 circ MB
	fety switch, 30A, 60A, 100A
	nsformers, dry lighting, 25KVA
	eaker panels
	Tugger, UPC 348 Encley
	misc plugs, gutters, ext.cords,
	ers, lights, etc
	#44 TOOLS & MISC EQUIPMENT
	misc machinist tools
	misc painters tools
	misc pipefitters equip
	misc sheetmetal tools
	misc first aid equip
	misc shop equip REH
	misc tools and equip Western Boiler
	misc electrician tools
	misc laborers equip
	of 1993 purchased tools
	#45 MOBILE EQUIPMENT
	Lift Truck, 1985 Cat mod V50D, s/n 3EC450
	Lift Truck, 1988 Cat mod V50D, s/n 2NC943
	Lift Truck, Cat Towmotor mod B20
	Lift Truck, Clarke, diesel, 8000 lb
	Lift Truck, Datsun, mod PF02, 4000 lb
	Lift Truck, 1979, Datsun, mod PGF02, 5800 lb
	Lift Truck, Toyota, 5FGC25, sn-5F6CU25-70616, LPG
	Loader, Clark BobCat 722
	Mobile Crane, Drott, 10 ton
	Mobile Crane, Drott, 2 ton
	Mobile Crane, Drott, 1800CC, s/n-289, 18 ton

Exhibit B

	Description
	lift, Fabtek 40'
	lift, Fabtek 60'
	Cart, Harley-Davidson, 3 whl gas
	Cart, first aid, Harley, elec 3 whl
	der barge
	t, Mfg. Unk., est 32', steel hull
	#46 TRUCKS
	ck, 5th wheel, 1972 Peterbilt
	ck, tanker, 1973 Chev, 2000 gal
	ck, tanker, 1958 International
	ck, Flatbed, 1967 Ford
	ck, Flatbed, 1978 Ford F600
	ck, Flatbed, 1978 Ford F600
	ck, Flatbed, diesel/tilt, Chev
	ck, Flatbed, 1973 Chev C65
	ck, Flatbed, 1974 GMC 1T
	ck, Flatbed, 1977 Ford F350
	Truck, Pickup, 1971 Chev C20
	ck, Pickup, 1972 Chev C20
	Truck, Pickup, 1973 Chev C20
1	ck, Pickup, 1974 Chev C20
1	ck, Pickup, 1979 Chev C20
1	ck, Pickup, 1972 Ford F250
1	Truck, Pickup, 1989 Ford F250
1	ck, Pickup, 1989 Ford F250
1	ck, Pickup, 1989 Ford F250
1	ck, Pickup, Ford Ranger F250
1	Truck, Pickup, 1976 Ford F250
	Van, 1980 Ford Econoline 3/4t
1	Carry-all, Int
1	Truck, Chevrolet (Yard Use Only)
	#47 TRAILERS
1	Trailer, lowboy, Load King Equipment trailer
6	Trailer, metal utility
1	Trailer, utility
	#48 AUTOMOBILES
1	Automobile, 1984 Buick Skylark
1	Automobile, 1989 Chev Caprice
	#49 OFFICE TRAILERS & MISC CONST
1	Doghouse, 12x8x6
1	Office trailer, painters

Exhibit B

	Description
	#50 OFFICE EQUIPMENT
	[illegible]conditioner
	[illegible]conditioner, computer room
	[illegible]diometer, RA 2500
	[illegible]eprint copier, diazojet
	[illegible]bkcase
	[illegible]nster
	[illegible]binet, mtl 2 door
	[illegible]iculator, elec print/display
	[illegible]mera, ID, Polaroid
	[illegible]air, office misc
5	[illegible]alk board
	[illegible]nference table 8' solid oak
9	[illegible]opiers, various mfg, full size
4	[illegible]opier, Canon PC1
3	[illegible]redenza
1	[illegible]redenza exec
34	[illegible]esk, office average grade
2	[illegible]ctator
2	[illegible]rafting table
1	[illegible]yer
7	Fax machines
9	File, 2 dwr, mtl
12	File, 3 dwr, mtl
124	File, 4 dwr, mtl
6	File, 4 dwr, mtl lateral
	File, 5 dwr, mtl
113	Lockers
5	Microwave
1	Overhead projector
1	Plotter, OCE Graphics, G1845-AC
1	Postage meter base, Pitney-Bowes
11	Refrigerator
1	Shredder, Boston
1	Shredder, Fellows Powershred 1616
1	Shredder, small
1	Shredder, Speed Shredder 164S
12	Table folding mtl
20	Tables
5	Table, conference
3	Television
13	Typewriter, elec
1	Washer
1	Water cooler
1	X-ray viewer
1	Lot misc office equip
1	Addressograph
1	Fax, Standalone 200
1	Osha log 200

Exhibit B

	Description
	#51 COMPUTER EQUIPMENT
	Codex 3150 IDSU
	Codex 8200 local distribution service unit
1	Computer printer, dot matrix
1	Computer printer, laser
2	Computer terminal, IBM 5251
	Computer, Macintosh Quadra 950
	Computer, main frame, IBM System 38
	Controller, Penril 10pv-16-tx twin ax
	Disc drive, Datacomp XL, disc subsystem
	Disc reader, Microtec
	Modem, Penril CSUDSU 56
3	Multiplexer
1	Multiplexer, Penril datacom vcx150 networking
31	Personal computer 386
2	Personal computer Compaq portable
2	Personal computer Macintosh
1	Printer, checks, Martin-Yale
1	Printer, IBM, 3262B1, line printer,
	Printer, Tektronics color quick
	Tape drive, IBM, 3430
	PC 486
2	Remote Controllers
1	Display Station, IBM
1	Micro Integration 5250 EMU
1	Lazer Printer
1	PC Notebook TM4000
	#52 COMMUNICATIONS EQUIPMENT
1	Telephone system w/42 dsk sets, 1 reception
1	Telephone system, Panasonic digital, w/28 phones (new)
31	Portable cellu[illegible]phones, Motorola
50	Portable radios, Motorola, 6 channel w/charger

Exhibit B

SHIP WT	SHOP FURNITURE AND EQUIPMENT	QTY.
1000	SPIDER AIR CLIMBERS	10
1001	SPIDER AIR CLIMBERS	6
1002	5/16 6X9 GALV ROPE	20
1003	5/16 6X9 GALV ROPE	12
1004	8' PLANK ASSY	4
1005	10' PLANK ASSY	2
1006	30' PLANK ASSY	2
1007	20' PLANK ASSY	2
1008	DBI RETRACTABLE SAFETY LINE	2
1009	DBI RETRACTABLE SAFETY LINE	2
1010	DBI CONTR STY HARNESS	16
1011	DBI CONTR STY HARNESS	16
1012	PROTECTA ROPE GRAB W/SHOCK	16
1013	PROTECTA ROPE GRAB W/SHOCK	16
1014	5/8 POLYBRAID SAFETY LINE	1600
1015	5/8 POLYBRAID SAFETY LINE	1600
1016	11'2' ALUM TRIPOD	2
1017	11'2' ALUM TRIPOD	2
1018	INGERSOLL RAND WINCHES	4
1019	RADIOS	6
1020	SPIDER AIR CLIMBERS	10
1021	WIRE ROPE	2000
1022	PLANK ASSY 20" X 10	4
1023	NON-STANDARD SPIDER PART	4
1024	HARNESS, BODY CONST	16
1025	ROPE GRAB, ABS HK	16
1026	ROPE, SAFETY 5/8	1600
1027	PIN, SAFETY SNAP	45
1028	INGERSOLL RAND WINCHES	4
1029	THIMBLED EYE GALV A.C	250
1030	POLY ROPE	200
1031	GALV A.C EYE & EYE SLINGS	10
1032	GALV A.C. THIMBLED EYE	4
1033	SCREW PIN ANCHOR SHACKLES	10
1034	FREIGHT ON TRIPOD	1
	TOTAL	

35527
1/18/01 4:40:00 PM
OR Sec. of State

UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97810-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

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☐ ASSIGNMENT. The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.

Choose One: ☐ Full Assignment ☐ Partial Assignment

☒ RELEASE. RELEASE DOES NOT TERMINATE DEBT. From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.)

Choose one: ☐ Release of all Collateral ☒ Partial Release

☐ AMENDMENT. Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. Signature of Debtor required in most cases.

C. DEBTOR NAME(S) E. Riverside Industrial Rentals, Inc.

0. HC, Inc. 4. RIR, Inc. 9. WSI, Inc.
1. West State, Inc. 5. WBM, Inc.
2. REH, Inc. 6. Marine Finance Corporation
3. WS, Inc. 7. Cascade General, Inc.

DEBTOR MAILING ADDRESS: 5555 N. Channel, Bldg. 71
PO Box 6367
Portland, Oregon 97208

D. SECURED PARTY(IES) NAME AND ADDRESS
520 SW Yamhill LLC, an Oregon limited liability company
2300 SW First Avenue
Portland, Oregon 97201

Contact Name: Barclay L. Grayson Phone No.: (503) 241-1200

E. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

G. AMENDMENT INFORMATION
Use this area to list collateral to be Released, Amendment description, and other information.

PARTIAL RELEASE

Secured Party hereby releases its security interest in all collateral, including but not limited to machinery, equipment, vehicles, furniture and accounts under this financing statement that is owned by Cascade General, Inc.

F. SIGNATURES. In accordance with ORS Statutes, ALL SECURED PARTIES must sign UCC-3 Filings.

By: 520 SW Yamhill LLC, an Oregon limited liability company By: _____

By: [signature] By: _____
Secured Party(ies) Signature Debtor Signature(s) (if required)

RETURN ACKNOWLEDGEMENT LETTER TO: (Include name, address and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

ANDREW OGNALL
FOSTER PEPPER & SHEFELMAN
101 SW MAIN ST, 15th FL
PORTLAND, OR 97204

FEES
Make check for $10.00 payable to "Corporation Division" for fee for Termination.
NOTE: Filing fees may be paid with Visa or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENTS

CUND
(Rev. 9/97)

TOTAL P.02

[redacted]

8002169803

35527
1/29/03 3:48:58 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Laura J. Lindberg, 503-228-2525

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Laura J. Lindberg
Ball Janik LLP
101 SW Main Street, Ste. 1100
Portland, OR 97204

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#35527 (formerly N33909), filed 6/1/1989 with OR Sec. of State

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ☒ ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9: FULL ASSIGNMENT

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
PNW, LLC

OR 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS: 85 Broad Street | CITY: New York | STATE: NY | POSTAL CODE: 10004 | COUNTRY: USA

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION: limited liability company | 7f. JURISDICTION OF ORGANIZATION: Delaware | 7g. ORGANIZATIONAL ID #, if any: 3487229 ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
520 SW Yamhill, LLC

OR 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Oregon Secretary of State

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)
NATUCC3 6/23/01 C T System Online

[redacted]

8005001905

35527
3/10/04 4:27:48 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Diligenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
7423385
Diligenz, Inc.
6500 Harbour Heights Pkwy
Suite 400
Mukilteo, WA 98275

Filed in: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
35527 (formerly N33909) 6/1/1989

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Marine Finance Corporation, DEBTOR

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
				USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
PNW, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
PNW, LLC 1062111 7423385

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Details

Certified Through: Sunday 09/19/2004

<<< New Search | << Search Result Page | < Previous Record | **Record 2 of 5** | Next Record >

Lien Information

Number	Type	Effective	Expiration	Satisfied	Amount	Former Number
52183	UCC	02-26-1990	02-26-2005			N78436

Debtor Details

Name	MARINE FINANCE CORPORATION
Address	HUNTERS POINT NAVAL SHIPYARD BLDG 367 SAN FRANCISCO, CA 94124

Associated Secured Parties

Name	Address	Filed	Assigned
CAPITAL CONSULTANTS INC AGENT	2300 SW FIRST AVE PORTLAND, OR 97201	02-26-1990	02-14-2000
CAPITAL CONSULTANTS LLC AGENT ADVISOR	2300 SW FIRST AVE PORTLAND, OR 97201	02-14-2000	03-03-2000
520 SW YAMHILL LLC AN OREG LIMITED LIABI	2300 SW FIRST AVE PORTLAND, OR 97201	03-03-2000	

A document image is not available for online viewing/printing if the value for the image field is "No Image" or "Unavailable".
If you need a copy of the unavailable image you will need to request one from our office via a UCC-11 Search Request Form.

History

Date	Type	Reel	Assignee	Image
02-26-1990	NEW FILING	7482082		No Image
06-13-1991	RELEASE	8060593		No Image
12-16-1991	RELEASE	8271330		No Image
12-17-1992	RELEASE	8662104		No Image
06-23-1993	RELEASE	8852282		No Image
12-01-1993	AMENDMENT	9011037		No Image
11-23-1994	AMENDMENT	9461222		No Image
02-17-1995	RELEASE	9580455		No Image
02-17-1995	CONTINUATION	9580456		No Image
02-22-1995	RELEASE	9581466		No Image

02-22-1995	RELEASE	9581467		No Image
03-22-1995	AMENDMENT	9630211		No Image
02-14-2000	CONTINUATION - ASSIGNMENT			ViewImage
03-03-2000	ASSIGNMENT		520 SW YAMHILL LLC AN OREG LIMITED LIABI 2300 SW FIRST AVE PORTLAND, OR 97201	ViewImage

<<< New Search | << Search Result Page | < Previous Record | **Record 2 of 5** | Next Record >

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52183
2/14/00 10:28:00 AM
OR Sec. of State

Submit this form and fee
$10.00 per form, except Termination

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310 - 1327
(503) 986 - 2200 Facsimile (503) 373 - 1166

New File No: **52183**

RENEWAL NOTICE

Secured party of record name and address:

CAPITAL CONSULTANTS INC, AGENT
2300 SW FIRST AVE
PORTLAND OR 97201

This renewal statement refers to original financing statement:

Old File No: **N78436**

Expiration Date: **02/26/2000**

Number of secured parties: **1**

This notice is to inform the secured party of record the filing listed will be removed from our records on the expiration date shown, unless a continuation is filed. This filing involves a loan or other agreement with the names shown below. You have several choices in responding to this notice. You may wish to consult legal counsel or ORS Chapter 79. Please check the appropriate box below. If the filing is to be continued and the name or address has changed, check the Amendment box and the Continuation box below and list the changes in the space provided.

☐ **TERMINATION. (NO FEE)** The secured party certifies that they no longer claim interest under the financing statement bearing the file number shown above.

☒ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The secured party assigns to the assignee whose name and address is shown below and bearing the file number shown above.

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown above, the secured party releases the following: (describe in the space provided below).

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown above is amended as described in the space provided below.

Signature of debtor required in most cases.

List any Assignments, Release of collateral, or Amendments:

ASSIGNEE OF SECURED PARTY:
CAPITAL CONSULTANTS LLC as investment advisor and agent for its clients
2300 SW First Avenue
Portland, OR 97201

Capital Consultants, Inc. (now known as CCI Holding Company, Inc)as agent

SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign**

By: Jeffrey L. Grayson, President By: _____

By: _____ By: _____

secured party(ies) signature(s) debtor signature(s) (if required)

Number of Debtors: 3

Debtor Name(s) and Address:

WATSON DOUGLAS T
HUNTERS POINT NAVAL SHIPYARD BLDG 367
SAN FRANCISCO CA 94124

AAC001818

UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

52183
3/3/00 12:13:00 PM
OR Sec. of State

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: N78436 Date Filed: February 26, 1990

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY)

☐ **TERMINATION. (NO FEE)** The Secured party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.

☐ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.

Choose One: ☒ Full Assignment ☐ Partial Assignment

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.)

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. Douglas T. Watson
2. Karen Ann Watson
3.

DEBTOR MAILING ADDRESS:
Hunter's Point Naval Shipyard, Bldg. 367
San Francisco, CA 94124

D. SECURED PARTY(IES) NAME AND ADDRESS

Capital Consultants LLC, an Oregon limited liability company (as successor-in-interest to Capital Consultants, Inc.), Agent
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

E. ASSIGNEE(S) NAME AND ADDRESS (if any)

520 SW Yamhill, LLC, an Oregon limited liability company
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

G. AMENDMENT INFORMATION
Use this area to list collateral to be Released, Amendment description, and other information.

F. SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign** UCC-3 Filings.

Capital Consultants LLC, an Oregon limited liability company

By: _____ By: _____

By: _____ By: _____

Secured Party(ies) Signature Debtor Signature(s) (if required)

RETURN ACKNOWLEDGEMENT LETTER TO: (Include name, address and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION NUMBER 7.) Please do not type or print outside of bracketed area.

Bryan E. Powell, Esq.
Lane Powell Spears Lubersky, LLP
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

12141-661

FEES

Make check for $10.00 payable to "Corporation Division"
No fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENT

CU403
(Rev. 8/97)

EXHIBIT "A"

1. Mailing address of Debtor WS, Inc. (aka West State, Inc.):

Estate of WS, Inc.
c/o Edward C. Hostmann, Trustee
700 S.W. Taylor, Suite 205
Portland, Oregon 97205

2. Mailing address of Debtor Marine Finance Corporation:

Marine Finance Corporation
Hunter's Point Naval Shipyard, Bldg. 367
San Francisco, CA 94124

Filing Details **Certified Through: Sunday 09/19/2004**

Lien Information

Number	Type	Effective	Expiration	Satisfied	Amount	Former Number
52184	UCC	02-26-1990	02-26-2005			N78437

Debtor Details

Name	MARINE FINANCE CORPORATION
Address	HUNTERS POINT NAVAL SHIPYARD BLDG 367 SAN FRANCISCO, CA 94124

Associated Secured Parties

Name	Address	Filed	Assigned
CAPITAL CONSULTANTS INC AS AGENT	2300 SW FIRST AVE PORTLAND, OR 97201	02-26-1990	02-14-2000
CAPITAL CONSULTANTS LLC AGENT ADVISOR	2300 SW FIRST AVE PORTLAND, OR 97201	02-14-2000	03-03-2000
520 SW YAMHILL LLC AN ORE LIMITED LIABIL	2300 SW FIRST AVE PORTLAND, OR 97201	03-03-2000	01-29-2003
PNW, LLC	85 BROAD STREET NEW YORK, NY 10004	01-29-2003	

A document image is not available for online viewing/printing if the value for the image field is "No Image" or "Unavailable".
If you need a copy of the unavailable image you will need to request one from our office via a UCC-11 Search Request Form.

History

Date	Type	Reel	Assignee	Image
02-26-1990	NEW FILING	7482083		No Image
12-01-1993	AMENDMENT	9011038		No Image
11-03-1994	AMENDMENT	9440401		No Image
02-17-1995	CONTINUATION	9580457		No Image
03-07-1995	AMENDMENT	9600826		No Image
02-14-2000	CONTINUATION - ASSIGNMENT			ViewImage
03-03-2000	ASSIGNMENT			ViewImage

01-29-2003	ASSIGNMENT		PNW, LLC 85 BROAD STREET NEW YORK, NY 10004	ViewImage

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52184
2/14/00 10:28:00 AM
OR Sec. of State

Submit this form and fee
$10.00 per form, except Termination

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310 - 1327
(503) 986 - 2200 Facsimile (503) 373 - 1166

New File No: **52184**

RENEWAL NOTICE

Secured party of record name and address:

CAPITAL CONSULTANTS INC, AGENT
2300 SW FIRST AVE
PORTLAND OR 97201

This renewal statement refers to original financing statement:

Old File No: **N78437**

Expiration Date: **02/26/2000**

Number of secured parties: 1

This notice is to inform the secured party of record the filing listed will be removed from our records on the expiration date shown, unless a continuation is filed. This filing involves a loan or other agreement with the names shown below. You have several choices in responding to this notice. You may wish to consult legal counsel or CRS Chapter 79. Please check the appropriate box below. If the filing is to be continued and the name or address has changed, check the Amendment box and the Continuation box below and list the changes in the space provided.

☐ **TERMINATION. (NO FEE)** The secured party certifies that they no longer claim interest under the financing statement bearing the file number shown above.

☒ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The secured party assigns to the assignee whose name and address is shown below and bearing the file number shown above.

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown above, the secured party releases the following: (describe in the space provided below).

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown above is amended as described in the space provided below.

Signature of debtor required in most cases.

List any Assignments, Release of collateral, or Amendments:

ASSIGNEE OF SECURED PARTY:
CAPITAL CONSULTANTS LLC as investment advisor and agent for its clients
2300 SW First Avenue
Portland, OR 97201

Capital Consultants, Inc. (now known as CCI Holding Company, Inc)

SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign**

By: Jeffrey L. Grayson, President By: _____

By: _____ By: _____
secured party(ies) signature(s) debtor signature(s) (if required)

Number of Debtors: 3

Debtor Name(s) and Address:

WS INC
700 SW TAYLOR SUITE 205
PORTLAND OR 97205

UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

52184
3/3/00 12:13:00 PM
OR Sec. of State

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: N76437 Date Filed: February 26, 1990

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY)

☐ **TERMINATION.** (NO FEE) The Secured party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.

☐ **CONTINUATION.** Submitted within six months prior to expiration date.

☒ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.

Choose One: ☒ Full Assignment ☐ Partial Assignment

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.)

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. WS, Inc.
2. West State, Inc.
3. Marine Finance Corporation

DEBTOR MAILING ADDRESS:
See Exhibit "A" attached hereto.

D. SECURED PARTY(IES) NAME AND ADDRESS

Capital Consultants LLC, an Oregon limited liability company (as successor-in-interest to Capital Consultants, Inc.), Agent
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

E. ASSIGNEE(S) NAME AND ADDRESS (if any)

520 SW Yamhill, LLC, an Oregon limited liability company
2300 SW First Avenue
Portland, OR 97201

Contact Name: _____ Phone No.: _____

G. AMENDMENT INFORMATION
Use this area to list collateral to be Released, Amendment description, and other information.

F. SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign UCC-3 Filings.**

Capital Consultants LLC, an Oregon limited liability company
By: _____
By: _____
Secured Party(ies) Signature

By: _____
By: _____
Debtor Signature(s) (if required)

RETURN ACKNOWLEDGEMENT LETTER TO: (Include name, address and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION NUMBER 7.) Please do not type or print outside of bracketed area.

Bryan E. Powell, Esq.
Lane Powell Spears Lubersky, LLP
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

12141-661

FEES

Make check for $10.00 payable to "Corporation Division"
No fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a seperate sheet of paper for your protection.

CU403
(Rev. 9/97)

DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENT

[redacted]

8002169703

52184
1/29/03 3:47:57 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Laura J. Lindberg, 503-228-2525

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Laura J. Lindberg
Ball Janik LLP
101 SW Main Street, Ste. 1100
Portland, OR 97204

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#52184 (formerly N78437), filed 2/26/1990 with OR Sec. of State

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. FULL ASSIGNMENT

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
PNW, LLC

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
85 Broad Street	New York	NY	10004	USA

7d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
		limited liability company	Delaware	3487229 ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
520 SW Yamhill, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with Oregon Secretary of State

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

NATUCC3 4/23/01 © T System Dallas

AAC001825

Filing Details

Certified Through: Wednesday 07/14/2004

<<< New Search | << Search Result Page | < Previous Record | **Record 4 of 5** | Next Record >

Lien Information

Number	Type	Effective	Expiration	Satisfied	Amount	Former Number
52185	UCC	02-26-1990	02-26-2005			N78438

Debtor Details

Name	**MARINE FINANCE CORPORATION**
Address	HUNTERS POINT NAVAL SHIPYARD BLDG 367 SAN FRANCISCO, CA 94124

Associated Secured Parties

Name	Address	Filed	Assigned
CAPITAL CONSULTANTS INC AGENT	2300 SW FIRST AVE PORTLAND, OR 97201	02-26-1990	11-22-1991
CAPITAL CONSULTANTS INC AGENT	2300 SW FIRST AVE PORTLAND, OR 97201	11-22-1991	02-14-2000
CAPITAL CONSULTANTS LLC AGENT ADVISOR	2300 SW FIRST AVE PORTLAND, OR 97201	02-14-2000	09-11-2000
520 SW YAMHILL LLC AN OREGON LLC	2300 SW FIRST AVE PORTLAND, OR 97201	09-11-2000	01-29-2003
PNW, LLC	85 BROAD STREET NEW YORK, NY 10004	01-29-2003	

A document image is not available for online viewing/printing if the value for the image field is "No Image" or "Unavailable".
If you need a copy of the unavailable image you will need to request one from our office via a UCC-11 Search Request Form.

History

Date	Type	Reel	Assignee	Image
02-26-1990	NEW FILING	7482084		No Image
11-22-1991	ASSIGNMENT	8250241		No Image
12-01-1993	AMENDMENT	9011039		No Image
11-03-1994	AMENDMENT	9440402		No Image
02-17-1995	CONTINUATION	9580458		No Image
03-07-1995	AMENDMENT	9600827		No Image

02-14-2000	CONTINUATION - ASSIGNMENT			ViewImage
09-11-2000	ASSIGNMENT			ViewImage
01-29-2003	ASSIGNMENT		PNW, LLC 85 BROAD STREET NEW YORK, NY 10004	ViewImage

<<< New Search | << Search Result Page | < Previous Record | **Record 4 of 5** | Next Record >

About Us | Announcements | Laws & Rules | Feedback
Site Map | Policy | SOS Home | Oregon Blue Book | Oregon.gov

For comments or suggestions regarding the operation of this site, please contact : ucc.sos@state.or.us

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52185
2/14/00 10:28:00 AM
OR Sec. of State

Submit this form and fee:
$10.00 per form, except Termination

STATE OF OREGON
Corporation Division - UCC
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310 - 1327
(503) 986 - 2200 Facsimile (503) 373 - 1166

New File No: **52185**

RENEWAL NOTICE

Secured party of record name and address:

CAPITAL CONSULTANTS INC AGENT
2300 SW FIRST AVE
PORTLAND OR 97201

This renewal statement refers to original financing statement:

Old File No: **N78438**

Expiration Date: **02/26/2000**

Number of secured parties: **2**

This notice is to inform the secured party of record the filing listed will be removed from our records on the expiration date shown, unless a continuation is filed. This filing involves a loan or other agreement with the names shown below. You have several choices in responding to this notice. You may wish to consult legal counsel or ORS Chapter 79. Please check the appropriate box below. If the filing is to be continued and the name or address has changed, check the Amendment box and the Continuation box below and list the changes in the space provided.

☐ **TERMINATION. (NO FEE.)** The secured party certifies that they no longer claim interest under the financing statement bearing the file number shown above.

☒ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The secured party assigns to the assignee whose name and address is shown below and bearing the file number shown above.

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown above, the secured party releases the following: (describe in the space provided below).

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown above is amended as described in the space provided below.

Signature of debtor required in most cases.

List any Assignments, Release of collateral, or Amendments:

ASSIGNEE OF SECURED PARTY:
CAPITAL CONSULTANTS LLC as investment advisor and agent for its clients
2300 SW First Avenue
Portland, OR 97201

Capital Consultants, Inc. (now known as CCI Holding Company, Inc)

SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign**

By: Jeffrey L. Grayson, President By: _____

By: _____ By: _____
secured party(ies) signature(s) debtor signature(s) (if required)

Number of Debtors: 3

Debtor Name(s) and Address:

WS INC
700 SW TAYLOR SUITE 205
PORTLAND OR 97205

AAC001828

UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
http://www.sos.state.or.us/corporation/corphp.htm

52185
9/11/00 4:24:00 PM
OR Sec. of State

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic or other reproduction of this form, financing statement or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: Old: N78438; New: 52185 Date Filed: February 26, 1990

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY)

☐ **TERMINATION. (NO FEE)** The Secured party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.

☐ **CONTINUATION. Submitted within six months prior to expiration date.**

☒ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.

Choose One: ☒ Full Assignment ☐ Partial Assignment

☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G.)

Choose one: ☐ Release of all Collateral ☐ Partial Release

☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor required in most cases.**

C. DEBTOR NAME(S)

1. WS, Inc.
2. West State, Inc.
3. Marine Finance Corporation

DEBTOR MAILING ADDRESS: **See Exhibit "A" attached hereto.**

D. SECURED PARTY(IES) NAME AND ADDRESS

Capital Consultants LLC, an Oregon limited liability company (as successor-in-interest to Capital Consultants, Inc.), Agent
2300 SW First Avenue
Portland, OR 97201

Contact Name: Nancy Kimmel Phone No.: (503) 241-1200

E. ASSIGNEE(S) NAME AND ADDRESS (if any)

520 SW Yamhill, LLC, an Oregon limited liability company
2300 SW First Avenue
Portland, OR 97201

Contact Name: Nancy Kimmel Phone No.: (503) 241-1200

G. AMENDMENT INFORMATION
Use this area to list collateral to be Released, Amendment description, and other information.

F. SIGNATURES. In accordance with ORS Statutes, **ALL SECURED PARTIES must sign** UCC-3 Filings.

Capital Consultants LLC, an Oregon limited liability company
By: _____

520 SW Yamhill, LLC, an Oregon limited liability company
By: _____
Secured Party(ies) Signature

By: _____

By: _____
Debtor Signature(s) (if required)

RETURN ACKNOWLEDGEMENT LETTER TO: (Include name, address and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION NUMBER 7.) Please do not type or print outside of bracketed area.

Lee C. Nusich, Esq.
Lane Powell Spears Lubersky, LLP
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

12141-661

FEES

Make check for $10.00 payable to "Corporation Division"
No fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENT

CU403
(Rev. 9/97)

EXHIBIT A

1. Mailing address of Debtor WS, Inc. (aka West State, Inc.):

   Estate of WS, Inc.
   c/o Edward C. Hostmann, Trustee
   700 SW Taylor, Suite 205
   Portland, Oregon 97205

2. Mailing address of Debtor Marine Finance Corporation:

   Marine Finance Corporation
   Hunter's Point Naval Shipyard, Bldg. 367
   San Francisco, California 94124

[redacted]

8002169603

52185
1/29/03 3:46:59 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Laura J. Lindberg, 503-228-2525

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Laura J. Lindberg
Ball Janik LLP
101 SW Main Street, Ste. 1100
Portland, OR 97204

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#52185 (formerly N78438), filed 2/26/1990 with OR Sec. of State

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9. FULL ASSIGNMENT

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d–7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
PNW, LLC

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
85 Broad Street	New York	NY	10004	USA

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
		limited liability company	Delaware	3487229 ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
520 SW Yamhill, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with Oregon Secretary of State

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

NATUCC3 4/23/01 CT System Online

Filing Details

Certified Through: Wednesday 07/14/2004

<<< New Search | << Search Result Page | < Previous Record **Record 5 of 5**

Lien Information

Number	Type	Effective	Expiration	Satisfied	Amount	Former Number
629218	UCC	07-31-2003	07-31-2008			

Debtor Details

Name	**MARINE FINANCE CORPORATION**
Address	8444 NW ST HELENS RD PORTLAND, OR 97231

Associated Secured Parties

Name	Address	Filed	Assigned
SUSAN A SWARENS	3966 CARMAN DR LAKE OSWEGO, OR 97035	07-31-2003	
GERALD J BELL	3966 CARMAN DR LAKE OSWEGO, OR 97035	07-31-2003	

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History

Date	Type	Reel	Assignee	Image
07-31-2003	NEW FILING			ViewImage

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[redacted]

9002995005

629218
7/31/03 11:30:35 AM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Susan A. Swarens
3966 Carman Dr.
Lake Oswego, OR 97035

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR 1b. INDIVIDUAL'S LAST NAME: Watson		FIRST NAME: Douglas	MIDDLE NAME: T		SUFFIX
1c. MAILING ADDRESS: 983 Grant St.		CITY: Benicia	STATE: CA	POSTAL CODE: 94510	COUNTRY: US
1d. [redacted]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any ☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME: Marine Finance Corporation					
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS: 8444 NW St Helens Rd		CITY: Portland	STATE: OR	POSTAL CODE: 97231	COUNTRY: US
2d. [redacted]	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION: Corporation	2f. JURISDICTION OF ORGANIZATION: OR	2g. ORGANIZATIONAL ID #, if any: 370212-84 ☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR 3b. INDIVIDUAL'S LAST NAME: Swarens		FIRST NAME: Susan	MIDDLE NAME: A		SUFFIX
3c. MAILING ADDRESS: 3966 Carman Dr		CITY: Lake Oswego	STATE: OR	POSTAL CODE: 97035	COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

Property address - 8444 NW St Helens Rd, Portland OR 97231

Property ID - P417037, Map Tax Lot - 1N1W11DA -00100, Legal - TL 24 SEC 11 1N 1W
Property ID - P417035, Map Tax Lot - 1N1W11DA -00100, Legal - TL 24 SEC 11 1N 1W
Property ID - P324078, Map Tax Lot - 1N1W11DA -00100, Legal - TL 100 SEC 11 1N 1W 1.53 acres
Property ID - R324083, Map Tax Lot - 1N1W11 - 00600, Legal TL 600 SEC 11 1N 1W 2.81 acres
Property ID - P417034, Map Tax Lot - 1N1W11 -00600, Legal - TL 320 SEC 11 1N 1W

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☑ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

401 FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 8/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR | 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. [redacted] | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID#, if any ☐ NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR | 12b. INDIVIDUAL'S LAST NAME: Bell | FIRST NAME: Gerald | MIDDLE NAME: J | SUFFIX

12c. MAILING ADDRESS: 3966 Carman Dr | CITY: Lake Oswego | STATE: OR | POSTAL CODE: 97035 | COUNTRY: US

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

402 FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 8/02)

AAC001834

AAC001835

AAC001836

Metro Plans
For Property

AAC001837

Pump Station
Survey/Access
Easement

AAC001838

Carol Keddy

APP/ Marine Terrace pump station section of notebook & Corresp.

From: Marilyn Wall [mmw@wallwallpc.com]
Sent: Tuesday, November 09, 2004 10:08 AM
To: Carol Keddy (E-mail)
Cc: Gordon Carey (E-mail)
Subject: FW: WB Lot line

untitled.pdf (82 KB)

Carol,

The lot line adjustment map for your records.

-----Original Message-----
From: mmw@wallwallpc.com [mailto:mmw@wallwallpc.com]
Sent: Tuesday, November 09, 2004 9:21 AM
To: mmw@wallwallpc.com
Subject: WB Lot line

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Wall & Wall, P.C.
500 NE Multnomah, Suite 700
Portland, OR 97232
(503) 238-0333
Fax (503) 231-2507

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (http://www.grisoft.com).
Version: 6.0.791 / Virus Database: 535 - Release Date: 11/8/2004

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE PROPOSED PROPERTY LINE ADJUSTMENT SURVEY BETWEEN 3N1W35a TL800 AND 3N1W35A TL400 AS EXISTED 10/29/2004. THOSE TRACTS OF LAND CONVEYED BY VESTING DEED RECORDED IN MULTNOMAH COUNTY DEED RECORDS BOOK 2791, PAGE 3284 ON 11/30/1993 TO MARINE FINANCE COMPANY FROM REN, INC., AN OREGON CORPORATION

THE BOUNDARY CONTROL WORK FOR THIS SURVEY WAS PERFORMED DURING OCTOBER 2004, BY RUNNING A TRAVERSE AND TIEING THOSE MONUMENTS SHOWN AS FOUND. THE BOUNDARY WAS THEN RESOLVED AS OUTLINED BELOW.

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS ALONG THE NORTHERLY ROW LINE OF COLUMBIA RIVER HIGHWAY AS SHOWN ON SN. 50640, BEING SOUTH 35°33'40" EAST BETWEEN MONUMENTS SHOWN AT Ⓐ-Ⓑ. MONUMENT B WAS RESET USING RECORD INFORMATION AS Ⓒ & Ⓓ WERE RECOVERED AND HELD.

BOUNDARY RESOLUTION NOTES:

MULTNOMAH COUNTY RECORD OF SURVEY # 50640 WAS USED AS THE BASIS OF BEARING AND MONUMENTS Ⓐ, Ⓒ & Ⓓ WERE RECOVERED. MONUMENT Ⓑ WAS RESET AT RECORD INFORMATION LOCATION AND FIT WELL WITH THE EXISTING FOUND MONUMENTS OF RECORD. THE NEW LOT LINE WAS AGREED UPON BETWEEN PORTLAND WATER BUREAU (PWB) AND CURRENT OWNER FOR FUTURE PURCHASE BY PWB

REFERENCE SURVEYS & DEEDS

SN. 50640

VACATED PLAT OF TOWN OF SPRINGVILLE

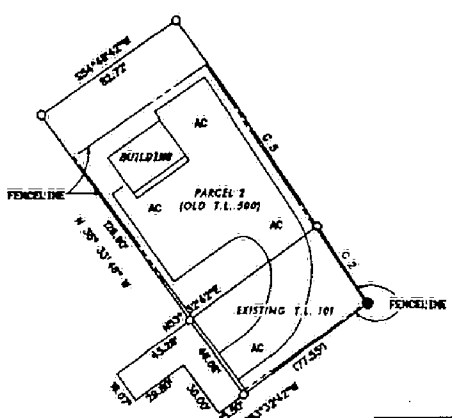
CIRCUIT COURT CASE NO. 788-038
MULTNOMAH COUNTY

BOOK 2791 PG. 3284
RECORDED 11/30/1993
MULTNOMAH COUNTY RECORDS

MULTNOMAH COUNTY EASEMENTS OF RECORD

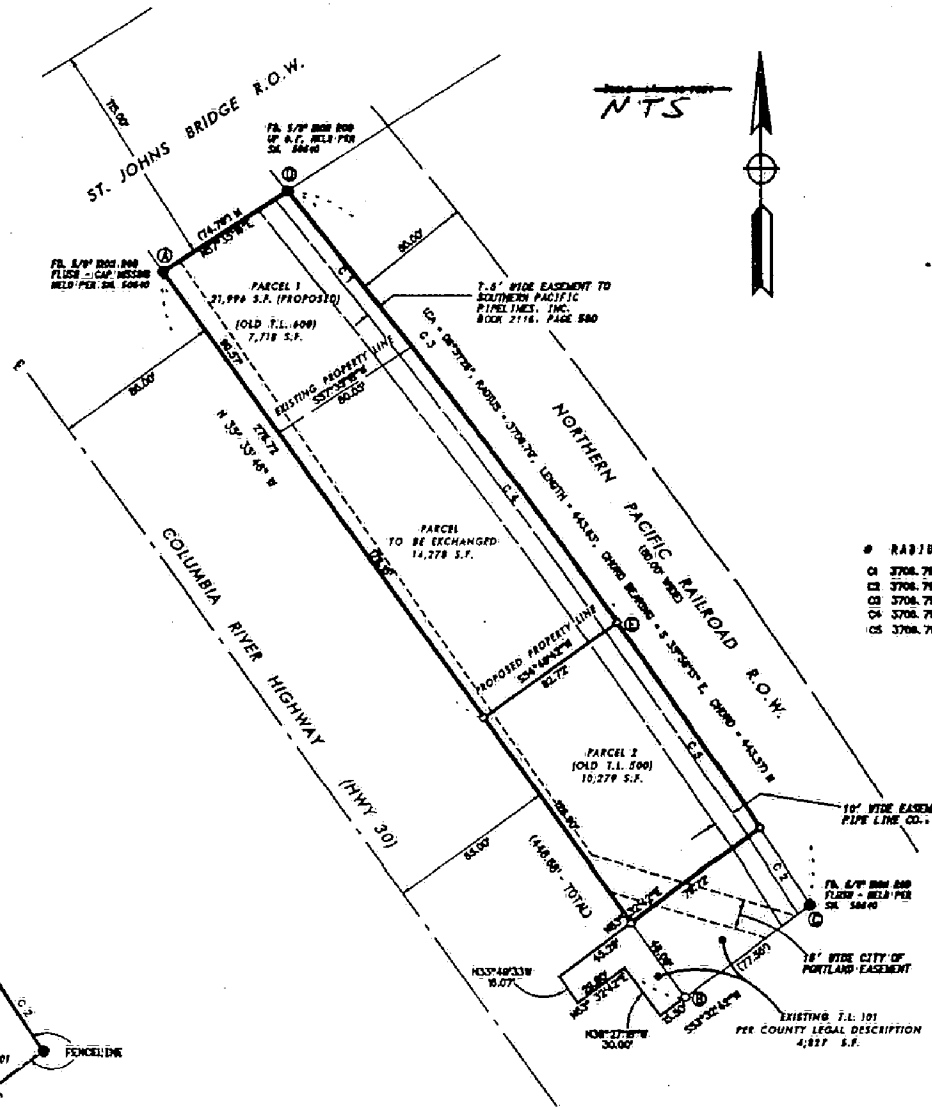
BOOK 2182	PG. 2748	RECORDED	12/13/1998
BOOK 848	PG. 1020	RECORDED	3/31/1972
BOOK 770	PG. 116	RECORDED	4/13/1945
BOOK 849	PG. 148	RECORDED	4/06/1972
BOOK 897	PG. 454	RECORDED	11/08/1922
BOOK 2116	PG. 580	RECORDED	5/21/1982

EXISTING SITE FEATURES



MONUMENT TIES

WITNESS CORNER TO THE SE CORNER OF THE A. J. WATTS DLC #46
SOUTH 34°08'07" EAST, 2337.09' TO POINT Ⓓ
SOUTH 34°27'40" EAST, 2606.95' TO POINT Ⓒ
SOUTH 34°28'29" EAST, 2780.28' TO POINT Ⓐ



LEGEND

○	SET 5/8"x 30" IRON ROD W/YPC MARKED "COP WATER BUREAU" SET ON_____
●	FOUND MONUMENT W/YPC MARKED "CASWELL PLS 737"- PER SN 50640
FD.	FOUND
IP.	IRON PIPE
IR.	IRON ROD
YPC.	YELLOW PLASTIC CAP
SN.	MULTNOMAH COUNTY RECORD OF SURVEY FILE NUMBER
( )	DATA PER SN. 50640
S.F.	SQUARE FEET
M	MEASURED DATA
AC	ASPHALT / CONCRETE
R.O.W.	RIGHT OF WAY LINE
DN.	DOWN
CA	CENTRAL ANGLE

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CH. BEARING	DISTANCE
C1	3708.79'	01°32' 48"	100.00'	S38°39' 33"E	100.00'
C2	3708.79'	00°42' 48"	46.19'	S33°01' 53"E	46.19'
C3	3708.79'	04°12' 31"	272.28'	S37°18' 40"E	272.22'
C4	3708.79'	02°38' 47"	172.35'	S36°29' 17"E	172.32'
C5	3708.79'	01°56' 07"	125.21'	S34°11' 20"E	125.20'

This map is a true representation of the property herein described and this survey was done under my direct supervision. I have personally inspected the property and this map is a true representation of facts to the best of my knowledge.

Matthew Preble
PROFESSIONAL LAND SURVEYOR

OREGON
JULY 15, 1987
MATTHEW W. PREBLE
2611
EXPIRES: 6/30/05

PROPOSED PROPERTY LINE ADJUSTMENT SURVEY

CITY OF PORTLAND
BUREAU OF WATER WORKS

SITUATED IN THE EAST 1/2 OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST IN THE WILLAMETTE MERIDIAN, MULTNOMAH COUNTY IN THE STATE OF OREGON

DATE 11/08/2004		PROJ. NO. 0215	
RESOLVED PRE/TWH			
SCALE 1" = 40 FT.		FILE NAME 0215PLA.dgn	
DESIGN	DRAWN BY PRE	SHEET 1 OF 1	
CHECK TWH	SURVEYED PRE/JK		

DGN_FILE_NAME

AAC001840

Carol Keddy

From: Marilyn Wall [mmw@wallwallpc.com]
Sent: Tuesday, November 09, 2004 10:08 AM
To: Carol Keddy (E-mail)
Cc: Gordon Carey (E-mail)
Subject: FW: Legal descriptions COP WB

untitled.pdf (123 KB)

Carol,

Attached are the legal descriptions for the property that will be transferred to the City of Portland for the pump station. I will forward to you under separate e-mail cover the surveyor's map. The lot line adjustment is being filed today. -----Original Message-----
From: mmW@wallwallpc.com [mailto:mmW@wallwallpc.com]
Sent: Tuesday, November 09, 2004 10:13 AM
To: MMW@WALLWALLPC.COM
Subject: Legal descriptions COP WB

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Wall & Wall, P.C.
500 NE Multnomah, Suite 700
Portland, OR 97232
(503) 238-0333
Fax (503) 231-2507

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (http://www.grisoft.com).
Version: 6.0.791 / Virus Database: 535 - Release Date: 11/8/2004

TL 101

A Parcel of land located in the Southeast 1/4 of Section 11, Township 1 North , Range 1 West, W.M., County of Multnomah, State of Oregon, and being more particularly described as follows: Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34°25'21" East, 2780.28ft. from the Witness Corner to the S.E. Corner of the G.J. Watts DLC # 46, said rod located on the Southwesterly right-of-way (ROW) of the Northern Pacific R.R. railroad; thence Northwesterly 46.15 ft. along said ROW along the arc of a 3706.79 ft. non-tangent curve (the chord of which bears North 32°51'53" West, 46.14 ft.)to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence South 53°32'42" West, 79.72 ft. to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence continuing on same bearing 45.28 ft.,more or less(M/L); thence South 33°49'33" East 16.07 ft., M/L; thence North 53°32'42" East,29.8 ft., M/L; thence South 36°27'18"East, 30 ft., M/L; thence North 53°32'42" East, 15.5 ft., M/L to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence continuing on same bearing 77.55 ft. to the point of beginning.

This parcel contains 4,827 sq.ft., M/L
The basis of bearings for this description is Multnomah County Record of Survey #50640.

Subject to the following Multnomah County easements of record:

TO: Southern Pacific Pipeline Partnerships;	Book 2116 Pg.580 Recorded 5/21/1962
FOR: Pipelines	Book 2162 Pg.2748 Recorded 12/13/1988
TO: City of Portland FOR: Sewer Main	Book 848 Pg.1020 Recorded 3/31/1972
TO:Olympic Pipelines	Book 270 Pg.116 Recorded 4/12/1975
FOR:Pipelines	Book 849 Pg.168 Recorded 4/05/1972

REGISTERED PROFESSIONAL LAND SURVEYOR

Thompson M. Warren

OREGON
JULY 18, [illegible]
THOMPSON M. WARREN
2313

EXPIRES 6/30/06

PARCEL 2

A parcel of land located in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West, W.M., County of Multnomah, State of Oregon, being more particularly described as follows: Beginning at a 5/8" iron rod with yellow plastic cap (YPC) "COP Water Bureau", located on the Southwesterly Northern Pacific railroad right-of-way (ROW) line, said iron rod bearing South 34°27'40" East, 2608.95 ft. from the Witness Corner to the SE Corner of the G.J. Watts DLC # 46; thence S 54°46'42" W, 82.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the Northeasterly ROW line of Columbia River Highway (aka Highway 30); thence S 35°33'46" E, 126.90 ft. along said Highway 30 ROW to a 5/8" iron rod with YPC "COP Water Bureau"; thence N 53°32'42" E,79.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the aforementioned Southwesterly Northern Pacific railroad ROW line; thence Northwesterly 125.21 ft. along said railroad ROW line on the arc of a 3706.79 ft. radius non-tangent curve (the chord of which bears N34°11'20"W,125.20ft.)to the point of beginning, said parcel containing 10,279 sq.ft., more or less.; **The basis of bearing for this description is Multnomah County record of Survey #50640.**

Subject to the following Multnomah County easements of record:

TO: Pacific Telephone & Telegraph Company FOR: Underground Cable	Book 897 Pg.454 Recorded 11/08/1922
TO: Southern Pacific Pipeline Partnerships	Book 2116 Pg.580 Recorded 5/21/1962 Book 2162 Pg.2748
FOR: Pipelines	Recorded 12/13/1988
TO: City of Portland FOR: Pipelines	Book 848 Pg.1020 Recorded 3/31/1972
TO: Olympic Pipelines	Book 270 Pg.116 Recorded 4/12/1965
FOR:Pipelines	Book 849 Pg.168 Recorded 4/05/1972

REGISTERED PROFESSIONAL LAND SURVEYOR
Thompson M. Warren
OREGON
JULY 16, 1987
THOMPSON M. WARREN
2313
EXPIRES 6/30/06

Carol Keddy

Ed Trompke
Sent: Thursday, October 21, 2004 5:41 PM
To: Carol Keddy
Subject: FW: Marine Finance

-----Original Message-----
From: Marilyn Wall [mailto:mmw@wallwallpc.com]
Sent: Thursday, October 21, 2004 2:26 PM
To: Edward H. Trompke (E-mail)
Cc: Gordon Carey (E-mail)
Subject: Marine Finance

Ed,

Attached is the proposed form of easement for Advanced across the pump station property. Please review and let me know what changes you want. I will then submit it to the City for its review and comment.
Marilyn

After Recording Return to:

Marilyn M. Wall
Wall & Wall, P.C.
500 NE Multnomah Suite 700
Portland, OR 97232

Grant of Easement

This is a Grant of an Easement ("Easement") by and between WB Oregon, Inc., an Oregon corporation ("WB") and Advanced American Construction, Inc. ("AAC"). Either WB or AAC may be referred to herein as a "Party" in the singular or jointly referred to herein as the "Parties".

RECITALS

A. WB is the owner of certain real property legally described on Exhibit "A" ("Servient Estate");

B. AAC is acquiring from WB certain real property legally described on Exhibit "B" ("Dominant Estate");

C. As a condition of the sale of the Dominant Estate to AAC, AAC requires an access easement across the Servient Estate to be used in common with WB;

Now, therefore, in consideration of the sale of the Dominant Estate to AAC and other consideration, which both Parties deem sufficient, the Parties agree as follows:

AGREEMENT

1. WB grants an Easement to AAC, its successors and assigns, as described on Exhibit "C" for ingress and egress from the Dominant Estate to NW St. Helens Road. If AAC requires the access to be improved, including enlarging the access onto NW St. Helens Road, AAC may construct, reconstruct, maintain and repair the access at its sole cost and expense with proper governmental authorizations.

2. The Easement is nonexclusive and WB reserves the right to use the Easement itself or to allow third parties to use it. The Parties shall cooperate in periods of joint use provided, however, that WB's right of use has priority over AAC's use in the event of conflict.

3. WB reserves the right to relocate the Easement at any time and shall, at WB's sole cost and expense, reconstruct the Easement at such new location in as good or better condition and size as existed at the prior location immediately prior to the relocation. If the Easement is relocated, WB may record an instrument indicating the relocated Easement and such instrument shall serve to amend this Easement and eliminate any rights of AAC in the original location, provided, that AAC has the same rights in the relocated Easement as in the original Easement. Such amendment of the description shall be effective whether or not signed by AAC. AAC shall execute any document(s) necessary to indicate relocation of the Easement when and if requested by WB.

4. AAC shall defend, save, hold harmless and indemnify WB, its successor, assigns, agents, officers, directors, shareholders and any who take through or under it from any loss, claim, expense, damage, suit, arbitration, claim or liability arising in any manner out of AAC's use of the Easement.

5. AAC assumes all risks associated with using the Easement.

6. The Easement is appurtenant to the Dominant Estate as it exists today and any subdivision of the Dominant Estate shall not expand the users of the Easement and only the remaining largest parcel of the Dominant Estate retains the right to use the Easement and no other owners of subdivided parcels have any right to use the Easement.

7. The Easement is perpetual provided, however, if AAC does not use the Easement at any time during a three-year period, or if the Easement is otherwise abandoned by AAC, the Easement shall expire without further action by WB and AAC shall execute a recordable document sufficient to clear AAC's interest from the record.

8. The Easement is subject to all other liens, easements, restrictions, and encumbrances of record.

9. The person signing on behalf of a Party represents that she/he has the authority to sign for the Party and to bind the Party to the terms and provisions of this Easement.

Advanced American Construction, Inc. **WB Oregon, Inc.**

By: By:
Its: Its:

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on the _____ day of October, 2004, by _____ for and on behalf of Advanced American Construction, Inc. by _____, its _____.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on the _____ day of October 2004, by Karen Watson as President of WB Oregon, Inc. an Oregon corporation.

_____
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

TICOR TITLE INSURANCE

Report No. M596880

LEGAL DESCRIPTION

PARCEL 1: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the Northeasterly line of the Spokane, Portland & Seattle Railway right of-way which is North 38° West 3.94 feet from the Southeasterly line of Lot 2, Block 3, on the plat of SPRINGVILLE, recorded in Book G, page 255, Deed Records; thence Northwesterly along said Northeasterly right of way line 751.17 feet to a point which is North 38° West 753.94 feet from the Southeast corner of the aforesaid Lot 2; thence North 52° East parallel with the Southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning; EXCEPT that portion lying below the low water line of the Willamette River; ALSO EXCEPTING therefrom the portion thereof within NW Front Avenue, as presently established and located and FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, page 28, Deed Records, and being described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the center line of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the Northeast corner of Parcel 3 as above described; thence Westerly parallel with the extended center line of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended center line of said street, 205 feet to a point on the Northeasterly right of way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street center line; thence Southerly along said right of way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street center line; thence Easterly parallel with the Westerly extension of the center line of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street center line 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street center line; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the Southeasterly 30 feet of the Northwesterly 46.06 feet of Lots 2 and 9, Block 3, SPRINGVILLE, now vacated, lying Southwesterly of the Northeasterly line of the Spokane, Portland & Seattle Railway right of way, EXCEPTING THEREFROM the portion thereof within said railroad right of way.

(B) A tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle Railway right of way North 38° West 33.94 feet from the Southeasterly line of Lot 2, Block 3, SPRINGVILLE; thence Northwesterly along said right of way line 16.06 feet to a point distant North 38° West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St. Helens Road (as

CONTINUED

Dump

existed in 1952); thence Southeasterly 16.06 feet, more or less, along said Northeasterly line to an intersection of said Northeast line with line North 38° West 33.94 feet from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 2: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, page 288, Deed Records, said point lying in the Northeasterly line of NW St. Helens Road (as existed in 1952) 142 feet Southeasterly measured along the said road line, from its intersection with the Northerly line, extended Westerly of Lots 3 and 8, Block 1, SPRINGVILLE, now vacated, said line also being the Northerly line of Tax Lot 10 as shown by the 1940 Tax Roll; thence Southeasterly along the Northeasterly line of NW St. Helens Road (as existed in 1952) to its intersection with the Southeasterly line of the tract of land conveyed to L. O. Jacobsen by deed recorded November 5, 1929 in Book 39, page 403, Deed Records, said line being parallel with and North 38° West 33.94 feet from the Southeasterly line, and its Southwesterly extension of Lots 2 and 9, Block 3, SPRINGVILLE; thence North 52° East along the Southeasterly line of said Jacobsen tract 125 feet, more or less, to the Southwesterly line of the Spokane, Portland & Seattle Railway right of way; thence Northwesterly along said right of way line to the Southeasterly line of the above described Multnomah County tract; thence South 55° 48' West along said Southeasterly line 134 feet, more or less, to the place of beginning.

EXCEPT a tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle Railway right of way North 38° West 33.94 feet from the Southeasterly line of Lot 2, Block 3, SPRINGVILLE; thence Northwesterly along said right of way line 16.06 feet to a point distant North 38° West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said Northeasterly line to an intersection of said Northeast line with line North 38° West 33.94 feet from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

ALSO EXCEPTING THEREFROM the following described tract of land, described as follows:

A: The following described property in Section 11, Township 1 North, Range 1 West of the

CONTINUED

Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, to-wit:

Beginning at a point in the Easterly boundary line of St. Helen Boulevard, said point being 142.0 feet Southerly, when measured along said Easterly boundary line, from the point of intersection of said Easterly boundary line with the Northerly line of Tax Lot 10 as shown by the 1940 Tax Roll; thence North 55° 49' East 134.0 feet, more or less, along the Southerly line of the St. Johns Bridge right of way, to a point in the Westerly right of way line of the Spokane, Portland & Seattle Railway Company; thence Southeasterly along said right of way line of Spokane, Portland & Seattle Railway Company, a distance of 100 feet to a point; thence South 55° 48' West and parallel to the said Southerly line of the St. Johns Bridge right of way to a point in the said Easterly boundary line of St. Helens Boulevard; thence Northwesterly along the said Easterly line of St. Helens Boulevard 100 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that parcel of land lying South of the above described Parcel A, and North of the following described Parcel B, to-wit:

Beginning at a point in the Easterly boundary line of St. Helens Boulevard, said point being 142.0 feet Southerly when measured along said Easterly boundary line, from the point of intersection of said Easterly boundary line with the Northerly line of said Tax Lot 10; thence North 55° 48' East 134.0 feet, more or less, along the Southerly line of the St. Johns Bridge right of way, to a point in the Westerly right of way line of Spokane, Portland & Seattle Railway Company; thence Southeasterly along said right of way line of the Spokane, Portland & Seattle Railway Company, a distance of 100 feet to a point; thence South 55° 48' West and parallel to the said Southerly line of the St. Johns Bridge, to a point in the said Easterly boundary line of St. Helens Boulevard; thence Northwesterly along the said Easterly line of St. Helens Boulevard, 100 feet to the point of beginning.

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

June 7, 2004

Mr. Edward Trompke
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Mr. Trompke:

Pursuant to the real estate agreement, I am notifying you that I have some notices regarding the property from the state office of DEQ. You are free to review my files. In addition, I am forwarding copies of all leases on the property.

The property was managed for some time by Rick Taylor, who no longer manages the property. I am forwarding a letter requesting that he make his files available, but I do not know whether he has retained those files.

As I advised, I do not know if ten feet will be sufficient for the City Water Bureau facility, but I will ask the City to advise. In the meantime, I am enclosing a copy of the description which I believe corresponds to the land occupied by the pump station.

Marine Finance Corporation had a survey performed of the waterway adjacent to the property. I enclose a copy of the legal description (I also have oversized maps, but will need to arrange to have those duplicated). As I indicated, our surveyor believes that most of the land we are leasing was land not submerged at the relevant time, and we may be renting land we do not need to rent. In the meantime, I will notify the state that we anticipate closing within 90 days and that we are going to let you negotiate with them directly the terms of a new lease. We are currently on a month-to-month lease.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

C:\Work\MFC - CCI\Correspondence\Ltr to Ed Trompke 6-07-04.wpd
GTC:kcs
cc: Dick Shafer

Enc.

AAC001853

9/01/04 8am
FOR YOUR INFORMATION
JORDAN SCHRADER

GORDON T. CAREY, JR.
Attorney at Law
721 SW OAK STREET, SECOND FLOOR
Telephone: (503) 222-1415 PORTLAND, OREGON 97205 Facsimile: (503) 222-1923

August 30, 2004

Ms. Carol Keddy
Jordan Schrader PC
P O Box 230669
Portland, Oregon 97281

BY FAX 503 598-7373

Re: *Marine Finance Property Located at 8444 NW St. Helens Road*

Dear Carol:

Enclosed are copies of certificates of insurance for the tenants at the above-referenced property. There is only one certificate for Transloader/Transglobal. I suspect both companies are under the same policy. I do not have a certificate yet for Kuney Construction, but I have requested it.

I am enclosing the current AON policy. As I indicated, it is my impression that CCI insured the Marine Finance property under a policy which covered all properties upon which CCI claimed a lien. I do not have a copy of that policy. For a copy, I suspect you will need to contact the receiver in San Diego.

If you have any questions, please advise.

Thank you.

Very truly yours,

Gordon T. Carey, Jr.

C:\Work\MFC - CCI\Correspondence\Ltr to Carol Keddy 8-30-04.wpd
GTC:kcs
Enclosures

CLP CLK
WORKING COPY
DATE: 9/01/04

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 08/08/2003

PRODUCER 877-559-6769

Willis North America, Inc. - Regional Cert Center
11201 N. Tatum Boulevard
Suite 300
Phoenix, AZ 85028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Long Painting Company
990 Division
21414 68th Ave. So.
Kent, WA 98032

INSURER A: Evanston Insurance Company 35378-000
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	03ELF00124	8/1/2003	7/1/2004		
	[X] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				FIRE DAMAGE (Any one fire)	$ 50,000
	[X] WA Stop Gap				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY					
	[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	[ ] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
					WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
	OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Lease of vacant land for the purpose of storing equipment and supplies at: 8444 NW St. Helen Road, Portland, OR.

The following is/are added as Additional Insured as respects to work performed by or on behalf of the Named Insured when required by written contract, subject to policy limits, terms and conditions: Marine Finance Corporation

CERTIFICATE HOLDER

[ ] ADDITIONAL INSURED; INSURER LETTER:

Marine Finance Corporation
c/o Gordon T. Carey, Jr.
721 SW Oak Street, 2nd Floor
Portland, OR 97205

CANCELLATION Nonpayment/Statutory

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
William C. Nelson III

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 07/28/2003

PRODUCER

877-559-6769

Willis North America, Inc. - Regional Cert Center
11201 N. Tatum Boulevard
Suite 300
Phoenix, AZ 85028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Long Painting Company
990 Division
21414 68th Ave. So.
Kent, WA 98032

INSURERS AFFORDING COVERAGE

INSURER A: Admiral Insurance Company	24856-000
INSURER B: American International Specialty Lines In	26883-002
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	A02AG14453	8/6/2002	8/1/2003	EACH OCCURRENCE	$ 1,000,000
B	[X] COMMERCIAL GENERAL LIABILITY	8085617	8/6/2002	8/1/2003	FIRE DAMAGE (Any one fire)	$ 50,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
	[X] WA Stop Gap				PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PROJECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY					
	[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

E: Lease of vacant land for the purpose of storing equipment and supplies at: 8444 NW St. Helen oad, Portland, OR.

he following is/are added as Additional Insured as respects to work performed by or on behalf of he Named Insured when required by written contract, subject to policy limits, terms and onditions: Marine Finance Corporation

ERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER:

Marine Finance Corporation
c/o Gordon T. Carey, Jr.
721 SW Oak Street, 2nd Floor
Portland, OR 97205

CANCELLATION Nonpayment/Statutory

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William C. Nelson III

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/27/2004

PRODUCER Ron Rothert Insurance Services C/
Pacific Marine & Energy Resources, Inc
DBA: ISU Insurance - Corporate Res
10423 SE 23rd Avenue
Milwaukie, OR 97222

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Hendren Tow Boat Co, Inc.
12751 NW Springfield Road
Portland, OR 97229

INSURER A: Scottsdale/National Casualty
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CLS0988643	01/22/2004	01/22/2005	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
	AUTOMOBILE LIABILITY	"THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINE LAWS. IT IS NOT COVERED BY THE PROVISIONS OF ORS 734.510 OR 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT, THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE." RON ROTHERT INSURANCE, INC.			COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	$
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Except 10 days notice for non-payment of premium*

Certificate holder has been added as additional insured

CERTIFICATE HOLDER

Marine Finance Corp
8444 NW St Helens Road
Portland, OR 97231

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

AAC001858

COUNTRY
Insurance & Financial Services

Country Casualty Insurance Company
P.O. Box 2209, Salem, Oregon 97308-2209

CERTIFICATE OF INSURANCE

☐ CPP ☒ BOP ☐ OTHER

Billing Number	Effective Date	Insurance Office/Agent No.
9003000	10/02/2003	5002/36001
Agent James King		Agent Phone 503-640-6116

CERTIFICATE HOLDER

Marine Finance Corporation
721 SW Oak St
Portland, OR 97205

Attn: Gordon T Carey, Jr

INSURED'S NAME AND ADDRESS

Transloader International Company, LLC
8888 St. Helens Rd
Portland, OR 97231

The policies listed below have been issued to this named insured. Limits shown are the policy limits in effect at the date of this certificate. Claims paid anytime during the policy period may reduce some of these limits. This certificate is for information only and does not amend, alter or extend any coverage provided by policies listed.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owners & Contractors Protective ☒ Businessowners ☐	CM5000434	10/02/2004	General Aggregate Products Comp/Ops Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any One Fire) Medical Expense (Any One Person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 5,000
AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos			Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	$ $ $ $
GARAGE LIABILITY			Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage Garage Operations Aggregate	$ $ $ $ $
EXCESS LIABILITY ☐ Commercial Umbrella ☐ Other Than Umbrella			EACH OCCURRENCE $ $	AGGREGATE $ $
WORKERS' COMPENSATION AND EMPLOYERS LIABILITY			STATUTORY $ (Each Accident) $ (Disease-Each Employee) $ (Disease-Policy Limit)	
OTHER			$	

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as an Additional Insured.

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agencies or representatives.

Issued at: Bloomington IL

10/06/2003
DATE

AUTHORIZED REPRESENTATIVE

91600a (00-04/01/99)

AAC001859

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 06/17/2003

PRODUCER (503)221-5420 FAX (503)221-8732
J. B. Nibley Insurance, Inc.
00 SW First Avenue, Suite 10
ortland, OR 97201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Black Cat Studios
19003 NW Columbia
Portland, OR 97231

INSURER A: Travelers Property Casualty
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	680 698Y130	02/11/2003	02/11/2004	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 300,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Additional Insured: (landlord) Marine Finance Corporation

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER:

Marine Finance Corporation
% Gordon T Carey, Jr Attorney at Law
721 SW Oak ST Second Floor
Portland, OR 97205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MARINE FINANCE CORPORATION

INSURANCE POLICY

Effective Date
04/25/2004

AON
Risk Services
of Texas, Inc.

Sheran Dixon
Aon Risk Svcs of TX-Dallas Small ACS
2711 N. Haskell Ave., LB 9
Dallas, TX 75204
Toll Free :866-733-5747 ext 2332
Toll Free Fax: 866-732-7545
E-Mail: sheran_dixon@ars.aon.com

The St Paul

DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

The certified acts of terrorism premium charge shown below is for coverage under this policy for insured losses covered by the Terrorism Insurance Program established by the Terrorism Risk Insurance Act of 2002 (the Act). That Program applies to certain losses, if otherwise covered by your policy, that result from an "act of terrorism," as that term is defined in and certified under the Act (insured losses). This terrorism premium does not include any charges for the portion of insured losses covered by the Federal Government under the Act. The Federal Government shares in the payment of insured losses under the Act, and the amount of its share is 90% of such losses that exceed the applicable insurer deductible.

If $0 is shown below for the certified acts of terrorism premium charge, this policy provides such terrorism coverage for no premium charge.

The certified acts of terrorism premium charge shown below does not apply to any insuring agreement or coverage part in this policy for which you did not accept our offer, for a premium charge, of such terrorism coverage. If you did not accept our offer of such terrorism coverage, this policy contains one or more exclusions that apply to certified acts of terrorism under each such insuring agreement or coverage part.

The Act establishes a cap on our liability to pay for insured losses if the aggregate amount of insured losses under the Act exceeds $100,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount that exceeds such aggregate amount of $100,000,000,000.

Name of Insured: MARINE FINANCE CORPORATION

Policy Number: SF05528253

Effective Date: 04/25/04

Certified Acts Of Terrorism Premium Charge: $40.00

Processing Date: 05/13/04 14:01 001

AON

Aon Risk Services of Texas, Inc.

Client Service Business Unit
2711 North Haskill Avenue • Lock Box 9
Dallas, Texas 75204-2999

AAC001863

The St Paul

NOTICE OF COVERAGE CHANGE
FOR
TOBACCO EXCLUSION ENDORSEMENTS
(FOR LIABILITY COVERAGE)

Important note: We've made a change in coverage from your previous policy by adding one or more endorsements to your new policy. Please read each endorsement carefully. This change is briefly described in this notice so that you can more easily compare your new policy to your old policy.

One or more of the following exclusion endorsements are part of your policy:

G0572 Tobacco Exclusion Endorsement (which applies to Commercial General Liability Protection)

E0236 Tobacco Exclusion Endorsement - Umbrella Excess Liability

Each of these endorsements excludes coverage for:

- injury or damage, and medical expenses (if provided by the insuring agreement), that result from any manufacture, sale, handling, distribution, or advertising of tobacco or tobacco products, as defined in the endorsement, in any form;
- injury or damage, and medical expenses (if provided by the insuring agreement), that result from any actual, alleged, or threatened absorption, consumption, ingestion, inhalation, or use of, or exposure to, tobacco or tobacco products, as defined in the endorsement, in any form; and
- loss, costs, or expenses that result from certain requests, demands, orders, or statutory or regulatory requirements related to tobacco or tobacco products, as defined in the endorsement, in any form.

Special Notices

Special Notice for Policies Issued or Delivered in the State of New York:

In accordance with New York Statute Section 3426(g), you are entitled to loss information upon written request, which we will furnish within 20 days of receipt of such request.

Special Notice for Policies Issued or Delivered in the State of Wisconsin:

In accordance with Wisconsin Statute Section 631.36(5)(a), if this notice is mailed or delivered to you within 60 days of the renewal date of the policy, you may elect to cancel the renewal policy at any time during a 60-day period which begins on the date this notice is mailed or delivered.

Special Notice for Liability Policies Issued or Delivered in the State or Commonwealth of Virginia:

In accordance with Virginia Statute Section 38.2-231 (C) (5), you are entitled to request in writing, within fifteen days of receipt of this notice, that the Commissioner of Insurance review our action(s).

This notice does not replace or add to the terms of your policy. You should contact your agent or broker if you have any questions about this notice or the endorsements described above.

AAC001864

COPY

INTRODUCTION

The St Paul

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: SF05528253

SWETT & CRAWFORD GROUP
P.O. BOX 40008
FRESNO, CA 93755
CA LIC #0532269/AGENT #5930223

In return for your premium, we'll provide the protection stated in this policy.

We, us, our and ours mean the **St. Paul Surplus Lines Insurance Company**. We're a capital stock company located in St. Paul, Minnesota.

The words you, your and yours mean the insured named here, which is a/an

CORPORATION
MARINE FINANCE CORPORATION
C/O GORDON T. CAREY JR.
721 SW OAK STREET, 2ND FLOOR
PORTLAND, OR 97205

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 04/25/04
and will continue until 04/25/05

Your former policy number is automatically replaced: SF05524029

Your premium for the policy period shown is: $2,040.00
However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

CJT/AAW/S&C WOODLAND HILLS

President

Countersignature

Secretary

Date 05/13/2004

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AAC001865

SERVICE OF SUIT ENDORSEMENT

The St Paul

St. Paul Surplus Lines Insurance Company

What This Endorsement Does

If we don't pay a claim under this policy and you sue us, we'll honor the decision of the court that is authorized to hear the case. Of course, we may appeal a decision.

Who can be served. If you want, you can serve the papers for a suit against us by serving the President of the Company, or the person the President designates to receive such service, at 385 Washington Street, St. Paul, MN 55102. That person will be authorized to receive the service of the papers on behalf of the Company.

However, you may also serve or send papers involving such legal action to the Commissioner, Director or Superintendent of Insurance for the state in which the suit is being filed. We designate that appropriate officer, or that person's successor, to mail a copy of the papers to us.

Special rule for California. For the State of California we authorize David Kuhn, 333 City Boulevard W, Suite 1100, Orange, CA 92868, to be served and to mail us the papers.

Special rule for Rhode Island. For the State of Rhode Island we authorize John J. Pasterczyk, 23 Kennedy Road, Foster, RI 02825, to be served and to mail us the papers.

Other Terms

All other terms of your policy remain the same.

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COPY

POLICY FORM LIST

The St Paul

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Disclosure Notice Terrorism Risk Insurance Act Of 2002	D0100	03-03
Introduction (Surplus Lines)	32210	05-97
Service Of Suit Endorsement	5180	04-02
Policy Form List	40705	05-84
General Rules (St. Paul Surplus Lines)	800	07-97
Minimum Earned Premium Endorsement	8578	06-88
What To Do If You Have A Loss	40814	11-91
Commercial General Liability Protection Coverage Summary	70796	08-92
Liability Protection Estimated Premium Summary	6672	08-86
Commercial General Liability Protection	47500	01-01
Asbestos Exclusion Endorsement	G0468	03-02
Tobacco Exclusion Endorsement	G0572	10-03
Mold, Other Fungi, Or Bacteria Exclusion Endorsement	G0492	04-02
Property Damage Change And Intellectual Property Exclusion Endorsement	G0467	07-01
Described Premises Or Projects Limitation Endorsement	43384	01-96
Employment-Related Practices Exclusion Endorsement	47153	09-01
Products Or Completed Work Exception Endorsement	43619	01-01
Total Pollution Injury Or Damage Exclusion Endorsement	47020	01-96
Lead Exclusion Endorsement - Commercial General Liability Protection	V0071	11-00

Name of Insured MARINE FINANCE CORPORATION

Policy Number SF05528253

Effective Date 04/25/04

Processing Date 05/13/04 14:01 001

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AAC001867

These rules apply to the entire policy unless you're notified otherwise.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $50 or less, we'll waive this amount. If the difference in premium we owe you is $50 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to 3 years after this policy ends.

Policy Changes

This policy contains all the agreements between you and us concerning this

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Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred. State law gives you more time for property located in these states:

- North Dakota, North Carolina, Maryland - 3 years;
- Wyoming - 4 years; and
- Kansas, Nebraska - 5 years.

If your policy includes liability insurance. No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

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MINIMUM EARNED PREMIUM ENDORSEMENT

The St Paul

This endorsement changes the General Rules.

What This Endorsement Does

The following is added to the Cancellation section of the General Rules.

Minimum earned premium. If the first named insured cancels after this policy goes into effect, our charge for early cancellation mentioned earlier in this rule will not be less than 25% of the premium you pay for this policy.

Other Terms

All other terms of your policy remain the same.

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WHAT TO DO IF YOU HAVE A LOSS

The St Paul

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy you must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.

3. Do what is reasonable and necessary to protect covered property from further damage. Keep a record of your expenses for consideration in your claim.

4. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.

5. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to take samples of damaged and undamaged property for testing and analysis.

6. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.

7. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
- The time and place of the accident or incident;
- The protected person involved;
- The specific nature of the accident or incident including the type of demand for damages that may result; and
- The names and addresses of any witnesses and injured people.

Important Notice For Health Care Providers
If your policy includes one of our claims-made medical professional liability protection insuring agreements, you should also read the When This Agreement Covers Section of that agreement. We won't consider a "Patient Incident Report," "Variance Report," or any other report made for loss prevention purposes to be your report of a claim. This applies even if you send it to us or one of our agents.

3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

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COMMERCIAL GENERAL LIABILITY PROTECTION COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage

General total limit.	$ 1,000,000.
Products and completed work total limit.	$ 1,000,000.
Personal injury each person limit.	$ 1,000,000.
Advertising injury each person limit.	$ 1,000,000.
Each event limit.	$ 1,000,000.
Premises damage limit.	$ 100,000.
Medical expenses limit.	$ 5,000.

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply too. If so, they're listed on the Policy Forms List.

DESCRIBED PREMISES OR PROJECTS LIMITATION ENDT 43384(01/1996)
DESCRIPTION OF PREMISES:
8444 N.W. ST HELENS RD, PORTLAND, OR 97231

PRODUCTS OR COMPLETED WORK EXCEPTION ENDT 43619(01/2001)
LAND (45539)
BUILDINGS (61217)

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LIABILITY PROTECTION ESTIMATED PREMIUM SUMMARY

The St Paul

This summary applies to your Liability Protection.

What This Summary Does

All or part of your Liability Protection premium is estimated. It's based on estimated exposure. This summary shows when and how we'll figure your actual premium.

Exposure means the amount of premium basis developed for each rating classification shown in the Estimated Premium Table.

When we'll figure your actual premium. We'll figure your actual premium at the end of the policy year. If an interim audit period is shown, we'll also figure your premium at the end of each such period during the policy year.

You agree to promptly provide your actual exposure for the policy year, and if shown, each interim audit period, when we request them or make a physical audit.

How we'll figure your actual premium at the end of the policy year. We'll multiply your actual exposure by the rates shown in the Estimated Premium Table. This will determine your actual premium for the policy year. If it's more than the premium we previously charged, you'll pay the balance when due. If it's less, you'll get credit for the difference. But you won't pay less than the total of the coverage minimum premiums.

How we'll figure your actual premium during the policy year. If an interim audit period is shown, we'll multiply your actual exposure by the rates shown in the Estimated Premium Table. This will determine your actual premium for that period. You'll pay this premium when due, in addition to any other premium we previously charged.

Other Terms

All other terms of your policy remain the same.

Interim audit period:

Estimated Premium Table

The following applies from 04/25/2004 to 04/25/2005

Coverage: COMMERCIAL GENERAL LIABILITY

Rating classification: LAND-OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY)

Code number: 45539

Premium basis: ACRES

Exposure: 7

Rate: $3.525

The rate applies per: EACH

Coverage minimum premium: $48.MP

Name of Insured MARINE FINANCE CORPORATION

Policy Number SF05528253 **Effective Date** 04/25/04

Processing Date 05/13/04 14:01 001

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LIABILITY PROTECTION ESTIMATED PREMIUM SUMMARY

The St Paul

This summary applies to your Liability Protection.

What This Summary Does

All or part of your Liability Protection premium is estimated. It's based on estimated exposure. This summary shows when and how we'll figure your actual premium.

Exposure means the amount of premium basis developed for each rating classification shown in the Estimated Premium Table.

When we'll figure your actual premium. We'll figure your actual premium at the end of the policy year. If an interim audit period is shown, we'll also figure your premium at the end of each such period during the policy year.

You agree to promptly provide your actual exposure for the policy year, and if shown, each interim audit period, when we request them or make a physical audit.

How we'll figure your actual premium at the end of the policy year. We'll multiply your actual exposure by the rates shown in the Estimated Premium Table. This will determine your actual premium for the policy year. If it's more than the premium we previously charged, you'll pay the balance when due. If it's less, you'll get credit for the difference. But you won't pay less than the total of the coverage minimum premiums.

How we'll figure your actual premium during the policy year. If an interim audit period is shown, we'll multiply your actual exposure by the rates shown in the Estimated Premium Table. This will determine your actual premium for that period. You'll pay this premium when due, in addition to any other premium we previously charged.

Other Terms

All other terms of your policy remain the same.

Interim audit period:

Estimated Premium Table

The following applies from 04/25/2004 to 04/25/2005

Coverage: COMMERCIAL GENERAL LIABILITY

Rating classification: BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY)

Code number: 61217

Premium basis: AREA

Exposure: 400 SQ FT

Rate: $59.372

The rate applies per: 1,000 SQ FT

Coverage minimum premium: $48.MP

Name of Insured MARINE FINANCE CORPORATION

Policy Number SF05528253 **Effective Date** 04/25/04

Processing Date 05/13/04 14:01 001

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This insuring agreement provides general liability protection for your business. There are, of course, limitations and exclusions throughout this agreement that apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

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What This Agreement Covers

Bodily injury and property damage liability.
We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury or property damage that:

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physical damage to tangible property of others that:

- isn't previously known physical damage to tangible property of others; and
- happens while this agreement is in effect;

we'll consider such continuation, change, or resumption to also happen while this agreement is in effect if that would be the result because of a continuous, multiple, or other coverage trigger required under the law that applies.

We'll consider all loss of use of:

- damaged tangible property to happen at the time of the physical damage that caused it; and
- undamaged tangible property to happen at the time of the event that caused it.

Previously known physical damage to tangible property of others means physical damage to tangible property of others that happened before this agreement begins and was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that property damage to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that property damage.
- Any described individual protected person witnessing, or being told of, the beginning, or any change, continuation, or resumption, of all or part of that property damage.

Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

We explain the terms:

- claim and suit in the Right and duty to defend a protected person section;
- executive officer and other organization in the Corporation or other organization section; and
- employee in the Employees and volunteer workers section.

Personal injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- results from your business activities; and
- is caused by a personal injury offense committed while this agreement is in effect.

Personal injury means injury, other than bodily injury or advertising injury, that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that a person occupies, if such entry or eviction is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.
- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, if such invasion is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.
- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

Covered material means any material in any form of expression, including material made known in or with any electronic means of communication, such as the Internet.

But we won't consider the following to be covered material:

- Any website, part of a website, or content of a website, that's designed, built, maintained, or determined for others by or for any protected person whose business is designing, building, or maintaining, or determining the content of, websites for others.
- Any material made known in an electronic chatroom or bulletin board over which any protected person exercises control, or that any protected person hosts or owns.

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protected person against a claim or suit for injury or damage covered by this agreement. We'll have such right and duty even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any event, offense, claim, or suit to the extent we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Claim means a demand that seeks damages.

Suit means a civil proceeding that seeks damages. It includes:

- an arbitration proceeding for damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for damages to which the protected person submits with our consent.

Injury or damage means:

- bodily injury, personal injury, or advertising injury; or
- property damage.

Offense means any:

- personal injury offense; or
- advertising injury offense.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to $2,500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the available limit of coverage. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than $500 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person for covered injury or damage in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

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You manufacture a product in the coverage territory. It is exported to Norway. A few months later a Norwegian citizen is allegedly injured while using that product and, as a result, sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have the duty to defend you against the suit and pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside of the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain the term your products in the Products and completed work total limit section.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

However, no employee or volunteer worker is a protected person for bodily injury or personal injury to:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse, or any child, parent, brother, or sister, of that employee or volunteer worker if such injury results from the bodily injury or personal injury to such fellow employee or volunteer worker.

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Landlords. Any landlord, lessor, manager, or owner of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of that premises while you rent or lease it.

However, no landlord, lessor, manager, or owner is a protected person for injury or damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person for such bodily injury or property damage. But only if there's no valid and collectible other insurance available to cover its liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain the terms:

- controlled by in the Employees and volunteer workers section;
- mobile equipment in the Mobile equipment exclusion; and
- other insurance in the Other Insurance section.

Newly acquired or formed organizations. Any organization that you acquire or form while this agreement is in effect that isn't a partnership, joint venture, or limited liability company is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 180 days, or the remainder of the time this agreement is in effect, whichever period is shorter, from the date you acquire or form it, unless we agree it should continue to be a protected person after the end of that period of time;
- bodily injury or property damage that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offense committed before you acquired or formed it; or
- injury or damage that's covered by other similar general liability insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, all protected persons share the limits of coverage shown in the Coverage Summary. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits of coverage shown in the Coverage Summary and the information

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- Containers that are vehicles provided with or for your products.
- Property that's rented or leased to others.
- Property that you haven't sold, but which you allow others to use. For example, a vending machine.

Your completed work means your work that:

- is completed, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete; or
- has been abandoned by you.

We'll consider your work to be completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Your completed work includes:

- any warranty provided with or for your completed work;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your completed work; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your completed work.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials or parts, or tools.
- Work done in connection with transporting property.
- Any premises or other real property that you own.
- Any work done to a premises or other real property that you rent or lease from others, or own.
- Any work while on a premises that you rent, lease, or borrow from others, or own.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work if:

- the vehicle isn't owned or operated by you;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

Your work means any:

- work that you're performing or others are performing for you; or
- service that you're providing or others are providing for you.

Your work includes:

- all equipment, materials, parts, or tools being provided or used with or for your work;
- any statement being made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions being provided, or that should have been provided, with or for your work.

We explain the term loading or unloading in the Auto exclusion.

Personal injury each person limit. This is the most we'll pay for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person limit. This is the most we'll pay for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

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- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of an aircraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of an aircraft chartered by a protected person if:

- the aircraft is chartered with crew, including a pilot; and
- the protected person isn't using the aircraft to carry persons or property for a charge.

We explain the terms:

- covered contract in the Contract liability exclusion;
- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Auto. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any auto owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the parking of an auto on a premises, or on the ways next to such premises, if:

- the premises is owned, rented, leased, or borrowed by you; and
- the auto isn't owned, rented, leased, or borrowed by any protected person.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Auto means any land motor vehicle, trailer, or semitrailer that's designed for travel on public streets or roads.

We'll consider any machinery or equipment that's permanently attached to an auto to be part of the auto.

But we won't consider mobile equipment to be an auto.

Loading or unloading means the handling of property:

- while it's being moved from the place where it's accepted for transportation;
- while it's being loaded, transported, and unloaded; and
- until it's moved to the place where it's finally delivered.

But we won't consider moving property by an unattached mechanical device to be loading or unloading.

Unattached mechanical device includes any forklift, conveyor, or other unattached mechanical device, other than a hand truck.

Entrustment to others means:

- the permitting of others to use or do something; or
- the giving of something to others for safekeeping.

Supervision of others means:

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coverage. Our duty to make such payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

We'll have the right to appeal a judgment awarded in a suit against an indemnitee if:

- the judgment includes damages for injury or damage for which you have assumed liability under a covered contract;
- such injury or damage is covered by this agreement;
- the indemnitee and its insurers don't appeal the judgment; and
- you agree we may seek the cooperation of that indemnitee for such an appeal.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All expenses we incur.
- All reasonable expenses that any protected person and the indemnitee incur at our request while helping us with the appeal, other than the cost of appeal bonds.
- The cost of any required appeal bond. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the indemnitee, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.
- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

Covered contract means:

- any easement or license agreement;
- any elevator maintenance agreement;
- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;
- any sidetrack agreement;
- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for injury or damage that results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the tort liability of another to pay damages for injury or damage.

But we won't consider the following parts of those other contracts or agreements under which you assume the tort liability of another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Tort liability means a liability that would be imposed by law without any contract or agreement.

Architect, engineer, or surveyor indemnity means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, or any map, opinion, report, survey, change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

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completed work and were never occupied, rented, or held for rental by you.

- Personal property that's in the care, custody, or control of the protected person. But we won't apply this exclusion part to premises damage.
- That particular part of real property being worked on by or for you if such property damage results from your work.
- That particular part of any property that must be restored, repaired, or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to property damage that results from your completed work.

Furthermore, we won't apply this exclusion to the liability of another to pay damages for property damage, other than property damage to the property described below, if you have assumed such liability under a sidetrack agreement made before the property damage happens:

- Property that you rent or lease from others, own, or occupy.
- Premises that you sell, give away, or abandon.

We explain the terms:

- premises damage in the Each event limit section; and
- your work and your completed work in the Products and completed work total limit section.

Damage to your products or completed work. We won't cover property damage to any of your products that's caused by your products themselves or by any of their parts. For example:

You manufacture air conditioners. They contain several moving parts that can break down for many reasons. Regardless of the cause, we won't protect you for any property damage to the part that fails or to the rest of the air conditioner.

Nor will we cover property damage to your completed work that's caused by your completed work itself or by any of its parts. But we won't apply this exclusion part to such property damage if:

- this agreement provides completed work liability coverage; and
- your completed work that's damaged, or your completed work that causes the property damage, was done for you by others.

For example:

You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The building is accepted by the owner. If it's damaged by a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion to property damage to your completed work done by you.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results from:

- the protected person knowingly breaking any criminal law; or
- any person or organization breaking any criminal law with the consent or knowledge of the protected person.

Employers liability. We won't cover bodily injury to an employee of the protected person arising out of and in the course of his or her:

- employment by the protected person; or
- performance of duties related to the conduct of the protected person's business.

Nor will we cover bodily injury to the spouse, or any child, parent, brother, or sister, of that employee if such bodily injury results from the bodily injury to such employee.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

You manufacture tires. Your employee is injured while driving a company truck equipped with your tires, when one of the

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any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

But we won't apply this exclusion to bodily injury or property damage that results from your products or your completed work.

Nor will we apply this exclusion to advertising injury that results from the unauthorized use of any:

- copyrighted advertising material;
- trademarked slogan; or
- trademarked title;

of others in your advertising.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Liquor liability. We won't cover bodily injury, property damage, or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving, or furnishing alcoholic beverages to any person under the legal drinking age or under the influence of alcohol; or
- violating any law or regulation applying to the sale, gift, distribution, or use of alcoholic beverages.

However, we'll apply this exclusion only if you're in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For example:

You manufacture office equipment. Each year you host an awards banquet with an open bar for your sales representatives. After this year's banquet an intoxicated guest is involved in an auto accident. The guest and several others are injured. If someone sues you, alleging that your serving of liquor caused the guest's intoxication and involvement in the accident, we won't apply the Liquor liability exclusion because you're not in the business of serving liquor.

But we won't apply this exclusion to premises damage.

We explain the term premises damage in the Each event limit section.

Material previously made known or used. We won't cover personal injury or advertising injury that results from:

- any material that was first made known before this agreement begins; or
- any advertising idea or advertising material, or any slogan or title, of others, whose unauthorized use in your advertising was first committed before this agreement begins.

Medical expenses of certain persons. We won't cover medical expenses that are incurred by or for any person:

- injured while qualifying as a protected person, other than your volunteer workers;
- injured while performing work that he or she was hired to do for any protected person, or any tenant of a protected person;
- injured on that part of any premises that you rent or lease from others, or own, and that the injured person normally occupies;
- to whom such medical expenses are payable, or must be provided, as benefits under any workers compensation law, disability benefits law, or similar law;
- injured by your products or your completed work;
- injured due to war; or
- who refuses to be examined as often as we require, within reason, by doctors we choose.

War includes:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign, or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

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- the hazardous properties of nuclear material; or
- the operation of a nuclear facility by any person or organization.

In addition, we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- the nuclear material is located at, or at any time discharges or disperses from, a nuclear facility that is or was at any time owned by any protected person, or operated by or for any protected person;
- the nuclear material is contained in spent nuclear fuel, or nuclear waste, that is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any protected person; or
- the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of a nuclear facility. However, we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by any of the following organizations or their successors:

- Nuclear Energy Liability Insurance Association.
- Mutual Atomic Energy Liability Underwriters.
- Nuclear Insurance Association of Canada.

Hazardous properties includes radioactive, toxic, or explosive properties.

Nuclear material means any of the following materials defined in the federal Atomic Energy Act or any of its amendments:

- Source material.
- Special nuclear material.
- By-product material.

Nuclear facility means any:

- nuclear reactor;
- uranium isotopes separation device or equipment;
- special nuclear material device or equipment; or
- nuclear waste site.

Nuclear facility includes:

- the site on which it's located;
- all operations conducted on such site; and
- all premises used for such operations.

Nuclear reactor means any device, equipment, or machine designed or used to:

- sustain nuclear fission in a self-supporting chain reaction; or
- contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:

- separating the isotopes of uranium or plutonium;
- processing or utilizing spent nuclear fuel; or
- handling, processing, or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating, or alloying of special nuclear material if the total amount of such material is at any time in the custody of any protected person at the premises where the device or equipment is located and is more than:

- 25 grams of plutonium or uranium 233, or any combination of those two materials; or
- 250 grams of uranium 235.

Nuclear waste site means any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:

- contains by-product material; and
- results from the operation of any nuclear reactor, or uranium isotopes separation

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the handling, storage, disposal, processing, or treatment of waste. For example:

For several years waste generated by your manufacturing business was disposed of in a landfill owned by others. The landfill was closed two years ago. Nearby residents now allege that they're being injured by the waste from there. We won't cover such injury.

Protected person's work site means any premises, site, or location at, on, or in which work is being performed by or for any protected person when:

- the pollution involves a pollutant that is brought to, on, or in such premises, site, or location by or for the protected person in connection with such work; or
- the work being performed is pollution work.

For example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that the tank has been leaking. Some of the escaped fuel is found to have seeped into an underground conduit and damaged the insulation on the fiber optic cables in the conduit. We won't cover such property damage.

Waste pollutant means any pollutant that is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- any protected person; or
- any person or organization for whom you may be legally responsible.

For example:

Waste generated by your business is transported to a landfill by a trucker hired by you. There is an accident that causes the waste to be spilled onto the road. One of the firefighters who responds to the accident later alleges that fumes from the waste made her ill. We won't cover such injury.

Building heating equipment fumes, smoke, soot, or vapors means only the fumes, smoke, soot, or vapors that:

- result from equipment used to heat a building at or on a protected person's premises; and
- are within that building.

Contractor or service work materials fumes, gases, or vapors means only the fumes, gases, or vapors that:

- result from materials brought into a building at or on a protected person's work site in connection with work, other than pollution work, being performed there by or for you; and
- are within that building.

Hostile fire heat, fumes, or smoke means only the heat, fumes, or smoke that result from a hostile fire at, on, in, or from:

- the protected person's premises, other than a waste site; or
- the protected person's work site, other than a waste site, but only if the hostile fire doesn't result from pollution work being performed by or for the protected person.

Hostile fire means a fire that:

- becomes uncontrollable; or
- breaks out from where it was intended to be.

Mobile equipment operating fluids means only the fuels, lubricants, or other operating fluids that:

- are part of the mobile equipment being maintained, operated, or used in connection with work, other than pollution work, being performed by or for the protected person at, on, or in the protected person's work site;
- are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the work being performed by or for the protected person; and

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the effect of the vapor cloud on their health. We won't cover the cost of such pollution work, regardless of who orders or performs it.

We explain the terms:

- pollutant in the Pollution injury or damage exclusion; and
- your products in the Products and completed work total limit section.

Poor quality or performance. We won't cover advertising injury that results from the failure of your products, your work, or your completed work to conform with advertised quality or performance.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Product recall. We won't cover any loss, cost, or expense that is incurred by you or others and results from any recall, removal, or withdrawal of:

- impaired property;
- your products; or
- your completed work;

from the market, or from use by any person or organization, for any reason.

Nor will we cover any loss, cost, or expense that is incurred by you or others and results from the:

- loss of use;
- adjustment, inspection, repair;
- replacement; or
- disposal;

of such property, products, or completed work.

We explain the terms:

- impaired property in the Impaired property exclusion; and
- your products and your completed work in the Products and completed work total limit section.

Unnamed partnership, joint venture, or limited liability company. We won't cover injury or damage or medical expenses that result from the conduct of any current or past partnership, joint venture, or limited liability company that isn't shown in the Introduction as a named insured.

But we won't apply this exclusion to the extent such organization otherwise qualifies as a protected person under the Who Is Protected Under This Agreement section.

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of a watercraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- watercraft while ashore on premises that you rent or lease from others, or own;
- watercraft you don't own that is less than 75 feet long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

We explain the terms:

- covered contract in the Contract liability exclusion;
- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

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But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of $1,000,000. Besides this agreement, two other policies apply to the judgment. The limit under this agreement is $500,000. Policy B has a $100,000 limit and Policy C's limit is $300,000.

First, $100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies. The result is Policy B's limit is used up, the balance due on the judgment is $700,000, $400,000 remains of this agreement's limit, and the unused portion of Policy C's limit equals $200,000.

Next, $200,000 is subtracted from the limit under this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial $100,000 payment. The result is Policy C's limit is used up, the balance due on the judgment is now $300,000, and this agreement has $200,000 of its limit remaining.

Finally, the rest of the limit under this agreement is paid. The result is this agreement's limit is used up and the balance due on the judgment is now $100,000, which you must pay. The total paid under each policy is $500,000 this agreement, $100,000 Policy B, and $300,000 Policy C.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay the portion of the damages that is equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of $600,000. Besides this agreement, another policy applies to the judgment. The limit under this agreement is $300,000. Policy B has a $100,000 limit. The total limit of all insurance is $400,000.

Our limit is 75% ($300,000/$400,000) of the total limit. But we won't pay 75% of the judgment because that $450,000 share is more than our limit. We'll pay only our limit, which is $300,000.

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ASBESTOS EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Asbestos. We won't cover injury or damage or medical expenses that result from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of asbestos in any form by any person; or
- existence of asbestos in any form.

Nor will we cover injury or damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
- existence of any such other irritant or contaminant in any form;

and is part of any claim or suit that also alleges any injury or damage described in the first paragraph of this exclusion.

We also won't cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos in any form; or
- respond to, or assess, in any way the effects of asbestos in any form.

Because asbestos, and any such other irritants or contaminants, are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- Pollution injury or damage exclusion.
- Pollution work loss, cost, or expense exclusion.
- Any other pollution-related exclusion made part of this agreement.

We explain the terms pollutant and waste in the Pollution injury or damage exclusion.

Other Terms

All other terms of your policy remain the same.

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TOBACCO EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Tobacco. We won't cover injury or damage or medical expenses that result from any:

- manufacture, sale, handling, distribution, or advertising of tobacco or tobacco products in any form; or
- actual, alleged, or threatened absorption, consumption, ingestion, inhalation, or use of, or exposure to, tobacco or tobacco products in any form.

Nor will we cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize tobacco or tobacco products in any form; or
- respond to, or assess, in any way the effects of tobacco or tobacco products in any form.

Tobacco or tobacco products means any:

- raw or cured tobacco;
- cigarettes;
- cigars;
- pipe tobacco; or
- snuff, chewing tobacco, or smokeless tobacco.

Tobacco or tobacco products includes:

- any material, substance, ingredient, or element on, in, or part of any tobacco or tobacco products;
- any other good or product that contains any tobacco or tobacco products;
- any filter, paper, tip, wrapper, or other part of any tobacco or tobacco products;
- any pipe or other device used to absorb, consume, ingest, or inhale any tobacco or tobacco products;
- any smoke, vapors, soot, fumes, or other substance that results from any tobacco or tobacco products;
- any warranty provided with or for any tobacco or tobacco products;
- any statement made, or that should have been made, about the durability, fitness, handling, performance, quality, safety, or use of any tobacco or tobacco products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for any tobacco or tobacco products.

Other Terms

All other terms of your policy remain the same.

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MOLD, OTHER FUNGI, OR BACTERIA EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Mold, other fungi, or bacteria. We won't cover injury or damage or medical expenses that result from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of mold or other fungi, or bacteria, in any form by any person; or
- existence of mold or other fungi, or bacteria, in any form.

But we won't apply this exclusion part to:

- bodily injury, property damage, or medical expenses that result from mold or other fungi, or bacteria, which are, or are on, in, or part of, any good or product that's intended to be consumed as a food, beverage, or medicine;
- bodily injury or medical expenses that result from bacteria which are directly transmitted solely by or from another person to the person sustaining the bodily injury; or
- bodily injury or medical expenses that result from a bacterial infection which develops in connection with physical harm to the person sustaining the bodily injury, if such physical harm isn't excluded by this exclusion part, or any other part of this exclusion, and a claim or suit is made or brought against the protected person for such physical harm.

Nor will we cover injury or damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
- existence of any such irritant or contaminant in any form;

and is part of any claim or suit that also alleges any injury or damage described as excluded in the first paragraph of this exclusion.

Also, we won't cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize mold or other fungi, or bacteria, in any form; or
- respond to, or assess, in any way the effects of mold or other fungi, or bacteria, in any form.

Because mold or other fungi, or bacteria, can be pollutants, and any such other irritants or contaminants are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- Pollution injury or damage exclusion.
- Pollution work loss, cost, or expense exclusion.
- Any other pollution-related exclusion made part of this agreement.

Mold or other fungi means:

- any type or form of mold or mildew;
- any other type or form of fungus; or
- any mycotoxin, spore, scent, or byproduct that's produced or released by such mold, mildew, or other fungus.

Bacteria means:

- any type or form of bacterium; or
- any mycotoxin, spore, scent, or byproduct that's produced or released by such bacterium.

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PROPERTY DAMAGE CHANGE AND INTELLECTUAL PROPERTY EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Bodily injury and property damage liability section of the What This Agreement Covers section. This change limits or excludes coverage anywhere our coverage intent would be interpreted more broadly than what's intended by the revised wording under the law that applies. Elsewhere, this change doesn't change coverage.

   Tangible property doesn't include data.

2. The following is added to the Intellectual property exclusion as the second paragraph of that exclusion. This change excludes coverage.

   Nor will we cover any other injury or damage that's alleged in any claim or suit which also alleges any such infringement or violation.

Other Terms

All other terms of your policy remain the same.

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DESCRIBED PREMISES OR PROJECTS LIMITATION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the What This Agreement Covers section. This change limits coverage.

Described premises or projects. We'll apply this agreement only to covered injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of the premises described in the Coverage Summary;
- work done anywhere that's necessary or incidental to the ownership, maintenance, or use of such premises; or
- the project described in the Coverage Summary.

But we won't apply this limitation to bodily injury or property damage that results from your products or completed work.

We explain what we mean by your products and your completed work in the Products and completed total limit section.

Other Terms

All other terms of your policy remain the same.

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EMPLOYMENT–RELATED PRACTICES EXCLUSION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Employment–related practices. We won't cover personal injury to any protected person's employee, prospective or former employee, leased temporary worker, or independent contractor that results from any employment-related practices. For example:

You terminate an employee for falsifying business travel expenses. You explain the reason for the termination of that employee to one of your customers. If your former employee later sues you for slander, we won't protect you.

Nor will we cover personal injury to the spouse or any child, parent, brother, or sister of that employee, worker, or independent contractor that results from such personal injury to that employee, worker, or independent contractor.

We'll also apply this exclusion to any obligation of the protected person to share damages with or to repay someone else who must pay damages for:

- such personal injury to that employee, worker, or independent contractor; or
- personal injury to the spouse or any child, parent, brother, or sister of that employee, worker, or independent contractor that results from such personal injury to that employee, worker, or independent contractor.

Independent contractor means any person who is not your employee, but who performs duties related to the conduct of your business in the course of that person's independent employment in accordance with a contract between you and that person for specified services.

Employment–related practices means:

- refusal to employ that person;
- termination of that person's employment; or
- other employment-related act, omission, policy, or practice, committed upon or applied to that person, such as coercion, libel or slander, demotion, discipline, discrimination, evaluation, harassment, humiliation, or reassignment of or against that person, or violation of that person's right of privacy.

We explain the terms employee and leased temporary worker in the Employees and volunteer workers section.

Other Terms

All other terms of your policy remain the same.

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PRODUCTS OR COMPLETED WORK EXCEPTION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Products and completed work total limit section. This change explains which total limit we'll apply to covered bodily injury or property damage that results from your products, or your completed work, to which this endorsement applies.

We won't apply the Products and completed work total limit, or any products or completed work exclusion or limitation endorsement that's part of this agreement, to bodily injury or property damage that results from your products, or your completed work, in connection with:

- the use of any premises you rent or lease from others, or own, that's described in the Coverage Summary; or
- your work that's described in the Coverage Summary.

Instead, we'll apply the General total limit to such bodily injury or property damage covered by this agreement.

Products or completed work exclusion or limitation endorsement means any:

- products and completed work exclusion endorsement;
- described products or completed work exclusion endorsement; or
- described products or completed work limitation endorsement.

Other Terms

All other terms of your policy remain the same.

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LEAD EXCLUSION ENDORSEMENT –
COMMERCIAL GENERAL LIABILITY PROTECTION

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions – What This Agreement Won't Cover section. This change excludes coverage.

Lead. We won't cover injury or damage or medical expenses that result from:

- any person absorbing, ingesting, or inhaling lead in any form; or
- the existence of lead in any form.

Because lead is a pollutant, this exclusion applies in addition to the:

- Pollution injury or damage exclusion; and
- Pollution work loss; cost, or expense exclusion.

Other Terms

All other terms of your policy remain the same.

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Carol Keddy

From: Lisa Giese [lisa@pac-mar.com]
Sent: Tuesday, September 14, 2004 11:48 AM
To: carol.keddy@jordanschrader.com
Subject: 8444 NW St. Helens Rd

Carol,

Here is what I have so far:

<<8444 NW St. Helens Rd.pdf>>

Lisa Giese
Pacific Marine & Energy Resources
DBA: ISU Insurance Services-Corporate Resources
10423 SE 23rd Ave
Milwaukie, OR 97222
971-206-0064
lisa@pac-mar.com

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PMER | Pacific Marine & Energy Resources, Inc.

ISU

FAX

TO:	Carol L. Keddy	FROM:	**Lisa Giese, AIC** Customer Service Agent
CO:	Jordan Schrader Attorneys At Law	DATE:	Tuesday, September 14, 2004
Fax No:	503.598.7373	# of Pages (incl. cover):	
RE:	8444 NW St. Helens Rd		

Dear Carol,

Our records show the following coverage for the above property:

Carrier	Effective Date	Expiration Date	Policy Number
Scottsdale Insurance Co	1/22/2004	1/22/2005	CLS0988643
Scottsdale Insurance Co	9/23/2003	11/18/2003*	CLS0963952
Scottsdale Insurance Co	3/09/2001	3/09/2002	CLS0629585
Scottsdale Insurance Co	3/09/2000	3/09/2001	CLS0629585

*Cancelled for underwriting reasons.

Attached are copies of the Supplemental Declarations of each policy except the 2001-2002 policy. The 2001-2002 policy was issued as a renewal and a copy of this renewal certificate is attached.

If I can be of further assistance, I can be reached as outlined below or by e-mail at lisa@pac-mar.com.

Regards,

Lisa M. Giese, AIC

10423 SE 23rd Avenue • Milwaukie, Oregon 97222
Telephone: (971) 206-0063 • Fax: (971) 206-0070

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CLS0988643 Effective Date 01/22/2004
12:01 A.M., Standard Time

Named Insured HENDREN TOWBOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	$ 1,000,000 Products/Completed Operations Aggregate
	$ 1,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
PARKING LOT AT 8444 NW ST. HELENS ROAD
PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 820
Other Premium:	$
Total Premium:	$ 820

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CLS0963952 Effective Date 09/23/2003
12:01 A.M., Standard Time

Named Insured HENDREN TOW BOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	$ 1,000,000 Products/Completed Operations Aggregate
	$ 1,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
PARKING LOT AT:
8444 NW ST. HELENS, PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 820
Other Premium:	$
Total Premium:	$ 820

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

RENEWAL CERTIFICATE

SCOTTSDALE INSURANCE COMPANY®

Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

CLS0629585
Policy Number

NO FLAT CANCELLATIONS

Item 1. Named Insured and Mailing Address:

HENDREN TOW BOAT CO., INC.
12751 NW SPRINGVILLE ROAD
PORTLAND, OR 97229

Agent Name and Address:

VANBEURDEN HAYES INSURANCE SERVICES
1500 NE IRVING SUITE 110
PORTLAND, OR 97232

Agent No.: 36001 Program No.: NONE

Item 2. Policy Period From: 03/09/2001 To: 03/09/2002
12:01 A.M. Standard Time at the address of the NAMED INSURED as stated herein.

In consideration of the renewal premium stated, the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

Premium
$ 533.00

POLICY FEE	75.00
PREMIUM TAX	12.16
SLSC	2.00

☐ No changes from previous term.

☒ Changes on endorsement below are applicable with above inception date.

REVISED FORM CLS-SP-1L & CLS-SD-1 IS HEREBY ATTACHED AND FORMS A PART OF THIS POLICY DUE TO RATE INCREASE

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINE LAWS. IT IS NOT COVERED BY THE PROVISIONS OF ORS 734.510 OR 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT, THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE.

RON ROTHERT INSURANCE SERVICES
PORTLAND, OR 97213
CM

UTS-1 (12-00) AGENT

AAC001901

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No: CLS0629585 Effective Date 03/09/2000
12:01 A.M., Standard Time

Named Insured HENDREN TOW BOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance		
Coverage	Limit of Liability	
Aggregate Limits of Liability	$ 1,000,000	Products/Completed Operations Aggregate
	$ 1,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000	any one person or subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 2. Form of Business and Location of Premises

Form of Business:

☐ Individual ☐ Partnership or Joint Venture ☐ Limited Liability Company

☒ Organization (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

8444 NW ST HELENS ROAD
PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of Issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 412
Other Premium:	$ 100
Total Premium:	$ 512

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CLS-SD-1L (9-98)

INSURED

AAC001902

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 03/09/2000 12:01 A.M. standard time	Policy No. CLS0629585
Named Insured HENDREN TOW BOAT CO., INC.	Countersigned by (Authorized Representative)

SCHEDULE

1. Designation of Premises (Part Leased to You):

   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231

2. Name of Person or Organization (Additional Insured):

   MARINE FINANCE CORP.
   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231

3. Additional Premium: 100.00

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/22/2004 12:01 A.M. standard time	Policy No. CLS0988643
Named Insured HENDREN TOWBOAT CO., INC.	Countersigned by (Authorized Representative)

SCHEDULE

1. Designation of Premises (Part Leased to You):

   PARKING LOT AT
   8444 ST. HELENS ROAD
   PORTLAND, OR 97231
2. Name of Person or Organization (Additional Insured):

   MARINE FINANCE CORP.
   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:
This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

AGENT

POLICY NUMBER: CLS0988643

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
MARINE FINANCE CORP. 8444 NW ST. HELENS ROAD PORTLAND, OR 97231

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2000

Carol Keddy

From: Carol Keddy
Sent: Wednesday, September 15, 2004 9:44 AM
To: 'cboyd@bankofny.com'
Cc: Ed Trompke
Subject: Insurance Coverage for Marine Finance Property

Hi Mr. Boyd,

Thanks again for talking with me regarding insurance coverage on the "Marine Finance" property under the St. John's Bridge in Portland. As I indicated, this firm represents the prospective purchaser of that property and we are in the due diligence stages and are trying to fill in some prior insurance coverage gaps. I received your name from PNW's attorneys here in Portland as being the person most familiar with PNW's involvement with this property.

We understand from Capital Consultants, Inc. personnel, that PNW likely covered this property, perhaps under a blanket lender policy, for some period of time. We would greatly appreciate copies of any insurance certificates in your files evidencing any coverage for this property by Marine Finance/W B Oregon, PNW or Capital Consultants.

Please fax or email the information to me at your earliest convenience as our due diligence deadline is approaching quickly and it has taken some time to track down the historical insurance coverage on the property. Your assistance is greatly appreciated. Thank you again.

Carol L. Keddy, Paralegal
Jordan Schrader PC
Direct: 503-598-5523
Fax: 503-598-7373
E-mail: carol.keddy@jordanschrader.com
on the web at www.jordanschrader.com

Carol Keddy

From: CBoyd@bankofny.com
Sent: Wednesday, September 15, 2004 1:53 PM
To: Carol Keddy
Subject: Re: Insurance Coverage for Marine Finance Property

Insurance.pdf (102 KB)

I cannot confirm whether or not Capital Consultants had insurance coverage on the property. I can tell you that from May of 2002 to May of 2003, that BNY Asset Solutions, on behalf of the noteholder, had forced place hazard insurance on the property. When the policy expired in May of 2003, it was not renewed. To my knowledge, this is the only insurance on the property since the time PNW became the noteholder in February of 2002. Attached below is a copy of the policy.

(See attached file: Insurance.pdf)

Craig S. Boyd
BNY Asset Solutions LLC
600 E. Las Colinas Blvd., Suite 1300
Irving, Texas 75039
Tel: (972) 401-8618
Fax: (972) 401-8551

Carol Keddy <Carol.Keddy@jordanschrader.com>

To: "'cboyd@bankofny.com'"

cc: Ed Trompke

Subject: Insurance Coverage for Marine Finance Property

09/15/2004 11:43 AM

Hi Mr. Boyd,

Thanks again for talking with me regarding insurance coverage on the "Marine Finance" property under the St. John's Bridge in Portland. As I indicated, this firm represents the prospective purchaser of that property and we are in the due diligence stages and are trying to fill in some prior insurance coverage gaps. I received your name from PNW's attorneys here in Portland as being the person most familiar with PNW's involvement with this property.

We understand from Capital Consultants, Inc. personnel, that PNW likely covered this property, perhaps under a blanket lender policy, for some period of time. We would greatly appreciate copies of any insurance certificates in your files evidencing any coverage for this property by Marine Finance/W B Oregon, PNW or Capital Consultants.

Please fax or email the information to me at your earliest convenience as our due diligence deadline is approaching quickly and it has taken some time to track down the historical insurance coverage on the property. Your assistance is greatly appreciated. Thank you again.

Carol L. Keddy, Paralegal

Jordan Schrader PC

Direct: 503-598-5523

Fax: 503-598-7373

E-mail: carol.keddy@jordanschrader.com

on the web at www.jordanschrader.com

PLEASE DO NOT read, copy, or disseminate this communication unless you are the intended addressee. This e-mail communication may contain confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call me immediately at 503-598-7070. Also, please notify me immediately via e-mail that you have received the communication in error. Thank you.

The information in this e-mail, and any attachment therein, is confidential and for use by the addressee only. If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer. Although The Bank of New York attempts to sweep e-mail and attachments for viruses, it does not guarantee that either are virus-free and accepts no liability for any damage sustained as a result of viruses.

NOTICE OF INSURANCE

GREAT AMERICAN ASSURANCE COMPANY
49 E. FOURTH STREET - CINCINNATI, OH 45202 THIS INSURANCE IS NON-TRANSFERABLE

ISSUE DATE: 1/09/2003

Item 1: Mortgagor Name & Mailing Address

MARINE FINANCE
P.O. BOX 885434
SAN FRANCISCO , CA 94188

Insured Mortgagee Name and Address

BNY Asset Solutions, LLC
ITS SUCCESSORS AND/OR ASSIGNS
600 E. Las Colinas Blvd. #1300
Irving , TX 75039

Item 2: Coverage Period

FROM Effective Date	TO Expiration Date	TERM MOS.
5/14/2002	5/14/2003	12

Mortgage Protection M-141924

Mortgagee's Policy Number:
1784894

Mortgage Agreement:
1062111

Item 3:

COVERAGE TYPE	CHECK ONE	AMOUNT OF INSURANCE	PREMIUM
RESIDENTIAL (Dwelling)		$	$
COMMERCIAL OCCUPIED (Building)	COM	$ 2050194	$ 30753
COMMERCIAL VACANT (Building)		$	$
		TAX	0
		TOTAL AMOUNT	$ 30,753

Item 4: Property Address
(if different from mailing address)

8444 NW ST HELENS RD , PORTLAND , OR 97231
EXISTING DAMAGE TO PROPERTY PRIOR TO REQUEST DATE (11/14/02) IS NOT COVERED.

This is not a Homeowner's Policy. This insurance provides hazard protection against loss to the property from perils including fire, lightning, explosion, vandalism, smoke, volcanic eruption, sinkhole, sprinkler leakage, and riot; subject to the terms and conditions of the mortgagee's policy. This coverage may not meet the mortgagor's insurance needs. There is no coverage for liability, contents or additional living expenses. There is no coverage for flood or earthquake and windstorm and hail may be limited. In the event of a total loss, the limits provided above may not be adequate to restore the property.

Deductible: $ 500 unless deductible amount defined otherwise in the Mortgagee's policy.

This Notice of Insurance is for information only. It neither amends, extends nor alters the coverage afforded by the Mortgagee's policy which it describes. Consult the Mortgagee's policy for actual terms and conditions.

ACE-8901 (08/99) LENDER'S COPY

Carol Keddy

From: Lisa Giese [lisa@pac-mar.com]
Sent: Tuesday, September 14, 2004 2:42 PM
To: carol.keddy@jordanschrader.com
Subject: 8444 NW St. Helens Rd

Carol,

Attached are copies of everything I could find that directly references the above address:

<<8444 NW St. Helens Rd.pdf>>

I hope you find it helpful.

Lisa Giese
Pacific Marine & Energy Resources
DBA: ISU Insurance Services-Corporate Resources
10423 SE 23rd Ave
Milwaukie, OR 97222
971-206-0064
lisa@pac-mar.com

This electronic mail message and any files transmitted with it are confidential and intended solely for the use of the recipient(s) named above. If you are not the intended recipient, or a person authorized to forward or otherwise deliver this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message is prohibited. If you have received this message in error, please immediately notify the sender by return electronic mail and delete the original message from your system. Pacific Marine & Energy Resources, and its subsidiaries do not accept responsibility for changes made to this message after it was sent.

EPMER | Pacific Marine & Energy Resources, Inc.

ISU

FAX

TO:	Carol L. Keddy	FROM:	Lisa Giese, AIC Customer Service Agent
CO:	Jordan Schrader Attorneys At Law	DATE:	Tuesday, September 14, 2004
Fax No:	503.598.7373	# of Pages (incl. cover):	
RE:	8444 NW St. Helens Rd		

Dear Carol,

Our records show the following coverage for the above property:

Carrier	Effective Date	Expiration Date	Policy Number
Scottsdale Insurance Co	1/22/2004	1/22/2005	CLS0988643
Scottsdale Insurance Co	9/23/2003	11/18/2003*	CLS0963952
Scottsdale Insurance Co	3/09/2001	3/09/2002	CLS0629585
Scottsdale Insurance Co	3/09/2000	3/09/2001	CLS0629585

*Cancelled for underwriting reasons.

Attached are copies of the Supplemental Declarations of each policy except the 2001-2002 policy. The 2001-2002 policy was issued as a renewal and a copy of this renewal certificate is attached.

If I can be of further assistance, I can be reached as outlined below or by e-mail at lisa@pac-mar.com.

Regards,

Lisa M. Giese

Lisa M. Giese, AIC

10423 SE 23rd Avenue • Milwaukie, Oregon 97222
Telephone: (971) 206-0063 • Fax: (971) 206-0070

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No. CLS0988643 Effective Date 01/22/2004
12:01 A.M., Standard Time

Named Insured HENDREN TOWBOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	$ 1,000,000 Products/Completed Operations Aggregate
	$ 1,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
PARKING LOT AT 8444 NW ST. HELENS ROAD
PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 820
Other Premium:	$
Total Premium:	$ 820

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CLS0963952 Effective Date 09/23/2003
12:01 A.M., Standard Time

Named Insured HENDREN TOW BOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	$ 1,000,000 Products/Completed Operations Aggregate $ 1,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
PARKING LOT AT:
8444 NW ST. HELENS, PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 820
Other Premium:	$
Total Premium:	$ 820

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

RENEWAL CERTIFICATE

SCOTTSDALE INSURANCE COMPANY®

Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

CLS0629585
Policy Number

NO FLAT CANCELLATIONS

Item 1. Named Insured and Mailing Address:

HENDREN TOW BOAT CO., INC.
12751 NW SPRINGVILLE ROAD
PORTLAND, OR 97229

Agent Name and Address:

VANBEURDEN HAYES INSURANCE SERVICES
1500 NE IRVING SUITE 110
PORTLAND, OR 97232

Agent No.: 36001 Program No.: NONE

Item 2. Policy Period From: 03/09/2001 To: 03/09/2002
12:01 A.M. Standard Time at the address of the NAMED INSURED as stated herein.

In consideration of the renewal premium stated, the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

Premium	
$	533.00

POLICY FEE	75.00
PREMIUM TAX	12.16
SLSC	2.00

☐ No changes from previous term.

☒ Changes on endorsement below are applicable with above inception date.

REVISED FORM CLS-SP-1L & CLS-SD-1 IS HEREBY ATTACHED AND FORMS A PART OF THIS POLICY DUE TO RATE INCREASE

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINE LAWS. IT IS NOT COVERED BY THE PROVISIONS OF ORS 734.510 OR 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT, THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE.

RON ROTHERT INSURANCE SERVICES
PORTLAND, OR 97213
CM

AGENT

UTS-1 (12-00)

AAC001914

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CLS0629585 Effective Date 03/09/2000
12:01 A.M., Standard Time

Named Insured HENDREN TOW BOAT CO., INC. Agent No. 36001

Item 1. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	$ 1,000,000 Products/Completed Operations Aggregate
	$ 1,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000 any one person or subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 2. Form of Business and Location of Premises

Form of Business:

☐ Individual ☐ Partnership or Joint Venture ☐ Limited Liability Company

☒ Organization (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

8444 NW ST HELENS ROAD
PORTLAND, OR 97231

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 412
Other Premium:	$ 100
Total Premium:	$ 512

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 03/09/2000 12:01 A.M. standard time	Policy No. CLS0629585
Named Insured HENDREN TOW BOAT CO., INC.	Countersigned by (Authorized Representative)

SCHEDULE

1. Designation of Premises (Part Leased to You):

   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231

2. Name of Person or Organization (Additional Insured):

   MARINE FINANCE CORP.
   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231

3. Additional Premium: 100.00

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:
This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	Policy No.
01/22/2004 12:01 A.M. standard time	CLS0988643
Named Insured HENDREN TOWBOAT CO., INC.	Countersigned by (Authorized Representative)

SCHEDULE

1. Designation of Premises (Part Leased to You):

   PARKING LOT AT
   8444 ST. HELENS ROAD
   PORTLAND, OR 97231
2. Name of Person or Organization (Additional Insured):

   MARINE FINANCE CORP.
   8444 NW ST. HELENS ROAD
   PORTLAND, OR 97231
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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AGENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
MARINE FINANCE CORP. 8444 NW ST. HELENS ROAD PORTLAND, OR 97231

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2000
AGENT

CERTIFICATE OF INSURANCE | 9/11/1998

PRODUCER VanBeurden Hayes Ins.Svcs.Inc. 825 NE Multnomah, Ste. 1150 Portland, OR 97232 (503) 231-8991	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. IT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A: Lloyds and Companies COMPANY B: COMPANY C: COMPANY D: COMPANY E:
INSURED Marine Finance Corp., Astoria Metal Corp., etal P. O. Box 885434 San Francisco, CA 94188-5434	

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO	INSURANCE	POLICY NUMBER	DATES	
A	GENERAL LIABILITY [X] Gen Liability [X] Occ [ ] CM [ ] OCP [ ]	LD0023JAA	Effective 11/17/97 Expiration 11/17/98	$10,000,000 General Agg $10,000,000 Prod/CoOps Agg $ 5,000,000 Pers/Adv Inj $ 5,000,000 Occurrence $ 100,000 Fire Damage $ 5,000 Medical Exp
	AUTO LIABILITY [ ] Any Auto [ ] All Owned [ ] Scheduled [ ] Hired [ ] Non-owned [ ] Garage Liab [ ]		Effective / / Expiration / /	$ CSL $ BI (person) $ BI (accident) $ PD
	EXCESS LIABILITY [ ] Umbrella [ ] Other		/ / / /	$ Occurrence $ Aggregate
	WORKERS COMP AND EMPLOYERS LIAB		/ / / /	[ ] Statutory Lmts $ Each Accident $ Disease-Limit $ Disease-Empl
			/ / / /	$ $

Description of operations/locations/vehicles/other
Certificate Holder is additional insureds as respects liability coverage at location 8444 NW St. Helens Road, Portland, OR.

CERTIFICATE HOLDER

Capital Consultants, Inc. As Agent & Investment Advisor to its Client
2300 SW 1st Avenue
Portland OR 97201

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall pose no obligation or liability of any kind upon the company, its agents or reps.

Authorized Representative

AAC001919

Flood Plain
Information

AAC001920

Property
Survey

AAC001921

50640

NOTE:
THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT P.G.E. CO FOR LOCATIONS

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

WE RECOVERED THE HARBOR LINE CONTROL MONUMENTS 51A AND JON TO RE-ESTABLISH THE 1960 AND 1968 HARBOR LINE DATA. THE 1960 HARBOR LINE WAS ESTABLISHED IN 1928 AND THEN MODIFIED OVER THE YEARS TO THE 1960 DATA. THE LOCATION THAT WAS OBTAINED ALLOWED US TO LOCATE POINTS ESTABLISHED IN BOOTH & WRIGHT SURVEYS DATED NOV. 1951 AND APRIL 1962.

THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF THE MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALLS NOTES DATED JULY 1928 AND LAID OUT ON THE PLAT OF SPRINGVILLE USING A DISTANCE OF 1196.06 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT, THEN THE CURVE, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

THE STATE HIGHWAY HAS LOST OR MIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEW SPISLA, FROM D.O.T., REMEMBERED THEY HAD REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THESE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

THERE BEING NO DATA FOR THE REFERENCES, WE STARTED BY USING A POSITION ALONG THE LINE BETWEEN THE REFERENCE POINTS THEN ADJUSTED THESE POSITIONS FOR BEST FIT. TIES WERE THEN COMPUTED AND THE BOUNDARY STAKED.

THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. DENOTES MONUMENT FOUND AS NOTED - IRONS FOUND BENT WERE STRAIGHTENED.
2. DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 737".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1921, GEO. WRIGHT'S FIELD NOTES 4-3-62, BK 440 PG 39, 1A11/3, G6/14, 5073, 17882, 20124, 29685, 29890, 50030.

   R/W MAPS: COUNTY ROAD D11/2, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WR-3-5/3, STATE HIGHWAY MAP 8B-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 288, BK 39 PG 403, BK 270 PG 116, BK 332 PG 551, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1020, BK 853 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 409, BK 1004 PG 74, BK 1158 PG 398, BK 1501 PG 445, BK 1550 PG 247, BK 2007 PG 2795, BK 2116 PG 580.
6. 1 DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. E 104 ELEV. 47.923 FT.

BOUNDARY SURVEY
FOR
WEST STATE INC.
IN SECTION 11, T.1N. R.1W. W.M.
CITY OF PORTLAND
MULTNOMAH CO. OREGON
SCALE 1"=40' MAR. 1988

LAYNE CASWELL
Registered Land Surveyor
6120 S. W. Lombard Ave.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 8, 1986
WALTER L. CASWELL
737

MULTNOMAH COUNTY
SURVEY RECORDS
FILED 9-15-88
REGISTER NUMBER
50640

50640

REVISED 7/7/88
REVISED 4/18/88
JOB 4227

AAC001922

RECEIVED
AUG 12 2004
JORDAN SCHRADER
ATTORNEYS AT LAW

AAC001924

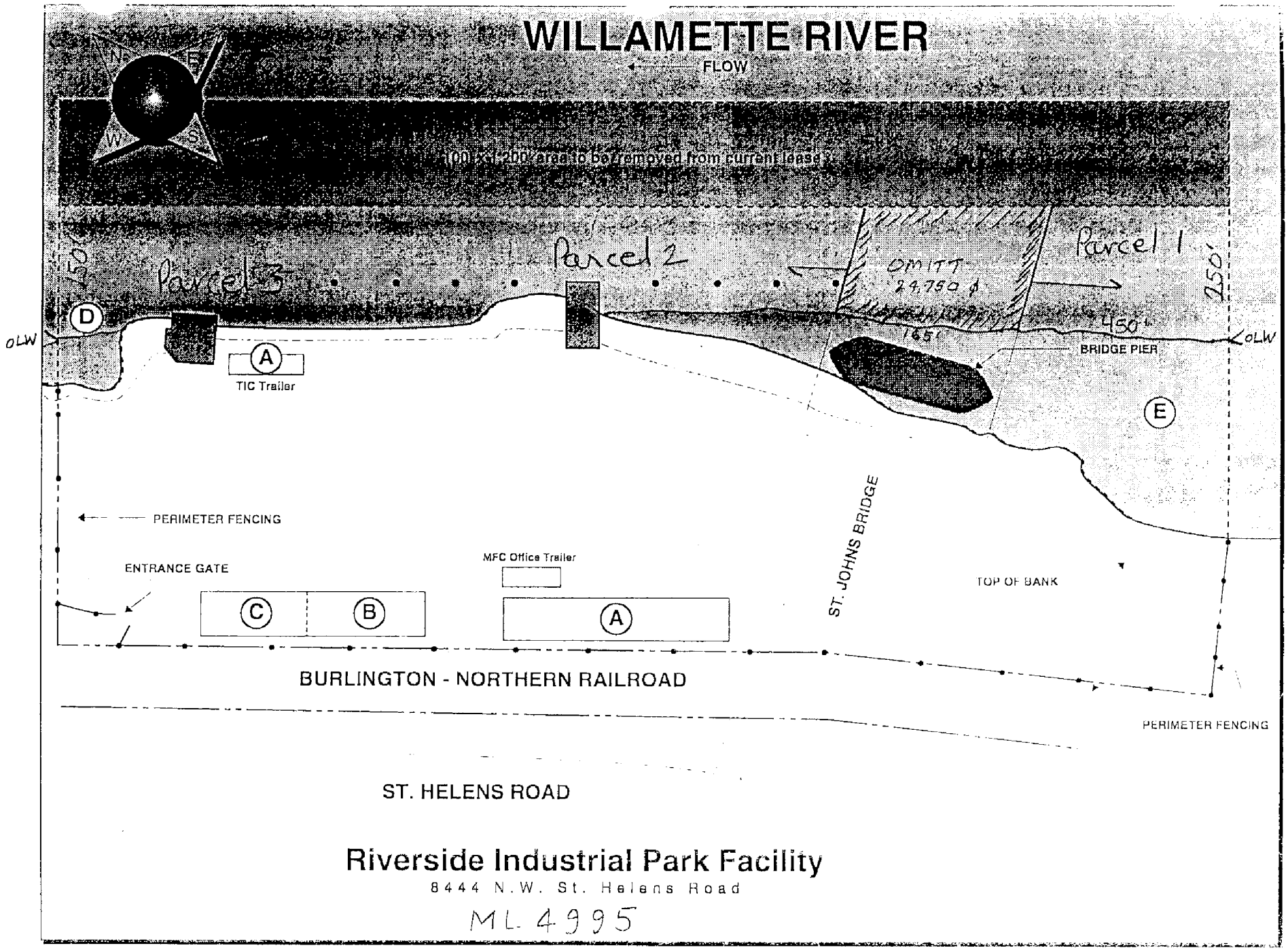
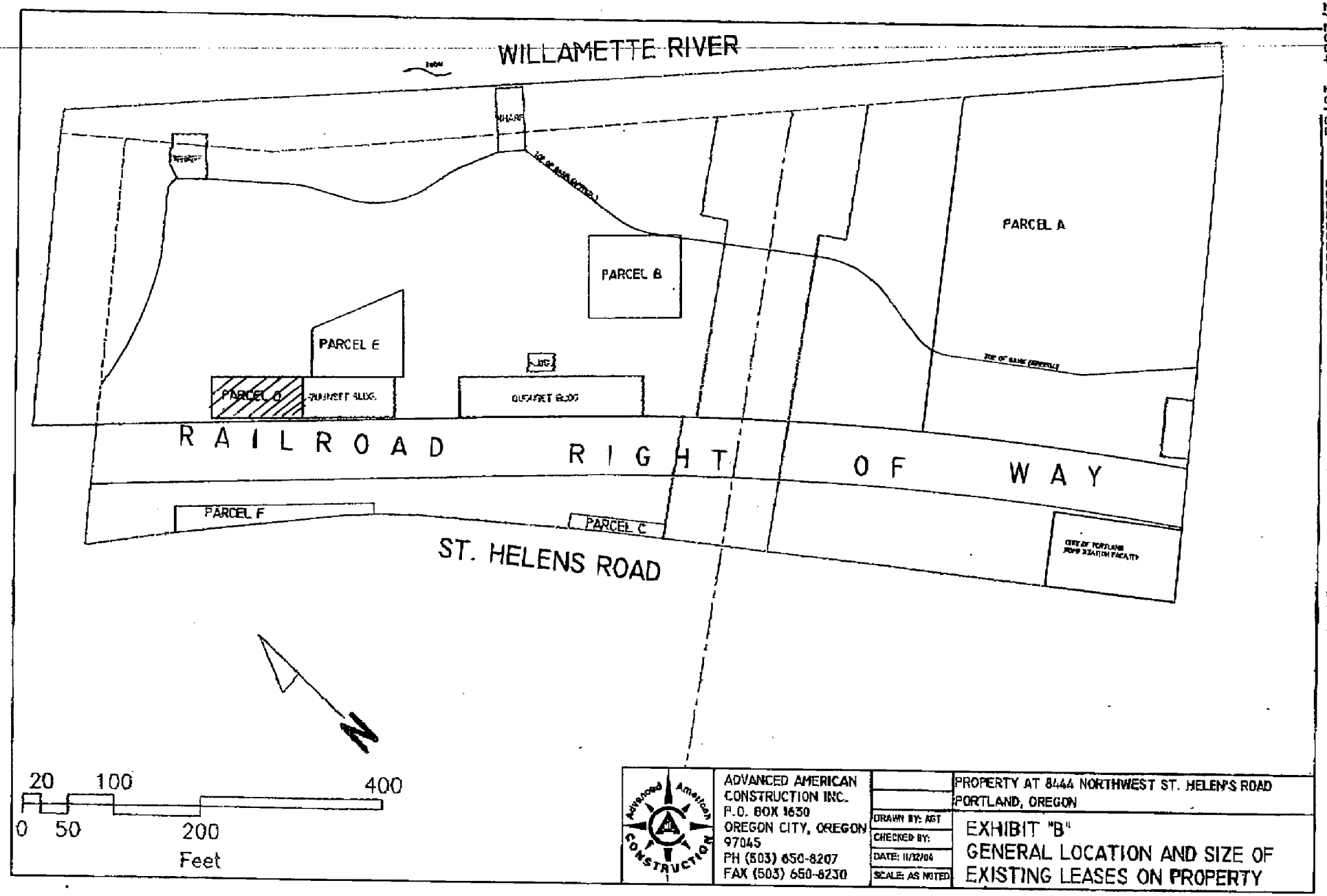

WILLAMETTE RIVER
FLOW
100' x 1,200' area to be removed from current lease
Parcel 3
Parcel 2
Parcel 1
OMITT
24,750 ϕ
150'
250'
450'
165'
OLW
OLW
D
A
TIC Trailer
BRIDGE PIER
E
PERIMETER FENCING
ENTRANCE GATE
MFC Office Trailer
C
B
A
ST. JOHNS BRIDGE
TOP OF BANK
BURLINGTON - NORTHERN RAILROAD
PERIMETER FENCING
ST. HELENS ROAD
Riverside Industrial Park Facility
8444 N.W. St. Helens Road
ML 4995

Exhibit "A"



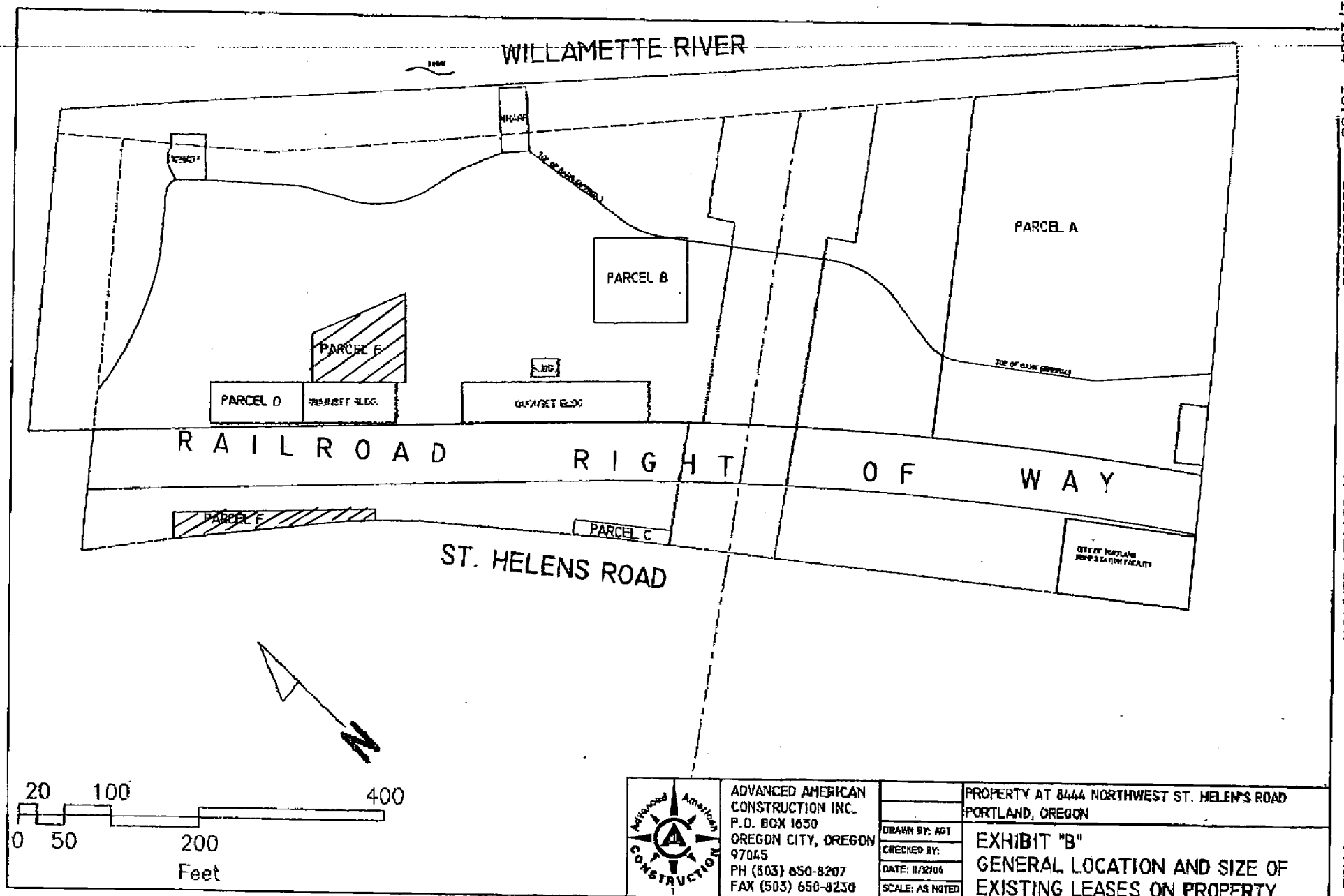
ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AST
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF
EXISTING LEASES ON PROPERTY

AAC001926

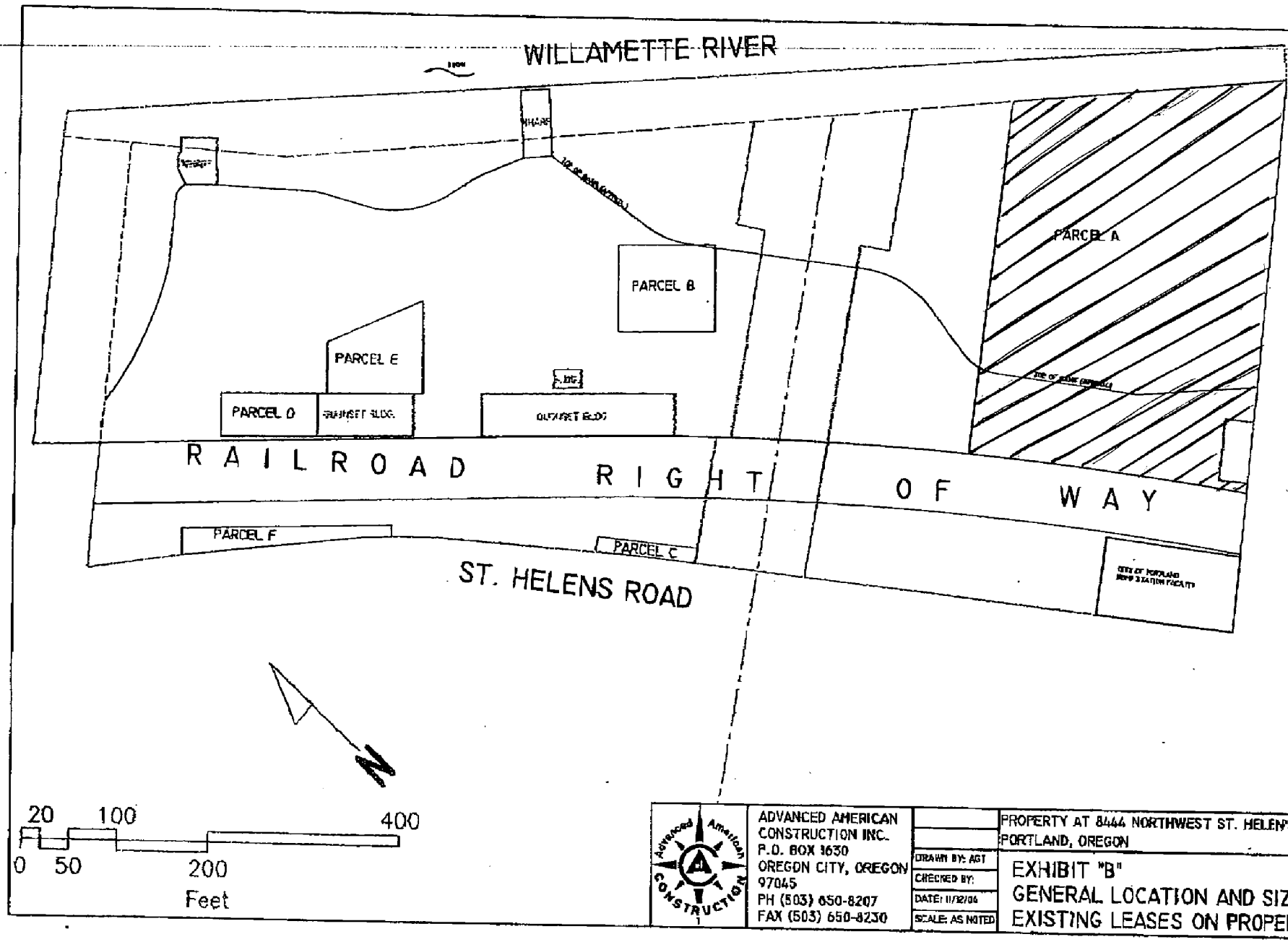


ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AGT
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY



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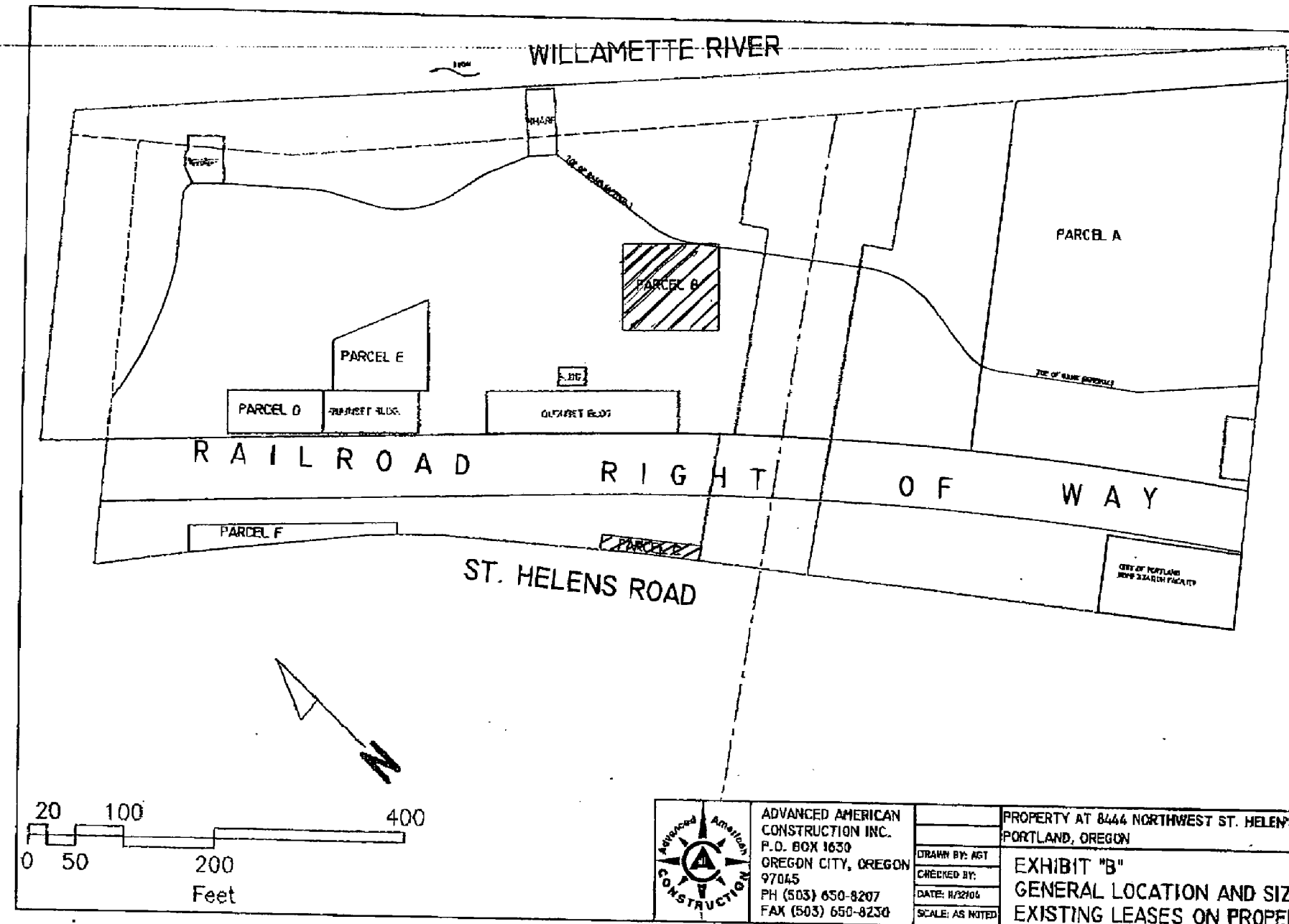
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AGT
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY



ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON 97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AGT
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY

AAC001929

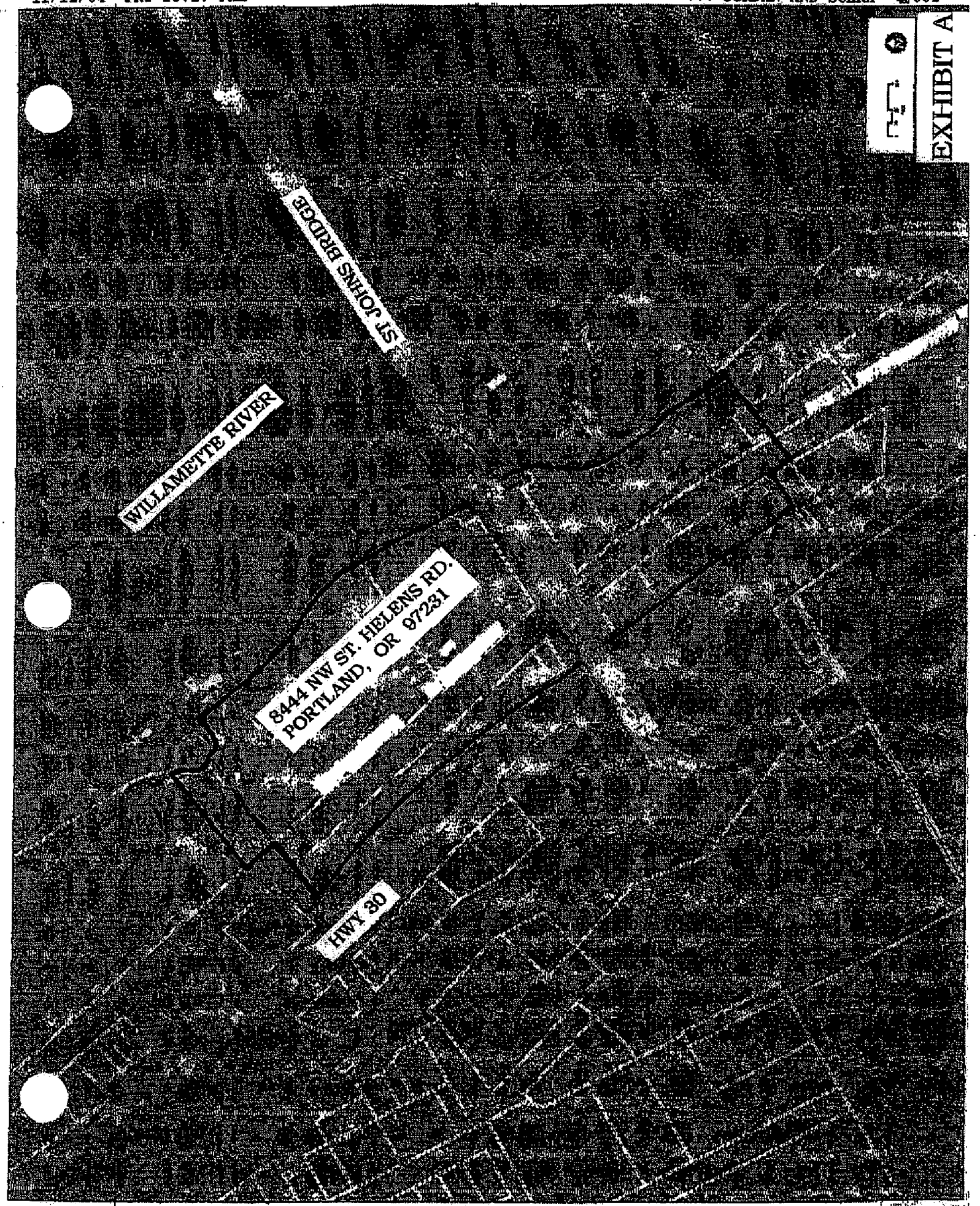
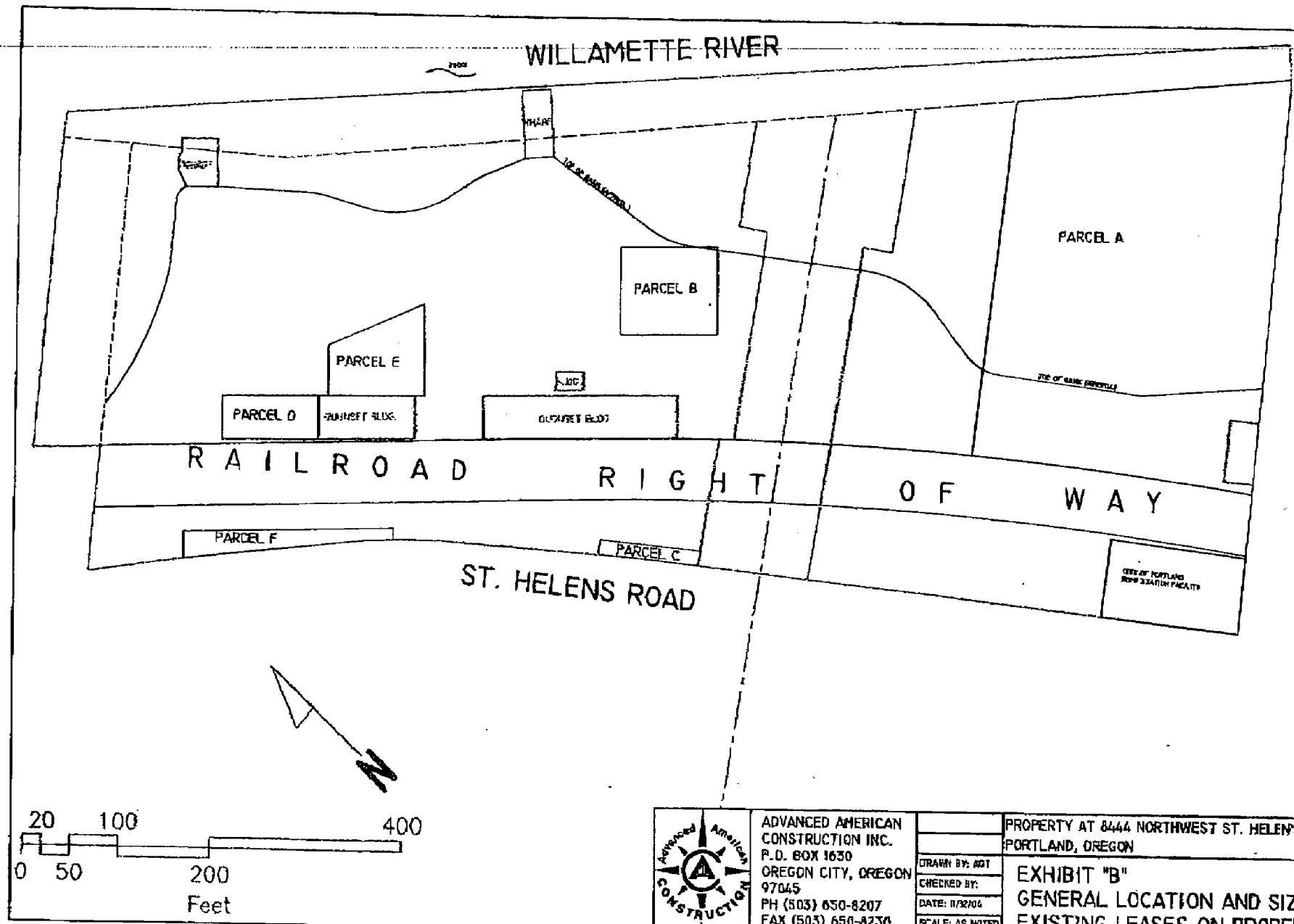


EXHIBIT A
N
ST JOHNS BRIDGE
WILLAMETTE RIVER
8444 NW ST. HELENS RD.
PORTLAND, OR 97231
HWY 30



ADVANCED AMERICAN CONSTRUCTION INC. P.O. BOX 1630 OREGON CITY, OREGON 97045 PH (503) 650-8207 FAX (503) 650-8230	PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD PORTLAND, OREGON
DRAWN BY: AGT CHECKED BY: DATE: 11/12/04 SCALE: AS NOTED	EXHIBIT "B" GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY

MF Caretaker Map of
Spaces & Tenants

AAC001932

50640

50640

50640

50640

WILLAMETTE RIVER

HENDRIEN OVERFLOW NOT RENTING ?

HENDRIEN BOAT BASIN RENTING

COMBINED PIERHEAD & BULKHEAD LINE 1968

COMBINED PIERHEAD & BULKHEAD LINE 1960

WHARF

NOT RENTING KUNEY OVERFLOW

LONG PAINTING OVERFLOW NOT RENTING

LONG PAINTING OVERFLOW NOT RENTING

RENTING LONG PAINTING STORAGE

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN RENTING

DRIVEWAY

DRIVEWAY

RENTING KUNEY STORAGE

BLACK CAT O'FLOW

BLACK CAT RENTING

QUONSET BLDG.

VACANT

DRIVEWAY

DRIVEWAY

LONG PAINTING OVERFLOW NOT RENTING

QUONSET BLDG.

VACANT

DRIVEWAY

HENDRIEN PARKING RENTING

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN O/S STORAGE RENTING

BURLINGTON - NORTHE. R. R.

(N. P. R.R.)

10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 210 PG 116

35' SEWER EASEMENT CITY OF PORTLAND BK 848 PG 1020

KUNEY STORAGE RENTING

LONG PAINTING PARKING - RENTING

LONG PAINTING PARKING RENTING

DOT LONG

ST. HELENS ROAD

NAIL DESTROYED TIED HOLE

3.5' EASE. TO SOUTHERN PACIFIC PIPE LINES INC. BK 2116 PG 580

NOTE: TAX SHOWN UNDER GROUND EASEMENT AS 897 IN 484 LOCATION UNKNOWN.

CITY OF PORTLAND EASEMENT

S 35°-33'-45"-E (COLUMBIA RIVER HIGHWAY)

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT P.G.E. CO. FOR LOCATIONS

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

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THE STATE HIGHWAY HAS LOST OR MIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEN SPIELA, FROM D.O.T., REMEMBERED THEY HAD REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THREE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

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THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. DENOTES MONUMENT FOUND AS NOTED - IRONS FOUND BENT WERE STRAIGHTENED.
2. DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 737".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1926; GEO. WRIGHT'S FIELD NOTES 4-2-62, BK 648 PG 29, 3A11/3; 08/19, 8073, 17883, 20124, 20988, 28990, 30030.

   R/W MAPS: COUNTY ROAD D11/S, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WR-3-6/3, STATE HIGHWAY MAP 8S-1I-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 288, BK 39 PG 403, BK 270 PG 116, BK 332 PG 581, BK 586 PG 347, BK 782 PG 442, BK 848 PG 1020, BK 863 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 409, BK 1004 PG 74, BK 1158 PG 398, BK 1501 PG 442, BK 1580 PG 247, BK 2007 PG 2798, BK 2116 PG 580.

6. 1 DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. E 104 ELEV. 47.023 FT.

BOUNDARY SURVEY FOR WEST STATE INC. IN SECTION 11, T.1N. R1W W.M. CITY OF PORTLAND MULTNOMAH CO. OREGON SCALE 1"=40' MAR. 1988

LAYNE CASWELL

REGISTERED PROFESSIONAL LAND SURVEYOR — OREGON — WALTER L. CASWELL — 737

MULTNOMAH COUNTY SURVEY RECORDS — 9-15-88 — 50640

REVISED 7/7/88
REVISED 4/10/88
JOB 4527

AAC001933

50640

50640

50640

50640

WILLAMETTE RIVER

HENDREN OVERFLOW NOT RENTING ?

HENDREN BOAT BASIN RENTING

COMBINED PIERHEAD & BULKHEAD LINE 1968

COMBINED PIERHEAD & BULKHEAD LINE 1960

(N 45° 29' 09" W 1274.14')

N 44° 37' 58" W 571.63'

N 44° 37' 56" W 474.42'

WHARF

NOT RENTING KUNEY OVERFLOW

LONG PAINTING OVERFLOW NOT RENTING

LONG PAINTING OVERFLOW NOT RENTING

RENTING LONG PAINTING STORAGE

HENDREN RENTING

DRIVEWAY

DRIVEWAY

DRIVEWAY

DRIVEWAY

RENTING KUNEY STORAGE

BLACK CAT O'FLOW

BLACK CAT QUONSET BLDG. RENTING

VACANT

QUONSET BLDG.

VACANT

LONG PAINTING OVERFLOW NOT RENTING

DOT LONG

ST. JOHNS BRIDGE

LONG PAINTING OVERFLOW NOT RENTING

HENDREN PARKING RENTING

HENDREN O/S STORAGE RENTING

BURLINGTON - NORTHE R.R.

(N.P. R.R.)

10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 210 PG 116

25' SEWER EASEMENT CITY OF PORTLAND BK 848 PG 1080

KUNEY STORAGE RENTING

LONG PAINTING PARKING - RENTING

LONG PAINTING PARKING & RENTING

ST. HELENS ROAD

(COLUMBIA RIVER HIGHWAY)

CITY OF PORTLAND EASEMENT

NOTE: YELLOWHORN UNDER GROUND EASEMENT OR GUY AS TO LOCATION UNKNOWN.

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT PGE. CO FOR LOCATIONS

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THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

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3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1960.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1928; GEO. WRIGHT'S FIELD NOTES 4-2-62, BK 440 PG 39, 10/13/3; 06/11, 5073, 17863, 20124, 29685, 29890, 50030.

   R/W MAPS: COUNTY ROAD 811/3, & ST. HELENS ROAD, U.S. ENG. HARBORLINE MR-1-5/3, STATE HIGHWAY MAP 88-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 288, BK 39 PG 403, BK 270 PG 116, BK 332 PG 551, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1020, BK 863 PG 8, BK 885 PG 474, BK 897 PG 464, BK 906 PG 409, BK 1004 PG 74, BK 1158 PG 398, BK 1501 PG 445, BK 1850 PG 247, BK 2007 PG 2788, BK 2116 PG 580.

6. 1 DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS D.M. E 104 ELEV. 47.023 FT.

BOUNDARY SURVEY FOR WEST STATE INC. IN SECTION 11, T.1N. R.1W. W.M. CITY OF PORTLAND MULTNOMAH CO. OREGON SCALE 1"=40' MAR. 1988

LAYNE CASWELL

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JANUARY 9, 1973 ROBERT WHITE CASWELL 737

MULTNOMAH COUNTY SURVEY RECORDS

FILED 9-15-88

SURVEY NUMBER

50640

REVISED 7/7/88
REVISED 4/18/88
JOB 4527

AAC001934

50640

WILLAMETTE RIVER

HENDRIEN OVERFLOW NOT RENTING ?

HENDRIEN BOAT BASIN RENTING

COMBINED PIERHEAD & BULKHEAD LINE 1968

COMBINED PIERHEAD & BULKHEAD LINE 1960

WHARF

NOT RENTING KUNEY OVERFLOW

LONG PAINTING OVERFLOW NOT RENTING

LONG PAINTING OVERFLOW NOT RENTING

RENTING LONG PAINTING STORAGE

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN RENTING

DRIVEWAY

DRIVEWAY

RENTING KUNEY STORAGE

BLACK CAT O'FLOW

BLACK CAT RENTING

QUONSET BLDG.

VACANT

DRIVEWAY

DRIVEWAY

LONG PAINTING OVER FLOW NOT RENTING

QUONSET BLDG.

VACANT

ST. JOHNS BRIDGE

DRIVEWAY

HENDRIEN PARKING RENTING

LONG PAINTING OVERFLOW NOT RENTING

HENDRIEN O/S STORAGE RENTING

BURLINGTON - NORTHE R.R.

10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 270 PG 116

25' SEWER EASEMENT CITY OF PORTLAND BK 848 PG 1020

KUNEY STORAGE RENTING

LONG PAINTING PARKING - RENTING

ST. HELENS ROAD

(N.P. R.R.)

3.5' EASE. TO SOUTHERN PACIFIC PIPE LINES INC. BK 2116 PG 680

NOTE: TELEPHONE UNDER GROUND EASEMENT DO NOT KNOW LOCATION UNKNOWN

CITY OF PORTLAND EASEMENT

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT PGE. CO FOR LOCATIONS

(COLUMBIA RIVER HIGHWAY)

50640

50640

50640

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF TAX LOTS 10, 14, 18, 24, 30, 31 AND 32 IN SECTION 11, T.1N., R.1W., W.M.

THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

WE RECOVERED THE HARBOR LINE CONTROL MONUMENTS S1A AND J0N TO RE-ESTABLISH THE 1960 AND 1968 HARBOR LINE DATA. THE 1960 HARBOR LINE WAS ESTABLISHED IN 1928 AND THEN MODIFIED OVER THE YEARS TO THE 1960 DATA. THE LOCATION THAT WAS OBTAINED ALLOWED US TO LOCATE POINTS ESTABLISHED IN BOOTH & WRIGHT SURVEYS DATED NOV. 1951 AND APRIL 1962.

THE NORTHERLY LINE WAS ESTABLISHED FROM THE LOCATIONS OF THE MONUMENT RECOVERED FROM THE BOOTH & WRIGHT SURVEYS. THE SOUTHERLY LINE WAS SET UP AS SHOWN IN EARL MARSHALLS NOTES DATED JULY 1928 AND LAID OUT ON THE PLAT OF SPRINGVILLE USING A DISTANCE OF 1188.06 FT. PERPENDICULAR, BETWEEN THE NORTHERLY AND SOUTHERLY LINES.

THERE WERE NO MONUMENTS LOCATED ALONG THE BURLINGTON NORTHERN RIGHT-OF-WAY SO THE TANGENTS WERE LOCATED FROM THE RAIL SPLIT AND ADJUSTED TO BEST FIT, THEN THE CURVES, WITH DATA FURNISHED BY THE RAILROAD, WAS FITTED. TIES WERE MADE TO SOME PHYSICAL FEATURES SHOWN ON THE RAILROAD MAP AND THE LOCATIONS WERE COMPARED. THESE CHECKS WERE NOT PERFECT BUT WERE REASONABLE.

THE STATE HIGHWAY HAS LOST OR MIS-FILED THE INFORMATION FOR THE LOCATION OF ST. HELENS ROAD. LEW SPIELA, FROM D.O.T., REMEMBERED THEY HAD REFERENCED THE CURVES WITH NAILS IN THE CURBS, SO THEY WENT TO THE SITE AND RECOVERED THESE NAILS FOR US. WE TIED THE NAILS INTO OUR SYSTEM AND SET UP AN ALIGNMENT ANALYSIS.

THERE BEING NO DATA FOR THE REFERENCES, WE STARTED BY USING A POSITION ALONG THE LINE BETWEEN THE REFERENCE POINTS THEN ADJUSTED THESE POSITIONS FOR BEST FIT. TIES WERE THEN COMPUTED AND THE BOUNDARY STAKED.

THE SURVEY WAS COMPLETED JUNE 21, 1988.

NOTES:

1. DENOTES MONUMENT FOUND AS NOTED - IRONS FOUND BENT WERE STRAIGHTENED.
2. DENOTES 5/8 X 30 INCH IRON REBAR SET WITH PLASTIC YELLOW CAP INSCRIBED "CASWELL PLS 737".
3. ( ) DENOTES RECORD BEARING AND/OR DISTANCE.
4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

   COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1921, GEO. WRIGHT'S FIELD NOTES 6-3-62, BK 140 PG 39, 14A11/3; 06/11, 5073, 17582, 20124, 29685, 29890, 50030.

   S/W MAPS: COUNTY ROAD 211/2, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WR-3-5/3, STATE HIGHWAY MAP 8S-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

   DEEDS: BK 29 PG 28, BK 31 PG 288, BK 39 PG 403, BK 270 PG 116, BK 332 PG 561, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1028, BK 863 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 409, BK 1001 PG 74, BK 1158 PG 398, BK 1501 PG 445, BK 1550 PG 247, BK 2007 PG 2796, BK 2116 PG 580.
6. 1 DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. E 104 ELEV. 47.025 FT.

BOUNDARY SURVEY FOR WEST STATE INC. IN SECTION 11, T.1N., R.1W. W.M. CITY OF PORTLAND MULTNOMAH CO. OREGON SCALE 1"=40' MAR. 1988

LAYNE CASWELL

REGISTERED PROFESSIONAL LAND SURVEYOR — OREGON — JANUARY 9, 1986 — 737

MULTNOMAH COUNTY SURVEY RECORDS — 9-15-88 — SURVEY NUMBER 50640

REVISED 7/7/88
REVISED 4/18/88
JOB 4227

AAC001935

50640

50640

50640

50640

WILLAMETTE RIVER

HENDREN OVERFLOW NOT RENTING ?

HENDREN BOAT BASIN RENTING

COMBINED PIERHEAD & BULKHEAD LINE 1968

COMBINED PIERHEAD & BULKHEAD LINE 1960

WHARF

NOT RENTING KUNEY OVERFLOW

LONG PAINTING OVERFLOW OR NOT RENTING

LONG PAINTING OVERFLOW NOT RENTING

RENTING LONG PAINTING STORAGE

LONG PAINTING OVERFLOW NOT RENTING

HENDREN RENTING

DRIVEWAY

RENTING KUNEY STORAGE

BLACK CAT O'FLOW

BLACK CAT QUONSET BLDG. RENTING

VACANT

QUONSET BLDG.

LONG PAINTING OVER FLOW NOT RENTING

DOT LONG

ST. JOHNS BRIDGE

LONG PAINTING OVERFLOW NOT RENTING

HENDREN PARKING RENTING

HENDREN O/S STORAGE RENTING

BURLINGTON - NORTHE R.R.

10' EASEMENT TO OLYMPIC PIPE LINE CO. BK 270 PG 116

25' SEWER EASEMENT CITY OF PORTLAND BK 848 PG 1020

KUNEY STORAGE RENTING

LONG PAINTING PARKING - RENTING

DOT LONG

LONG PAINTING PARKING & RENTING

(N.P. R.R.)

S. ST. HELENS ROAD

NAIL DESTROYED TIED WDLE

(COLUMBIA RIVER HIGHWAY)

CITY OF PORTLAND EASEMENT

NOTE: THERE ARE SEVERAL PORTLAND GENERAL ELECTRIC CO. EASEMENTS AT UNKNOWN LOCATIONS WHICH EFFECT THIS PROPERTY. CONTACT PGE. CO FOR LOCATIONS

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THE FIELD WORK BEGAN FEBRUARY 3, 1988 WITH THE FIELD CREW, UNDER MY DIRECT SUPERVISION, CONSISTING OF DAVE MACY, L.S.I.T.; JEFF CASWELL, ROBERT WHITE, P.L.S.; AND STEVE TAYLOR. THE MAJOR FIELD EQUIPMENT INCLUDES A 1" THEODOLITE AND ELECTRONIC DISTANCE METER.

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THE SURVEY WAS COMPLETED JUNE 21, 1988.

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4. BEARING BASIS: U.S. ARMY ENGINEER WILLAMETTE RIVER HARBOR LINE 1968.
5. REFERENCE MATERIAL: PLAT OF "SPRINGVILLE".

COUNTY SURVEY NUMBERS: EARL MARSHALL'S FIELD NOTES & SURVEY DEC. 1951, GEO. WRIGHT'S FIELD NOTES 4-3-62, BK 440 PG 39, 1A13/3; 08/14, 8073, 17882, 20124, 29685, 29890, 60030.

R/W MAPS: COUNTY ROAD D11/5, & ST. HELENS ROAD, U.S. ENG. HARBORLINE WE-1-5/3, STATE HIGHWAY MAP 5B-11-15B, SHEETS 11 THRU 13, AND BURLINGTON NORTHERN R.R. MAP.

DEEDS: BK 28 PG 28, BK 31 PG 288, BK 39 PG 403, BK 270 PG 116, BK 332 PG 561, BK 586 PG 347, BK 752 PG 442, BK 848 PG 1020, BK 853 PG 8, BK 885 PG 474, BK 897 PG 454, BK 906 PG 469, BK 1094 PG 74, BK 1158 PG 395, BK 1501 PG 445, BK 1860 PG 247, BK 2007 PG 2786, BK 2116 PG 580.

6. ⊙ DENOTES COMPUTER POINT NUMBER.
7. TOB = TOP OF BANK.
8. VERT. DATUM FROM USC & GS B.M. N 104 ELEV. 47.923 FT.

BOUNDARY SURVEY FOR WEST STATE INC. IN SECTION 11, T.1N., R.1W. W.M. CITY OF PORTLAND MULTNOMAH CO. OREGON SCALE 1"=40' MAR. 1988

LAYNE CASWELL

REGISTERED PROFESSIONAL LAND SURVEYOR — OREGON — JANUARY 9, 1968 — LAYNE CASWELL — 737

MULTNOMAH COUNTY SURVEY RECORDS — FILED 9-15-88 — 50640

REVISED 7/7/88
REVISED 9/19/88
JOB 4237

AAC001936

RENTAL AGREEMENT

DATED:	Effective November 22, 2004	
BETWEEN:	Advanced American Construction Properties, LLC, an Oregon limited liability company PO Box 1630 Oregon City OR 97045	LANDLORD
AND:	Hendren Tow-Boat Co., Inc., an Oregon corporation 12751 NW Springville Rd Portland OR 97229	TENANT

WHEREAS, Tenant wishes to rent from Landlord a portion of the following described property, hereafter referred to as "the Premises":

See attached Exhibit A, commonly known as 8444 NW St. Helens Rd, Portland OR.

The portion of the property comprising the Premises is designated as Parcel A on the attached Exhibit B.

It is now therefore agreed among the parties:

1. Term and Base Rent

Landlord hereby rents the Premises to Tenant on a month-to-month tenancy basis commencing November 19, 2004, or as soon thereafter as Landlord is in title to the property on which the Premises is located, and continuing until terminated by thirty (30) day written notice from either party to the other at the addresses set forth above. Initial base rent shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per month payable in advance on the first day of each calendar month. On each succeeding March 1, commencing 2005, the rent shall increase by Two Hundred Fifty and 00/100 Dollars ($250.00) per month.

In addition to such base rent, the Tenant agrees to pay such sums as are set forth below, including taxes, utilities, insurance, maintenance and repair as additional rent and this Rental Agreement shall be construed so as to result in all obligations arising out of the property being obligations of Tenant. Tenant shall have no right of offset against Landlord.

AAC001937

2. Use of Premises

(a) Tenant shall use the Premises only for the purpose of the normal business operations related to its lawful business, including but not limited to moorage and access to water-going vessels used in its business and for no other use without the prior written consent of Landlord. If such use is prevented by any law or governmental regulation, Tenant may use the Premises for other reasonable uses.

(b) In connection with its use, Tenant shall, at its expense, comply with all applicable laws, ordinances and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use. Tenant shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises, and shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code, hazardous materials storage or other regulation. Tenant shall comply with all hazardous materials, toxic materials and hazardous waste laws and regulations, and shall store only those chemicals on the Premises necessary to its normal and lawful business activities, and only those quantities that are normally used in the ordinary business of Tenant. Tenant shall not overload the electrical circuits of the Premises. Landlord shall have the right to approve the installation of any power driven machinery by Tenant, and may select a qualified electrician whose opinion will control regarding electrical circuits.

(c) Tenant may erect a sign stating its name, business, and products after first securing Landlord's written approval of the size, color, design, wording, and location, and after securing all necessary governmental and property owners' association approvals. All signs installed by Tenant shall be removed upon termination of this Rental Agreement with the sign location restored to its former state.

(d) Tenant shall make no alterations, additions, or improvements to the Premises without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this Rental Agreement, any such alterations, additions, or improvements (including without limitation all ~~docks,~~ electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition. MDR 11/22/04

3. Last Month's Rent

Concurrently with execution of this Rental Agreement, Tenant shall deposit with Landlord the sum of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00), which is the amount of rent for the first month, as an estimate of the amount of rent for the last month, and a security deposit in the amount of One Thousand and 00/100 Dollars ($1,000.00), hereinafter referred to as the "Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this Rental Agreement. If Tenant shall at any time fail to make any payment or fail to

keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Rental Agreement, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Rental Agreement, use, apply or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to Landlord; or (b) to make any required payment on Tenant's behalf; or (c) to compensate Landlord for any out of pocket expense due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum, and Tenant's failure to do so shall be a material breach of this Rental Agreement. Landlord shall not be required to keep the Security Deposit separate from its general fund, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all the terms, covenants, and conditions of this Rental Agreement, then such Security Deposit shall be applied to the last month's rent under this Rental Agreement, together with the estimated last month's rent set forth in this section. Any excess shall be refunded to Tenant after expiration of this Rental Agreement, together with any extensions.

4. Utility Charges and Maintenance

Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, telephone, and all other utilities of any kind furnished to the Premises during the term. Tenant agrees to assume all obligations and maintenance for the telephone and security systems on the Premises, if any, and to hold Landlord harmless from any liability arising thereunder for the term of this Rental Agreement.

Landlord shall have no liability resulting from any interruption of such utility services caused by any reason beyond Landlord's reasonable control.

5. Taxes and Assessments

(a) Tenant shall pay when due to Landlord its pro rata share of real property taxes, assessments and levies and shall pay thirty (30) days after demand all operating expenses arising out of the Premises. Landlord shall forward statements of all such costs to Tenant promptly after receipt by Landlord. Landlord's records of expenses for taxes, operating expenses, assessments and levies may be inspected by Tenant at reasonable times and intervals. MAS 11/22/04

(b) Real property taxes charged to Tenant hereunder shall include all general real property taxes assessed against the Premises or payable during the term, installment payments on special assessments, and any rent tax, tax on Landlord's interest under this Rental Agreement, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income.

(c) Operating expenses shall be the responsibility of Tenant, and to the extent Landlord pays any such tax or operating expense, the expense shall be charged to Tenant. Operating expenses shall include all usual and necessary costs of operating and maintaining the Premises and any surrounding areas including, but not limited to, the cost of all utilities or services, property insurance, maintenance and repair of landscaping, parking areas and any other facilities.

6. Maintenance and Repair

Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing, sewers, drainpipes to sewers, air conditioning and heating systems, landscaping, landscape watering systems, overhead and personal doors, the roof, gutters, downspouts, exterior walls, building structure and foundation of any building on the Premises, painting any building as needed and replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage any septic or other tanks or sewers serving the Premises, or violate any regulation applicable to such discharge.

7. Liability, Fire and Extended Coverage Insurance

(a) Tenant shall carry and maintain in effect at all times during the effective term of this Rental Agreement comprehensive public liability and property damage insurance with limits of not less than $1,000,000 for injury to one person in one occurrence, $1,000,000 for injuries to more than one person in one occurrence, and $1,000,000 property damage. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

(b) Tenant shall carry and maintain in effect at all times during the effective term of this Rental Agreement fire and extended liability insurance in the amount of the replacement value of the property, without deduction for depreciation. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as the insured on such policy.

(c) Landlord reserves the right to disapprove the adequacy of coverage provided in Sections 7 (a) and 7 (b) above based on the identity of the insurer, the amount of the deductible or self-insured retainage, or scope of exclusions to coverage, if any.

(d) Certificates evidencing such insurance and Landlord's status as additional insured shall be provided to Landlord on or prior to commencement of this Rental Agreement.

8. Casualty Damage

(a) If fire or other casualty causes damage to the Premises in an amount exceeding thirty percent (30%) of the full replacement cost of the Premises, Landlord may elect to terminate this Rental Agreement as of the date of the damage by notice in writing to Tenant within thirty (30) days after such date. Otherwise, Tenant shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be abated during the period and to the extent the premises are not reasonably useable for the use permitted by this Rental Agreement.

(b) Tenant shall be responsible for insuring the Premises and for insuring its personal property and trade fixtures located on the Premises. If any activity by Tenant on the Premises causes fire insurance rate to increase, Tenant shall pay the amount of such increase promptly.

(c) Neither party shall be liable to the other for any loss or damage to the Premises or Tenant's personal property thereon caused by any of the risks covered by a standard fire insurance policy with extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9. Condemnation

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this Rental Agreement effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably useable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

10. Assignment and Subletting

Tenant shall not assign its interest under this Rental Agreement nor mortgage or sublet the Premises without first obtaining Landlord's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of a law including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Rental Agreement. If Tenant assigns this Rental Agreement or sublets the Premises for an amount in excess of the rent called for by this Rental Agreement, such excess shall be paid to Landlord promptly as it is received by Tenant.

11. Default

Any of the following shall constitute a default by Tenant under this Rental Agreement:

(a) Tenant's failure to pay rent or any other charge under this Rental Agreement within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

12. Remedies on Default

In case of default as described in paragraph 11 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Retake possession of the Premises by summary proceedings and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's rental interest.

(b) Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Rental Agreement equal to the difference between the rent under this Rental Agreement and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of six percent (6%) per annum.

(c) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest from the date of the expenditure at the rate of ten percent (10%) per annum.

13. Surrender on Termination

(a) On expiration or early termination of this Rental Agreement, Tenant shall deliver any and all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected and all repairs called for under this Rental Agreement completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability.

(b) If Tenant fails to vacate the Premises when required, Landlord may elect either to treat Tenant as a tenant from month to month, subject to all provisions of this Rental Agreement except the provision for term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

14. Liability and Indemnity

Landlord warrants that so long as Tenant complies with all terms of this Rental Agreement it shall be entitled peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord, except as provided herein.

Tenant shall indemnify Landlord from all claims arising out of this Rental Agreement, or any breach thereof, or any insurance issued under this Rental Agreement. In addition, Tenant agrees to defend and hold Landlord harmless from any claim arising pursuant to insurance issued under this Rental Agreement.

15. General Provisions

(a) Waiver by either party of strict performance of any provision of this Rental Agreement shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b) Subject to the limitations on transfer of Tenant's interest, this Rental Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

(c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Rental Agreement, to make necessary repairs to the Premises, or to show the Premises to any prospective tenant or purchasers.

(d) If this Rental Agreement commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of such date, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

(e) Tenant shall within ten (10) days following Landlord's written request deliver to Landlord a written statement specifying the dates to which the rent and other charges have been paid, whether the Rental Agreement is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

(f) Notices between the parties relating to this Rental Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Rental Agreement or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

(g) Tenant has inspected the Premises and accepts them AS IS. Tenant represents and warrants to Landlord that it has operated and maintained the premises in compliance with all applicable laws, regulations, and ordinances and will continue to do so during the term of this Lease.

16. Transfer and Assignment

Tenant shall not transfer or assign all or any part of its interest in this Rental Agreement without the prior written consent of Landlord. Tenant acknowledges that Landlord may assign its rights in this Rental Agreement to one or more lenders as security for the purchase and construction of the Premises.

17. Subordination and Attornment

Tenant shall subordinate its interest, and attorn to any lenders described in Section 16.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Rental Agreement as of the day and year first written above.

TENANT:

HENDREN TOW-BOAT CO., INC.,
an Oregon corporation

By: _____
Name: Lee Hendren
Title: V.P.

LANDLORD:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC,
an Oregon limited liability company

By: _____
Name: MARVIN D. BURCH
Title: PRESIDENT

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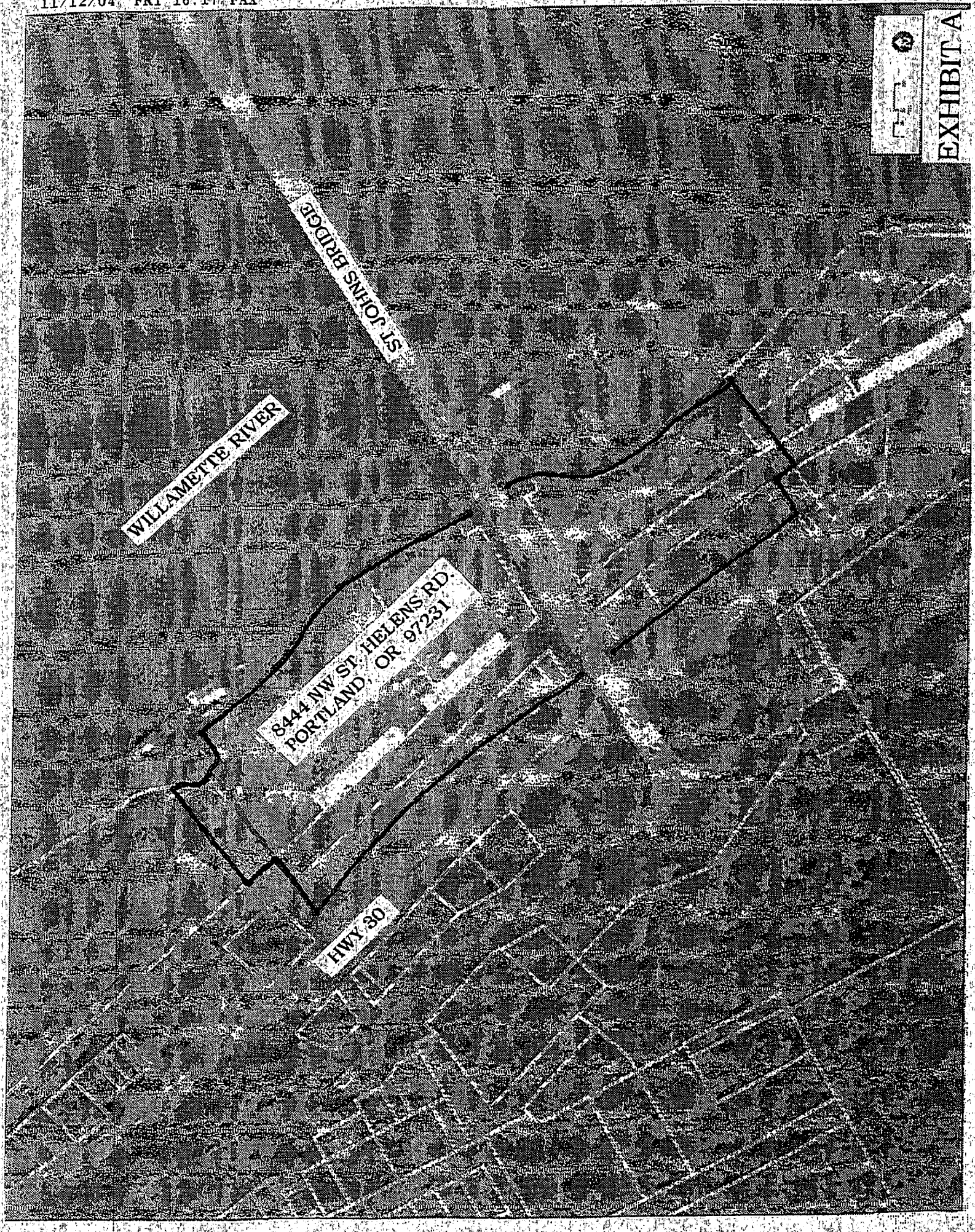
EXHIBIT A
ST JOHNS BRIDGE
WILLAMETTE RIVER
8444 NW ST. HELENS RD.
PORTLAND, OR 97231
HWY 30

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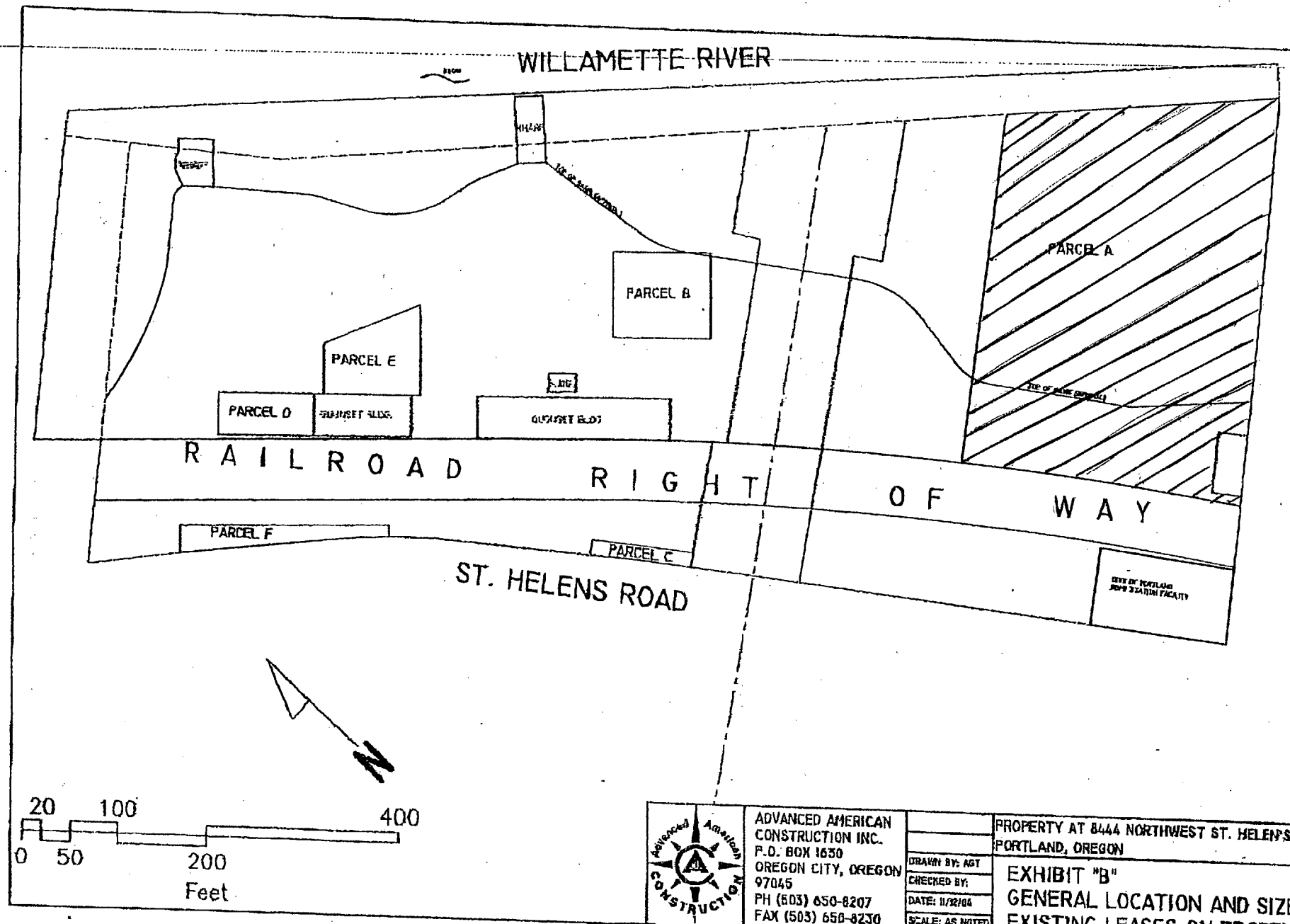

ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AGT
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELENS ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY

RENTAL AGREEMENT

DATED:	Effective November 22, 2004	
BETWEEN:	Advanced American Construction Properties, LLC, an Oregon limited liability company PO Box 1630 Oregon City OR 97045	LANDLORD
AND:	Max J. Kuney Company, a Washington corporation PO Box 4008 Spokane WA 99202	TENANT
With Copy To:	DeWayne Harrington Kuney Construction 8634 N Crawford Portland OR 97203	

WHEREAS, Tenant wishes to rent from Landlord Parcel F comprising approximately 4,000 square feet and Parcel E comprising approximately 7,000 square feet of the following described property, hereafter referred to as "the Premises":

See attached Exhibit A, commonly known as 8444 NW St. Helens Rd, Portland OR.

Parcels E and F are designated on the attached Exhibit B.

It is now therefore agreed among the parties:

1. Term and Base Rent

Landlord hereby rents the Premises to Tenant on a month-to-month tenancy basis commencing November 19, 2004, or as soon thereafter as Landlord is in title to the property on which the Premises is located, and continuing until terminated by thirty (30) day written notice from either party to the other at the addresses set forth above. Initial base rent shall be Six Hundred and 00/100 Dollars ($600.00) per month payable in advance on the first day of each calendar month. On each succeeding March 1, commencing 2005, the rent shall increase by Fifty and 00/100 Dollars ($50.00) per month. In the event Tenant wishes to discontinue lease of either of the parcels, the base rent shall be reduced by fifty percent (50%) to Three Hundred 00/100 Dollars ($300.00) per month.

In addition to such base rent, the Tenant agrees to pay such sums as are set forth below, including taxes, utilities, insurance, maintenance and repair as additional rent and this Rental Agreement shall be construed so as to result in all obligations arising out of the property being obligations of Tenant. Tenant shall have no right of offset against Landlord.

RECEIVED
DEC 02 2004
JOKLAN SCHRADER
ATTORNEYS AT LAW

2. Use of Premises

(a) Tenant shall use the Premises only for the purpose of parking and storage of concrete materials, and no other purpose without the prior written approval of Landlord. If such use is prevented by any law or governmental regulation, Tenant may use the Premises for other reasonable uses.

(b) In connection with its use, Tenant shall, at its expense, comply with all applicable laws, ordinances and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use. Tenant shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises, shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code, hazardous materials storage or other regulation. Tenant shall comply with all hazardous materials, toxic materials and hazardous waste laws and regulations, and shall store only those chemicals on the Premises necessary to its normal and lawful business activities, and only those quantities that are normally used in the ordinary business of Tenant. Landlord shall have the right to approve the installation of any power driven machinery by Tenant, and may select a qualified electrician whose opinion will control regarding electrical circuits.

(c) Tenant may erect a sign stating its name, business, and products after first securing Landlord's written approval of the size, color, design, wording, and location, and after securing all necessary governmental and property owners' association approvals. All signs installed by Tenant shall be removed upon termination of this Rental Agreement with the sign location restored to its former state.

(d) Tenant shall make no alterations, additions, or improvements to the Premises without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this Rental Agreement, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures, if any) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

3. Last Month's Rent

Concurrently with execution of this Rental Agreement, Tenant shall deposit with Landlord the sum of Six and 00/100 Dollars ($600.00), which is the amount of rent for the first month, as an estimate of the amount of rent for the last month, and a security deposit in the amount of Two Hundred Fifty and 00/100 Dollars ($250.00), hereinafter referred to as the "Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this Rental Agreement. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Rental Agreement, Landlord may, but shall not be obligated to and without waiving or releasing Tenant

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from any obligation under this Rental Agreement, use, apply or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to Landlord; or (b) to make any required payment on Tenant's behalf; or (c) to compensate Landlord for any out of pocket expense due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum, and Tenant's failure to do so shall be a material breach of this Rental Agreement. Landlord shall not be required to keep the Security Deposit separate from its general fund, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all the terms, covenants, and conditions of this Rental Agreement, then such Security Deposit shall be applied to the last month's rent under this Rental Agreement, together with the estimated last month's rent set forth in this section. Any excess shall be refunded to Tenant after expiration of this Rental Agreement, together with any extensions of Rental Agreement.

4. Utility Charges and Maintenance

Tenant shall pay when due all charges it incurs, if any, for electricity, natural gas, water, garbage collection, janitorial service, sewer, telephone, and all other utilities of any kind furnished to the Premises during the term. Tenant agrees to assume all obligations and maintenance for the telephone and security systems on the Premises, if any, and to hold Landlord harmless from any liability arising thereunder for the term of this Rental Agreement.

Landlord shall have no liability resulting from any interruption of such utility services caused by any reason beyond Landlord's reasonable control.

5. Taxes and Assessments

(a) Tenant shall pay when due to Landlord its pro rata share of real property taxes, assessments and levies and shall pay thirty (30) days after demand all operating expenses arising out of the Premises. Landlord shall forward statements of all such costs to Tenant promptly after receipt by Landlord. Landlord's records of expenses for taxes, operating expenses, assessments and levies may be inspected by Tenant at reasonable times and intervals.

(b) Real property taxes charged to Tenant hereunder shall include all general real property taxes assessed against the Premises or payable during the term, installment payments on special assessments, and any rent tax, tax on Landlord's interest under this Rental Agreement, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income.

(c) Operating expenses shall be the responsibility of Tenant, and to the extent Landlord pays any such tax or operating expense, the expense shall be charged to Tenant. Operating expenses shall include all usual and necessary costs of operating and maintaining the Premises and any surrounding areas including, but not limited to, the cost of all utilities or services, property insurance, maintenance and repair of landscaping, parking areas and any other facilities.

6. Maintenance and Repair

Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant shall refrain from any discharge that will damage any septic or other tanks or sewers serving the Premises, or violate any regulation applicable to such discharge.

7. Liability, Fire and Extended Coverage Insurance

(a) Tenant shall carry and maintain in effect at all times during the effective term of this Rental agreement comprehensive public liability and property damage insurance with limits of not less than $1,000,000 for injury to one person in one occurrence, $1,000,000 for injuries to more than one person in one occurrence, and $1,000,000 property damage. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

(b) Tenant shall carry and maintain in effect at all times during the effective term of this Rental Agreement fire and extended liability insurance in the amount of the replacement value of the property, without deduction for depreciation. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as the insured on such policy.

(c) Landlord reserves the right to disapprove the adequacy of coverage provided in Sections 7 (a) and 7 (b) above based on the identity of the insurer, the amount of the deductible or self-insured retainage, or scope of exclusions to coverage, if any.

(d) Certificates evidencing such insurance and Landlord's status as additional insured shall be provided to Landlord on or prior to commencement of this Rental Agreement.

8. Casualty Damage

(a) If fire or other casualty causes damage to the Premises in an amount exceeding thirty percent (30%) percent of the full replacement cost of the Premises, Landlord may elect to terminate this Rental Agreement as of the date of the damage by notice in writing to Tenant within thirty (30) days after such date. Otherwise, Tenant shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be abated during the period and to the extent the Premises are not reasonably useable for the use permitted by this Rental Agreement.

(b) Tenant shall be responsible for insuring the Premises and for insuring its personal property and trade fixtures located on the Premises. If any activity by Tenant on the Premises causes fire insurance rate to increase, Tenant shall pay the amount of such increase promptly.

(c) Neither party shall be liable to the other for any loss or damage to the Premises or Tenant's personal property thereon caused by any of the risks covered by a standard fire insurance policy with extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9. Condemnation

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this Rental Agreement effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably useable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

10. Assignment and Subletting

Tenant shall not assign its interest under this Rental Agreement nor mortgage or sublet the Premises without first obtaining Landlord's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of a law including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Rental Agreement. If Tenant assigns this Rental Agreement or sublets the Premises for an amount in excess of the rent called for by this Rental Agreement, such excess shall be paid to Landlord promptly as it is received by Tenant.

11. Default

Any of the following shall constitute a default by Tenant under this Rental Agreement:

(a) Tenant's failure to pay rent or any other charge under this Rental Agreement within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt; or the appointment of a receiver for Tenant's properties.

12. Remedies on Default

In case of default as described in paragraph 11 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Retake possession of the Premises by summary proceedings and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's rental interest.

(b) Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Rental Agreement equal to the difference between the rent under this Rental Agreement and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of six percent (6%) per annum.

(c) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest from the date of the expenditure at the rate of ten percent (10%) per annum.

13. Surrender on Termination

(a) On expiration or early termination of this Rental Agreement, Tenant shall deliver any and all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris, with any mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected and all repairs called for under this Rental Agreement completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability.

(b) If Tenant fails to vacate the Premises when required, Landlord may elect either continue to treat Tenant as a tenant from month to month, subject to all provisions of this Rental Agreement, or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

14. Liability and Indemnity

Landlord warrants that so long as Tenant complies with all terms of this Rental Agreement it shall be entitled peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord, except as provided herein.

Tenant shall indemnify Landlord from all claims arising out of this Rental Agreement, or any breach thereof, or any insurance issued under this Rental Agreement. In addition, Tenant agrees to defend and hold Landlord harmless from any claim arising pursuant to insurance issued under this Rental Agreement.

15. General Provisions

(a) Waiver by either party of strict performance of any provision of this Rental Agreement shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b) Subject to the limitations on transfer of Tenant's interest, this Rental Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

(c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Rental Agreement, to make necessary repairs the Premises, or to show the Premises to any prospective tenant or purchasers.

(d) If this Rental Agreement commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of such date, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

(e) Tenant shall within ten (10) days following Landlord's written request deliver to Landlord a written statement specifying the dates to which the rent and other charges have been paid, whether the Rental Agreement is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

(f) Notices between the parties relating to this Rental Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Rental Agreement or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

(g) Tenant has inspected the Premises and accepts them AS IS.

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16. Transfer and Assignment

Tenant shall not transfer or assign all or any part of its interest in this Rental Agreement without the prior written consent of Landlord. Tenant acknowledges that Landlord may assign its rights in this Rental Agreement to one or more lenders as security for the purchase and construction of the Premises.

17. Subordination and Attornment

Tenant shall subordinate its interest, and attorn to any lenders described in Section 16.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Rental Agreement as of the day and year first written above.

TENANT:

MAX J. KUNEY COMPANY,
a Washington corporation

By: _____
Name: _____
Title: project manager

LANDLORD:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC,
an Oregon limited liability company

By: _____
Name: Marvin D. Burch
Title: President

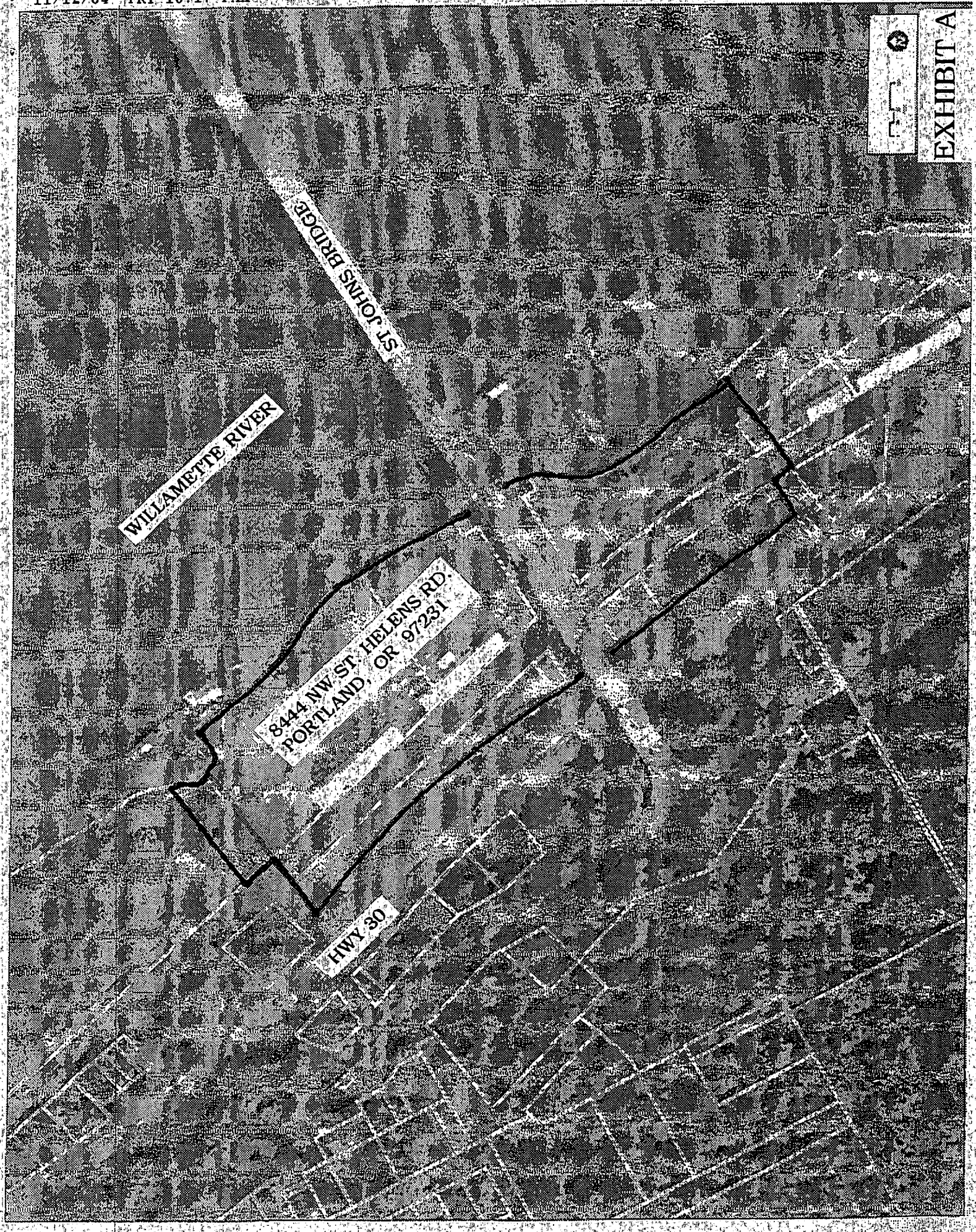
EXHIBIT A
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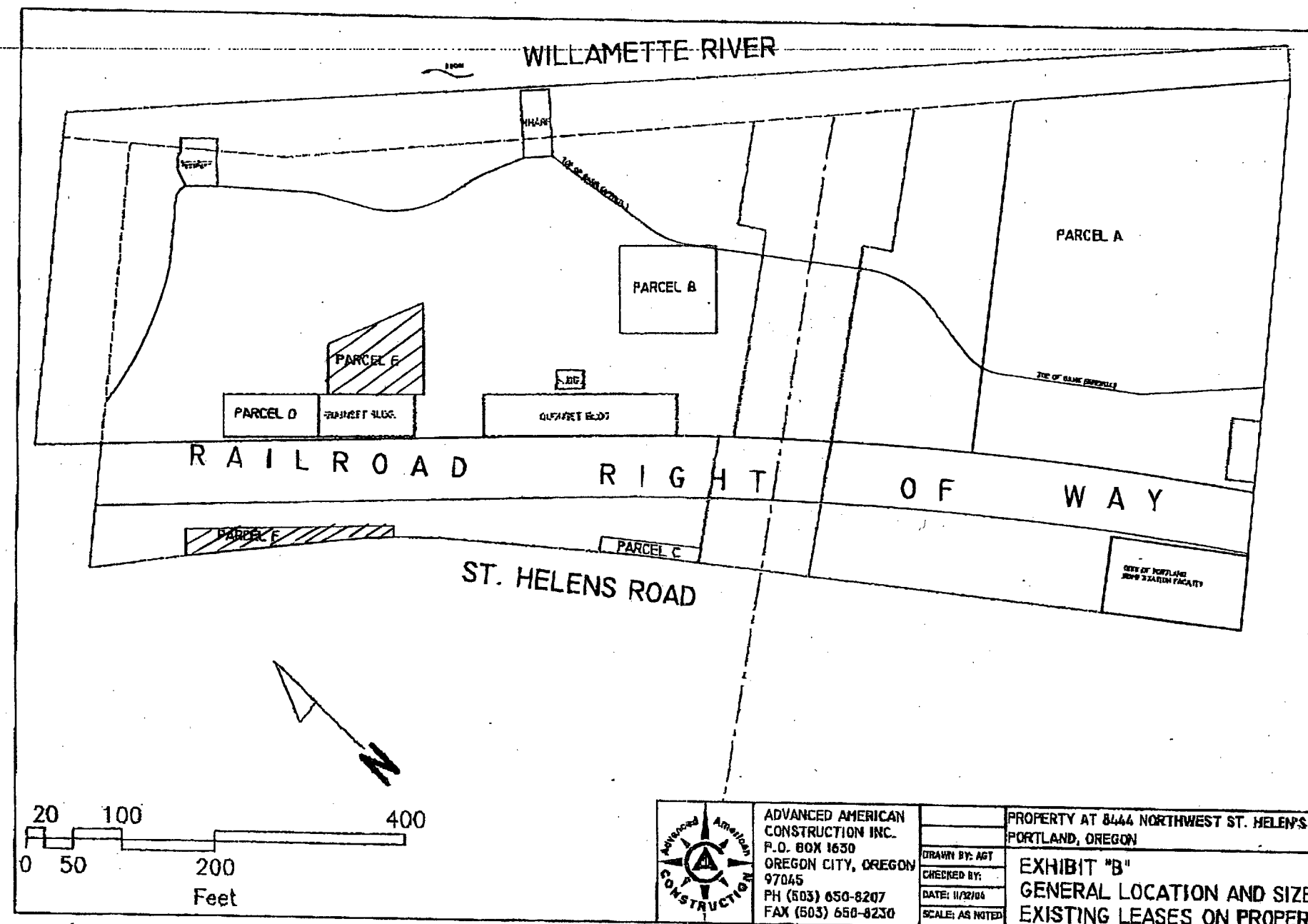

ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230

DRAWN BY: AGT
CHECKED BY:
DATE: 11/12/04
SCALE: AS NOTED

PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON

EXHIBIT "B"
GENERAL LOCATION AND SIZE OF EXISTING LEASES ON PROPERTY

RENTAL AGREEMENT

DATED: Effective November 24, 2004

BETWEEN: Advanced American Construction Properties, LLC, an Oregon limited liability company
P.O. Box 1630
Oregon City OR 97045
LANDLORD

AND: (b) (6)
dba Black Cat Studios
19003 NW Columbia St
Portland OR 97231
TENANT

WHEREAS, Tenant wishes to rent from Landlord the North half of the northern most Quonset Hut located on following described property, hereafter referred to as "the Premises":

See attached Exhibit A, commonly known as 8444 NW St. Helens Rd, Portland OR.

The North half of the northern most Quonset Hut is designated as Parcel D on the attached Exhibit B.

It is now therefore agreed among the parties:

1. Term and Base Rent

Landlord hereby rents the Premises to Tenant on a month-to-month tenancy basis commencing November 19, 2004, or as soon thereafter as Landlord is in title to the property on which the Premises is located, and continuing until terminated by thirty (30) day written notice from either party to the other at the addresses set forth above. Initial rent shall be One Thousand Fifty 00/100 Dollars ($1,050.00) per month payable in advance on the first day of each calendar month. On each succeeding March 1, commencing 2005, the rent shall increase by Fifty and 00/100 Dollars ($50.00) per month.

Tenant's pro rata share of initial taxes, utilities, insurance, maintenance and repair in the amount of Fifty and 00/100 Dollars ($50.00) per month is included in the initial rent described above. On each March 1, Tenant's share shall be recalculated and may be reasonably adjusted by Landlord. In the event an adjustment is required, Landlord shall notify Tenant in writing, stating the reason for the adjustment, at least fifteen (15) days before Tenant's March 1 payment is due. This Rental Agreement shall be construed so as to result in all obligations arising out of the property being obligations of Tenant. Tenant shall have no right of offset against Landlord.

2. Use of Premises

(a) Tenant shall use the Premises only for the purpose of creation of stone and metal sculpture, and for no other use without Landlord's prior written approval. If such use is prevented by any law or governmental regulation, Tenant may use the Premises for other reasonable uses.

(b) In connection with its use, Tenant shall, at its expense, comply with all applicable laws, ordinances and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use. Tenant shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises, shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code, hazardous materials storage or other regulation. Tenant shall comply with all hazardous materials, toxic materials and hazardous waste laws and regulations, and shall store only those chemicals on the Premises necessary to its normal and lawful business activities, and only those quantities that are normally used in the ordinary business of Tenant. Tenant shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to approve the installation of any power driven machinery by Tenant, and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads.

(c) Tenant may erect a sign stating its name, business, and products after first securing Landlord's written approval of the size, color, design, wording, and location, and after securing all necessary governmental and property owners' association approvals. All signs installed by Tenant shall be removed upon termination of this Rental Agreement with the sign location restored to its former state.

(d) Tenant shall make no alterations, additions, or improvements to the exterior of Premises without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this Rental Agreement, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

3. Last Month's Rent

Concurrently with execution of this Rental Agreement, Tenant shall deposit with Landlord the sum of One Thousand Fifty and 00/100 Dollars ($1,050.00), which is the amount of rent for the first month, as an estimate of the amount of rent for the last month, and a security deposit in the amount of Two Hundred Fifty and 00/100 Dollars ($250.00), hereinafter referred to as the "Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this Rental Agreement. If Tenant shall at any time fail to make any payment or fail to keep or perform

any term, covenant, or condition on its part to be made or performed or kept under this Rental Agreement, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Rental Agreement, use, apply or retain the whole or any part of the Security Deposit (a) to the extent of any sum due to Landlord; or (b) to make any required payment on Tenant's behalf; or (c) to compensate Landlord for any out of pocket expense due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum, and Tenant's failure to do so shall be a material breach of this Rental Agreement. Landlord shall not be required to keep the Security Deposit separate from its general fund, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all the terms, covenants, and conditions of this Rental Agreement, then such Security Deposit shall be applied to the last month's rent under this Rental Agreement, together with the estimated last month's rent set forth in this section. Any excess shall be refunded to Tenant after expiration of this Rental Agreement, together with any extensions of Rental Agreement.

4. Utility Charges, Common Area Maintenance, and Taxes and Assessments

(a) Tenant's initial obligation to pay all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, telephone, and all other utilities of any kind furnished to the Premises during the term, along with its pro rata share of operating expenses, taxes and assessments has been estimated to be Fifty 00/100 Dollars ($50.00) per month and such amount is included in the initial rent. This amount may be adjusted one time per year, on March 1 of each year, as set forth above. Tenant agrees to assume all obligations and maintenance for the telephone and security systems on the Premises, if any, and to hold Landlord harmless from any liability arising thereunder for the term of this Rental Agreement.

(b) Landlord shall have no liability resulting from any interruption of such utility services caused by any reason beyond Landlord's reasonable control.

(c) Landlord's records of expenses for taxes, operating expenses, assessments and levies may be inspected by Tenant at reasonable times and intervals.

(d) Real property taxes shall include all general real property taxes assessed against the Premises or payable during the term, installment payments on special assessments, and any rent tax, tax on Landlord's interest under this Rental Agreement, or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income.

(e) Operating expenses shall include all usual and necessary costs of operating and maintaining the Premises, buildings, and any surrounding areas including, but not limited to, the cost of all utilities or services, property insurance, maintenance and repair of landscaping, parking areas and any other facilities.

5. Maintenance and Repair

Tenant shall keep the Premises neatly maintained and in as good order and repair as exists upon commencement of this Rental Agreement. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing, sewers, drainpipes to sewers, air conditioning and heating systems, landscaping, landscape watering systems, overhead and personal doors, the roof, gutters, downspouts, exterior walls, building structure and foundation of the Premises, painting the Building as needed and replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage any septic or other tanks or sewers serving the Premises, or violate any regulation applicable to such discharge. Tenant shall not be responsible for repair of those conditions reported by Tenant to Landlord in its letter of October 17, 2004.

Tenant shall keep the area abutting the Premises free and clear of snow, ice, debris and obstructions of every kind.

6. Liability, Fire and Extended Coverage Insurance

(a) Tenant shall carry and maintain in effect at all times during the effective term of this Rental Agreement comprehensive public liability and property damage insurance with limits of not less than $1,000,000 for injury to one person in one occurrence, $1,000,000 for injuries to more than one person in one occurrence, and $1,000,000 property damage. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

(b) Tenant shall carry and maintain in effect at all times during the effective term of this Rental Agreement fire and extended liability insurance in the amount of the replacement value of the property, without deduction for depreciation. Such insurance shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be cancelled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as the insured on such policy.

(c) Landlord reserves the right to disapprove the adequacy of coverage provided in Sections 6 (a) and 6 (b) above based on the identity of the insurer, the amount of the deductible or self-insured retainage, or scope of exclusions to coverage, if any.

(d) Certificates evidencing such insurance and Landlord's status as additional insured shall be provided to Landlord on or prior to commencement of this Rental Agreement.

7. Casualty Damage

(a) If fire or other casualty causes damage to the Premises in an amount exceeding thirty percent (30%) percent of the full replacement cost of the Premises, Landlord may elect to terminate this Rental Agreement as of the date of the damage by notice in writing to Tenant within thirty (30) days after such date. Otherwise, Tenant shall promptly repair the damage and restore the Premises

to their former condition as soon as practicable. Rent shall be abated during the period and to the extent the premises are not reasonably useable for the use permitted by this Rental Agreement.

(b) Tenant shall be responsible for insuring the Premises and for insuring its personal property and trade fixtures located on the Premises. If any activity by Tenant on the Premises causes fire insurance rate to increase, Tenant shall pay the amount of such increase promptly.

(c) Neither party shall be liable to the other for any loss or damage to the Premises or Tenant's personal property thereon caused by any of the risks covered by a standard fire insurance policy with extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this Rental Agreement effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably useable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

9. Assignment and Subletting

Tenant shall not assign its interest under this Rental Agreement nor mortgage or sublet the Premises without first obtaining Landlord's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of a law including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Rental Agreement. If Tenant assigns this Rental Agreement or sublets the Premises for an amount in excess of the rent called for by this Rental Agreement, such excess shall be paid to Landlord promptly as it is received by Tenant.

10. Default

Any of the following shall constitute a default by Tenant under this Rental Agreement:

(a) Tenant's failure to pay rent or any other charge under this Rental Agreement within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt; or the appointment of a receiver for Tenant's properties.

11. Remedies on Default

In case of default as described in paragraph 11 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Retake possession of the Premises by summary proceedings and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's rental interest.

(b) Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Rental Agreement equal to the difference between the rent under this Rental Agreement and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of six percent (6%) per annum.

(c) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest from the date of the expenditure at the rate of ten percent (10%) per annum.

12. Surrender on Termination

(a) On expiration or early termination of this Rental Agreement, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected and all repairs called for under this Rental Agreement completed. The Premises shall be delivered in the same condition as at the commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability.

(b) If Tenant fails to vacate the Premises when required, Landlord may elect either continue to treat Tenant as a tenant from month to month, subject to all provisions of this Rental Agreement, or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Liability and Indemnity

Landlord warrants that so long as Tenant complies with all terms of this Rental Agreement it shall be entitled peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord, except as provided herein.

In the event environmental contamination is determined to exist on or under the Premises occupied by Tenant, Tenant's liability to Landlord for remediation of such contamination shall be limited to releases or spills Tenant has caused, contributed to or exacerbated either during its prior occupancy of the Premises under its lease with Marine Finance or during the term of this Rental Agreement. This provision is not intended to limit any liability Tenant may otherwise have to governmental agencies or others under any state or federal laws or regulations related thereto, and does not grant Tenant any right to indemnification or defense from Landlord to such claims.

Tenant shall indemnify Landlord from all claims arising out of this Rental Agreement, or any breach thereof, or any insurance issued under this Rental Agreement. In addition, Tenant agrees to defend and hold Landlord harmless from any claim arising pursuant to insurance issued under this Rental Agreement.

14. General Provisions

(a) Waiver by either party of strict performance of any provision of this Rental Agreement shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b) Subject to the limitations on transfer of Tenant's interest, this Rental Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

(c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Rental Agreement, to make necessary repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers.

(d) If this Rental Agreement commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of such date, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

(e) Tenant shall within ten (10) days following Landlord's written request deliver to Landlord a written statement specifying the dates to which the rent and other charges have been paid, whether the Rental Agreement is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

(f) Notices between the parties relating to this Rental Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Rental Agreement or to such other address as

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either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

(g) Tenant has inspected the Premises and accepts them AS IS.

15. Transfer and Assignment

Tenant shall not transfer or assign all or any part of its interest in this Rental Agreement without the prior written consent of Landlord. Tenant acknowledges that Landlord may assign its rights in this Rental Agreement to one or more lenders as security for the purchase and construction of the Premises.

16. Subordination and Attornment

Tenant shall subordinate its interest, and attorn to any lenders described in Section 16.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Rental Agreement as of the day and year first written above.

TENANT:

(b) (6), dba
BLACK CAT STUDIOS
(b) (6)

LANDLORD:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC,
an Oregon limited liability company

By: Marvin D. Burch
Name: Marvin D. Burch
Title: President

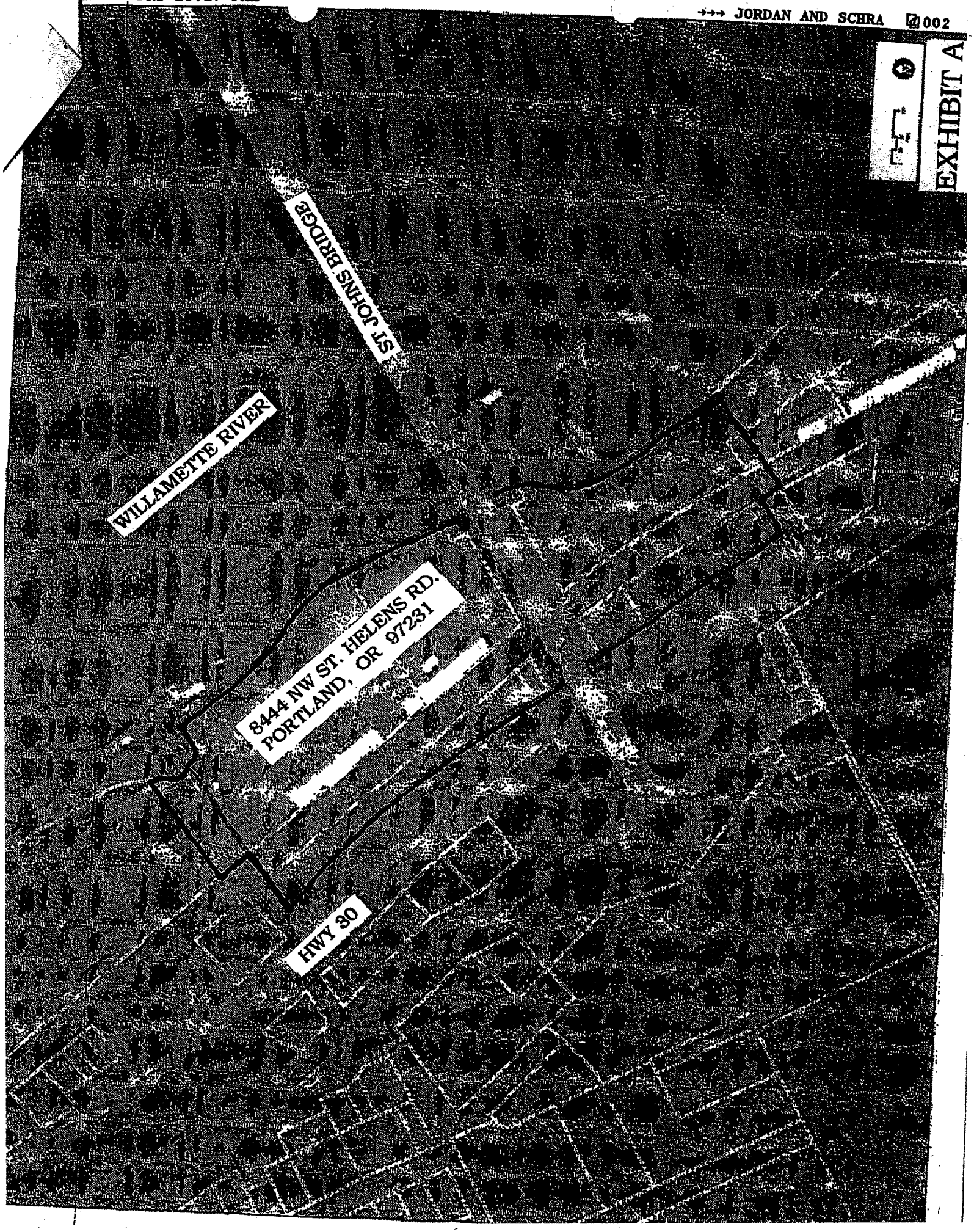
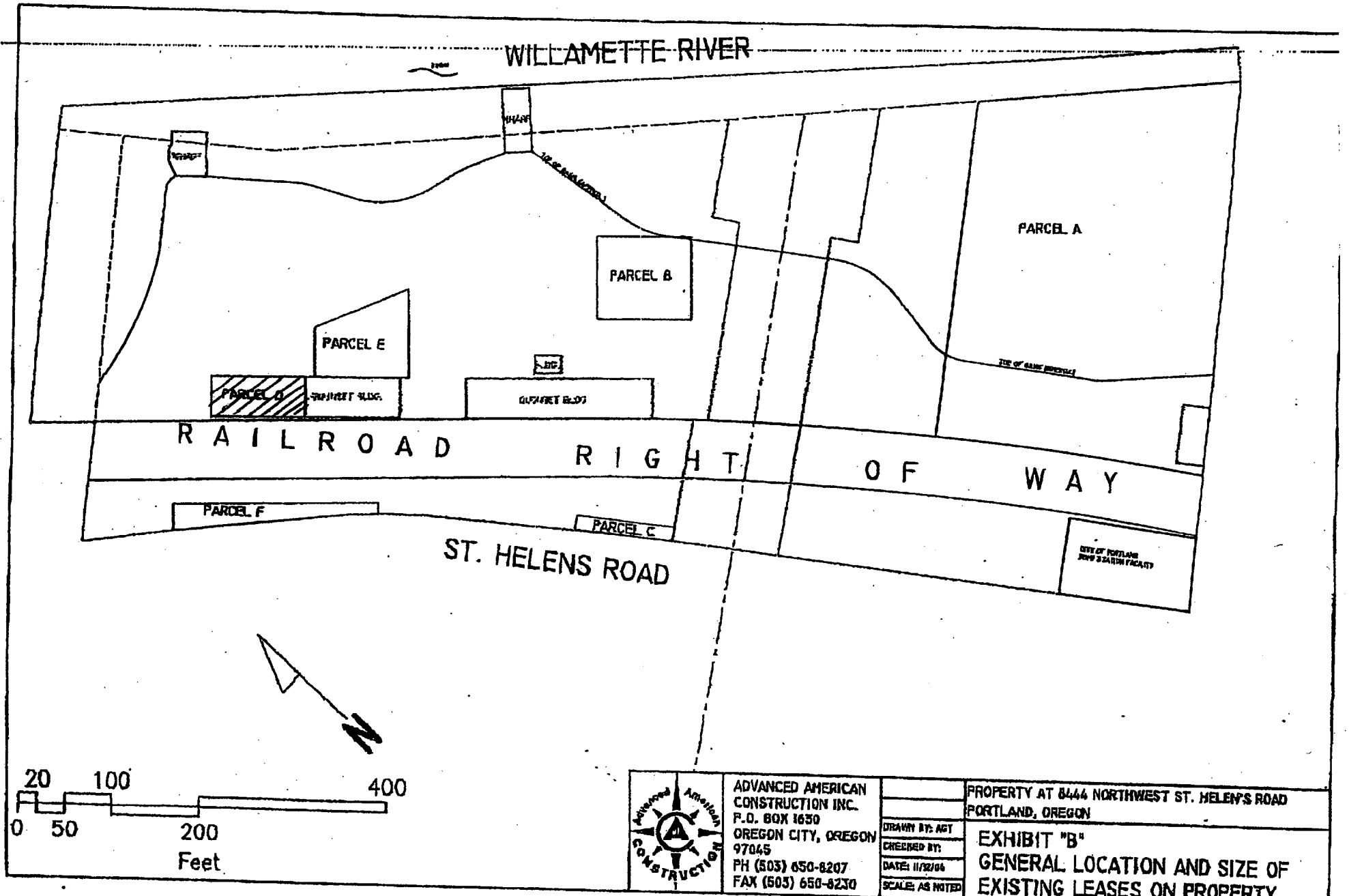


EXHIBIT A
ST JOHNS BRIDGE
WILLAMETTE RIVER
8444 NW ST. HELENS RD.
PORTLAND, OR 97231
HWY 30

AAC001966


WILLAMETTE RIVER
PARCEL A
PARCEL B
PARCEL E
PARCEL D
PARCEL F
PARCEL C
RAILROAD RIGHT OF WAY
ST. HELENS ROAD
20 100 400
0 50 200
Feet
ADVANCED AMERICAN CONSTRUCTION INC.
P.O. BOX 1630
OREGON CITY, OREGON
97045
PH (503) 650-8207
FAX (503) 650-8230
DRAWN BY: AGT
CHECKED BY:
DATE: 11/22/06
SCALE: AS NOTED
PROPERTY AT 8444 NORTHWEST ST. HELEN'S ROAD
PORTLAND, OREGON
EXHIBIT "B"
GENERAL LOCATION AND SIZE OF
EXISTING LEASES ON PROPERTY

AAC001967

RECORDING REQUESTED BY
Fidelity National Title Company of Oregon

GRANTOR'S NAME
WB Oregon, Inc

GRANTEE'S NAME
Advanced American Construction Properties, LLC

SEND TAX STATEMENTS TO:
Advanced American Construction Properties, LLC
415 S. McLoughlin Blvd.
Oregon City, OR 97045

AFTER RECORDING RETURN TO:
Advanced American Construction Properties, LLC
415 S. McLoughlin Blvd.
Oregon City, OR 97045

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A31 4
Total : 36.00 ATTDS

2004-214419 11/24/2004 03:26:47pm

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIDELITY NATIONAL TITLE CO. 01-107979-C

STATUTORY BARGAIN and SALE DEED

WB Oregon, Inc, a Oregon Corporation, Grantor, conveys to

Advanced American Construction Properties, LLC, an Oregon limited liability company, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon,

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

Grantor retains an interest in the Property sufficient only to satisfy the requirements of Measure 37, adopted by vote November 2, 2004. This interest shall be subordinate to all financing of Grantee by West Coast Bank and any other lender or bonding company secured by the Property, and shall extinguish and terminate on the payment of One and 00/100 Dollar ($1.00) not later than five (5) years from the date of this Deed.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS $1,450,000.00 (See ORS 93.030)

DATED: November 19, 2004

WB Oregon, Inc, an Oregon corporation
By: Karen Watson - President
Karen Watson, President

STATE OF OREGON
COUNTY OF Multnomah

This instrument was acknowledged before me on
November 22 2004
by Karen Watson
as President
of WB Oregon, Inc., an Oregon corporation

Cheryl Littlejohn
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 9-26-08

OFFICIAL SEAL
CHERYL LITTLEJOHN
NOTARY PUBLIC-OREGON
COMMISSION NO. 383595
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

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EXHIBIT "ONE"

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline

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of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3706.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18"E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

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Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

11-24-04

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45'
15'
11

After Recording Return to:

Marilyn M. Wall
Wall & Wall, P.C.
500 NE Multnomah Suite 700
Portland, OR 97232

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A49 9 ATTDS
Total : 61.00

2004-214420 11/24/2004 03:26:47pm

FIDELITY NATIONAL TITLE CO. 01-110779-C

Grant of Easements

This is a Grant of an Easement ("Easement") by and between WB Oregon, Inc., an Oregon corporation ("WB") and Advanced American Construction Properties, LLC an Oregon limited liability company ("AAC"). Either WB or AAC may be referred to herein as a "Party" in the singular or jointly referred to herein as the "Parties".

RECITALS

A. WB is the owner of certain real property legally described on Exhibit "A" ("Servient Estate");

B. AAC is acquiring from WB certain real property legally described on Exhibit "B" ("Dominant Estate");

C. As a condition of the sale of the Dominant Estate to AAC, AAC requires an access easement across the Servient Estate to be used in common with WB and the right to use a certain portion of the Servient Estate for equipment storage;

Now, therefore, in consideration of the sale of the Dominant Estate to AAC and other consideration, which both Parties deem sufficient, the Parties agree as follows:

AGREEMENT

1. WB grants an Access Easement to AAC, its successors and assigns, as described on Exhibit "C" for ingress and egress from the Dominant Estate to NW St. Helens Road across the Servient Estate. If AAC requires the access to be improved, changed or relocated, including enlarging the access onto NW St. Helens Road, AAC may construct, reconstruct, maintain and repair the access at its sole cost and expense with proper governmental authorizations provided, however that such access shall not interfere with WB's access and AAC shall not compromise the security of the improvements to the Servient Estate now existing or hereafter placed on the Servient Estate. If AAC removes or seeks to remove any portion of the fence currently on the Servient Estate, AAC shall replace the fence with a suitable gate and provide access keys to WB.

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2. The Access Easement is nonexclusive and WB reserves the right to use the Access Easement itself or to allow third parties to use it. The Parties shall cooperate in periods of joint use provided, however, that WB's right of use has priority over AAC's use in the event of conflict.

3. WB reserves the right to relocate the Access Easement at any time and shall, at WB's sole cost and expense, reconstruct the Access Easement at such new location in as good or better condition and size as existed at the prior location immediately prior to the relocation. If the Access Easement is relocated, WB may record an instrument indicating the relocated Access Easement and such instrument shall serve to amend this Access Easement and eliminate any rights of AAC in the original location, provided, that AAC has the same rights in the relocated Access Easement as in the original Access Easement. Such amendment of the description shall be effective whether or not signed by AAC. AAC shall execute any document(s) necessary to indicate relocation of the Access Easement when and if requested by WB provided, however that such relocation shall not prevent AAC from using the Access Easement for its intended purposes nor materially increase the cost of use of the Access Easement by AAC.

4. WB also grants to AAC a storage easement over that real property legally described on Exhibit "D" ("Storage Easement"). The Storage Easement shall be used solely for the purposes of storing equipment, vehicles and other property of AAC. WB does not represent or warrant that such use is permitted in the zone. AAC assumes all responsibility to determine whether the use is permitted and to obtain any authorizations required at AAC's sole cost and expense. The Storage Easement is exclusive. No materials shall be stored, used, manufactured or disposed of within the Storage Easement, except in compliance with all federal, state, and local law, provided that in no case may there by stored, used, manufactured, or disposed of within the Storage Easement, any hazardous substances, or any substances or materials which constitute a public health hazard, as defined by rules of the Oregon State Health Division. No condition shall be permitted within the Storage Easement that constitutes a health hazard, as defined by rules of the Health Division. As used herein, "Hazardous Substance" means (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; or (ii) any hazardous waste defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; or (iii) any hazardous substances as defined by Oregon Revised Statute 465.200 and/or implementing regulations of the Oregon Department of Environmental Quality; or (iv) any and all material or substance defined as hazardous pursuant to any federal, state or local laws, or regulations or order; or (v) any and all material or substance which is or becomes regulated by any federal, state or local governmental authority; or (vi) any and all material or substance which contains oil, gasoline, diesel fuel or other petroleum hydrocarbons and their by-products.

5. AAC shall defend, save, hold harmless and indemnify WB, its successor, assigns, agents, officers, directors, shareholders and any who take through or under it from any loss, claim, expense, damage, suit, arbitration, claim, attorneys fees, investigation costs, or liability arising in any manner out of AAC's use of the Access

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Easement and/or the Storage Easement, including, but not limited to, any environmental claims arising due to the storage, repair, use, or presence of equipment, vehicles and/or other property on the Storage Easement except any claim arising solely from the negligence of WB.

6. AAC assumes all risks associated with using the Access Easement and/or the Storage Easement. If real property taxes are required to be paid on the Storage Easement that would not otherwise accrue but for the use of the Storage Easement by AAC, AAC agrees and shall timely pay all such real property taxes attributed to the Storage Easement.

7. The Access Easement and the Storage Easement are each appurtenant to the Dominant Estate as it exists *today* and any subdivision of the Dominant Estate shall not expand the users of either Easement and only the remaining largest parcel of the Dominant Estate retains the right to use either Easement and no other owners of subdivided parcels have any right to use either Easement.

8. The Easements are perpetual provided, however, if AAC does not use either the Access Easement and/or the Storage Easement at any time during a three-year period, or if either Easement is otherwise abandoned by AAC, then that Easement shall expire without further action by WB and AAC shall execute a recordable document sufficient to clear AAC's interest from the record.

9. Both Easements are subject to all other liens, easements, restrictions, and encumbrances of record.

10. The person signing on behalf of a Party represents that she/he has the authority to sign for the Party and to bind the Party to the terms and provisions of this Agreement.

11. All Exhibits are incorporated herein as if set forth in full.

Advanced American Construction Properties, LLC

Marvin D. Bunch
By: MARVIN D. BUNCH
Its: PRESIDENT

WB Oregon, Inc.

Karen Watson
By: Karen Watson
Its: President

[continued]

11-24-04

AAC001974

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on the 22 day of November, 2004, by Marvin D Burch for and on behalf of Advanced American Construction Properties, LLC .by Marvin D. Burch its President .

OFFICIAL SEAL
PF ANDERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 363643
MY COMMISSION EXPIRES JAN 14, 2007

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-14-07

STATE OF OREGON)
) ss.
County of Multnomah)

Karen Watson as President of WB Oregon acknowledged this instrument before me on the 22 day of November 2004, Inc. an Oregon corporation.

OFFICIAL SEAL
CHERYL LITTLEJOHN
NOTARY PUBLIC-OREGON
COMMISSION NO. 383595
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

NOTARY PUBLIC FOR OREGON

My Commission Expires: 9-26-08

11-24-04

AAC001975

EXHIBIT "A" ONE OF Two

TL 101

A Parcel of land located in the Southeast 1/4 of Section 11, Township 1 North , Range 1 West, W.M., County of Multnomah, State of Oregon, and being more particularly described as follows: Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34°25'21" East, 2780.28ft. from the Witness Corner to the S.E. Corner of the G.J. Watts DLC # 46, said rod located on the Southwesterly right-of-way (ROW) of the Northern Pacific R.R. railroad; thence Northwesterly 46.15 ft. along said ROW along the arc of a 3706.79 ft. non-tangent curve (the chord of which bears North 32°51'53" West, 46.14 ft.)to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence South 53°32'42" West, 79.72 ft. to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence continuing on same bearing 45.28 ft.,more or less(M/L); thence South 33°49'33" East 16.07 ft., M/L; thence North 53°32'42" East,29.8 ft., M/L; thence South 36°27'18"East, 30 ft., M/L; thence North 53°32'42" East, 15.5 ft., M/L to a 5/8" iron rod w/YPC "Portland Water Bureau"; thence continuing on same bearing 77.55 ft. to the point of beginning.

This parcel contains 4,827 sq.ft., M/L
The basis of bearings for this description is Multnomah County Record of Survey #50640.

Subject to the following Multnomah County easements of record:

TO: Southern Pacific Pipeline Partnerships;	Book 2116 Pg.580 Recorded 5/21/1962 Book 2162 Pg.2748 Recorded 12/13/1988
FOR: Pipelines	
TO: City of Portland FOR: Sewer Main	Book 848 Pg.1020 Recorded 3/31/1972
TO:Olympic Pipelines	Book 270 Pg.116 Recorded 4/12/1975
FOR:Pipelines	Book 849 Pg.168 Recorded 4/05/1972

REGISTERED PROFESSIONAL LAND SURVEYOR
Thompson M. Warren
OREGON
JULY 15, 1977
THOMPSON M. WARREN
2313
EXPIRES 6/30/06

11-24-04

AAC001976

EXHIBIT "A" -Two of two

PARCEL 2

A parcel of land located in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West, W.M., County of Multnomah, State of Oregon, being more particularly described as follows: Beginning at a 5/8" iron rod with yellow plastic cap (YPC) "COP Water Bureau", located on the Southwesterly Northern Pacific railroad right-of-way (ROW) line, said iron rod bearing South 34°27'40" East, 2608.95 ft. from the Witness Corner to the SE Corner of the G.J. Watts DLC # 46; thence S 54°46'42" W, 82.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the Northeasterly ROW line of Columbia River Highway (aka Highway 30); thence S 35°33'46" E, 126.90 ft. along said Highway 30 ROW to a 5/8" iron rod with YPC "COP Water Bureau"; thence N 53°32'42" E,79.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the aforementioned Southwesterly Northern Pacific railroad ROW line; thence Northwesterly 125.21 ft. along said railroad ROW line on the arc of a 3706.79 ft. radius non-tangent curve (the chord of which bears N34°11'20"W,125.20ft.)to the point of beginning, said parcel containing 10,279 sq.ft., more or less.; **The basis of bearing for this description is Multnomah County record of Survey #50640.**

Subject to the following Multnomah County easements of record:

TO: Pacific Telephone & Telegraph Company FOR: Underground Cable	Book 897 Pg.454 Recorded 11/08/1922
TO: Southern Pacific Pipeline Partnerships	Book 2116 Pg.580 Recorded 5/21/1962 Book 2162 Pg.2748 Recorded 12/13/1988
FOR: Pipelines	
TO: City of Portland FOR: Pipelines	Book 848 Pg.1020 Recorded 3/31/1972
TO: Olympic Pipelines	Book 270 Pg.116 Recorded 4/12/1965 Book 849 Pg.168 Recorded 4/05/1972
FOR:Pipelines	

REGISTERED PROFESSIONAL LAND SURVEYOR
Thomas M. Warren
OREGON
JULY 16, 1987
THOMPSON M. WARREN
2313
EXPIRES 6/30/06

11-24-04

EXHIBIT "B"

Parcel 1

A Parcel of land located in the Southeast 1/4 of Section 11, Township 1 North , Range 1 West, W.M., County of Multnomah, State of Oregon, and being more particularly described as follows: Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34°08'07" East, 2337.09ft. from the Witness Corner to the S.E. Corner of the G.J. Watts DLC # 46, said rod located at the intersection of the Southerly right-of-way line(ROW)of the St. Helen's Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 ft. along aforementioned railroad ROW on the arc of a 3706.79 ft. radius curve to the right(the chord of which bears S37°15'40"E, 272.22 ft.)to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54°46'42"W, 82.72 ft. to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy.30); thence N 35°33'46" W, 275.72 ft. along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy.30) to it's intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey # 50640; thence N 57°35'18" E, 74.76 ft. along the Southerly ROW line of the St. John's Bridge to it's intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning. Said parcel containing 21,996 sq.ft., more or less. **The basis of bearings for this description is Multnomah County Record of Survey #50640.**

Subject to the following Multnomah County easements of record:

TO: Southern Pacific Pipeline Partnerships;	Book 2116 Pg.580 Recorded 5/21/1962 Book 2162 Pg.2748 Recorded 12/13/1988
FOR: Pipelines	
TO: City of Portland FOR: Sewer Main	Book 848 Pg.1020 Recorded 3/31/1972
TO:Olympic Pipelines	Book 270 Pg.116 Recorded 4/12/1975
FOR:Pipelines	Book 849 Pg.168 Recorded 4/05/1972

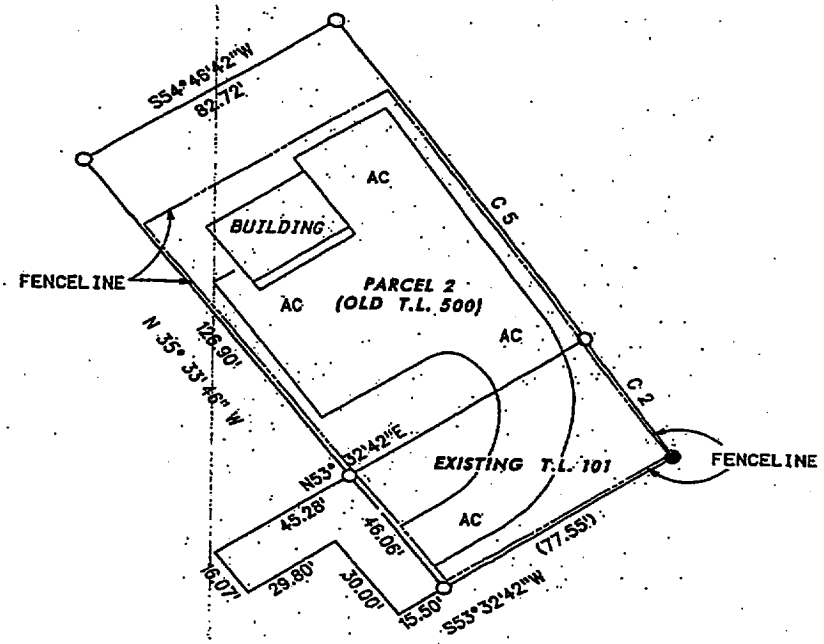
REGISTERED PROFESSIONAL LAND SURVEYOR
Thompson M. Warren
OREGON
JULY 19, 1977
THOMPSON M. WARREN
2213
EXPIRES 6/30/06

FILE

11-24-04

AAC001978

EXISTING SITE FEATURES



AC areas are paved and are the Access Easement area

EXHIBIT "C"

11-24-04

EXHIBIT "D"

The northwesterly 25 feet of the following described real property where the southerly line of the said 25 foot parcel is a line drawn parallel to and 25 feet southerly of the north line of the following real property:

A parcel of land located in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West, W.M., County of Multnomah, State of Oregon, being more particularly described as follows: Beginning at a 5/8" iron rod with yellow plastic cap (YPC) "COP Water Bureau", located on the Southwesterly Northern Pacific railroad right-of-way (ROW) line, said iron rod bearing South 34°27'40" East, 2608.95 ft. from the Witness Corner to the SE Corner of the G.J. Watts DLC # 46; thence S 54°46'42" W, 82.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the Northeasterly ROW line of Columbia River Highway (aka Highway 30); thence S 35°33'46" E, 126.90 ft. along said Highway 30 ROW to a 5/8" iron rod with YPC "COP Water Bureau"; thence N 53°32'42" E,79.72 ft. to a 5/8" iron rod with YPC "COP Water Bureau" located on the aforementioned Southwesterly Northern Pacific railroad ROW line; thence Northwesterly 125.21 ft. along said railroad ROW line on the arc of a 3706.79 ft. radius non-tangent curve (the chord of which bears N34°11'20"W,125.20ft.) to the point of beginning, said parcel containing 10,279 sq.ft., more or less.; **The basis of bearing for this description is Multnomah County record of Survey #50640.**

Subject to the following Multnomah County easements of record:

TO: Pacific Telephone & Telegraph Company FOR: Underground Cable	Book 897 Pg.454 Recorded 11/08/1922
TO: Southern Pacific Pipeline Partnerships FOR: Pipelines	Book 2116 Pg.580 Recorded 5/21/1962 Book 2162 Pg.2748 Recorded 12/13/1988
TO: City of Portland FOR: Pipelines	Book 848 Pg.1020 Recorded 3/31/1972
TO: Olympic Pipelines FOR: Pipelines	Book 270 Pg.116 Recorded 4/12/1965 Book 849 Pg.168 Recorded 4/05/1972

REGISTERED PROFESSIONAL LAND SURVEYOR
Thompson M. Warren
OREGON
JULY 16, 1987
THOMPSON M. WARREN
2313

11-24-04

AAC001980

RECORDATION REQUESTED BY:
West Coast Bank
West Metro Commercial Financial Ctr
c/o West Coast Credit Center
25977 SW Canyon Creek Road Ste J
Wilsonville, OR 97070

WHEN RECORDED MAIL TO:
WEST COAST BANK
WEST COAST CREDIT CENTER
P.O. BOX 8000
WILSONVILLE, OR 97070

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
C18 10
Total : 66.00 ATTDS

2004-214421 11/24/2004 03:26:47pm

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ROBELITY NATIONAL TITLE CO. 01-110779-C

DEED OF TRUST

THIS DEED OF TRUST is dated November 18, 2004, among ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC; an Oregon Limited Liability Company ("Grantor"); West Coast Bank, whose address is West Metro Commercial Financial Ctr, c/o West Coast Credit Center, 25977 SW Canyon Creek Road Ste J, Wilsonville, OR 97070 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WEST COAST TRUST, whose address is 301 Church Street NE, Salem, OR 97301 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated November 18, 2004, in the original principal amount of $1,305,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MULTNOMAH County, State of Oregon:

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

The Real Property or its address is commonly known as 8444 NW ST. HELENS ROAD, PORTLAND, OR 97231. The Real Property tax identification number is R324072; R324083; R324078; R483757; R324066; R324082; R324081; R324069

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

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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11-24-04

AAC001981

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

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

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

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

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

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens

11-24-04

and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

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

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

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or

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becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

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

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

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

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

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

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

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

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

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on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

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

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

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

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

CHOICE OF VENUE. If there is a lawsuit, you (Borrower, any Guarantor, and the Grantor under any Deed of Trust or security agreement) agree upon Lender's request to submit to the jurisdiction of the courts of the State of Oregon in Clackamas County, and that venue is proper in such courts, provided that any judicial foreclosure action relating to any real property security shall be commenced where the real property, or some part thereof, is located.

GOVERNING LAW. The interest rate and other terms of the credit evidenced or secured by this instrument (the "Credit") shall be governed by, and this instrument shall be governed by, construed and enforced in accordance with, federal laws and the laws of the State of Oregon, without regard to principles of conflicts of law, except that (1) procedural matters related to the perfection and enforcement of the rights and remedies of the Beneficiary of any Deed of Trust against any real property securing the Credit shall be governed by the laws of the state in which the real property is located; and (2) to the extent governed by state law, matters relating to perfection and priority of any security interest in personal property securing the Credit shall be governed by the laws of the state where the person granting that security interest is located. This instrument has been accepted by Lender in the State of Oregon.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

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

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

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

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

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not

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change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

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

Borrower. The word "Borrower" means ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC and includes all co-signers and co-makers signing the Note.

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

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

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

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

Grantor. The word "Grantor" means ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means The indebtedness evidenced by this agreement includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether an such indebtedness is voluntarily or involuntarily incurred, due or not due , absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primary or secondarily, or as a guarantor or surety; whether recovery on an indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

Lender. The word "Lender" means West Coast Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated November 18, 2004, in the original principal amount of $1,305,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 5, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

Trustee. The word "Trustee" means WEST COAST TRUST, whose address is 301 Church Street NE, Salem, OR 97301 and any substitute or successor trustees.

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

GRANTOR:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC

By: _____
MARVIN D. BURCH, President of ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC

11-24-04

Loan No: 26000749

DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

OFFICIAL SEAL
PF ANDERSON
NOTARY PUBLIC–OREGON
COMMISSION NO. 363643
MY COMMISSION EXPIRES JAN 14, 2007

On this 22 day of November, 20 04, before me, the undersigned Notary Public, personally appeared MARVIN D. BURCH, President of ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [signature] Residing at Multnomah

Notary Public in and for the State of Oregon My commission expires 1·14·07

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.24.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - OR S:\LOAN\LPL\LIVE\CFI\LPL\001.FC TR-21322 PR-40

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EXHIBIT "ONE"

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline

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of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3706.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18" E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

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Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

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RECORDATION REQUESTED BY:
West Coast Bank
West Metro Commercial Financial Ctr
c/o West Coast Credit Center
25977 SW Canyon Creek Road Ste J
Wilsonville, OR 97070

WHEN RECORDED MAIL TO:
WEST COAST BANK
WEST COAST CREDIT CENTER
P.O. BOX 8000
WILSONVILLE, OR 97070

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
C52 7
Total : 51.00 ATTDS
2004-214422 11/24/2004 03:26:47pm

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

FIDELITY NATIONAL TITLE CO. 01-110979-C

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated November 18, 2004, is made and executed between ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC; an Oregon Limited Liability Company (referred to below as "Grantor") and West Coast Bank, whose address is c/o West Coast Credit Center, 25977 SW Canyon Creek Road Ste J, Wilsonville, OR 97070 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MULTNOMAH County, State of Oregon:

See EXHIBIT "ONE", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8444 NW ST. HELENS ROAD, PORTLAND, OR 97231. The Property tax identification number is R324072; R324083; R324078; R483757; R324066; R324082; R324081; R324069

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property.

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Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, borrowed against, levied upon, seized, or attached.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

CHOICE OF VENUE. If there is a lawsuit, you (Borrower, any Guarantor, and the Grantor under any Deed of Trust or security agreement) agree upon Lender's request to submit to the jurisdiction of the courts of the State of Oregon in Clackamas County, and that venue is proper in such courts, provided that any judicial foreclosure action relating to any real property security shall be commenced where the real property, or some part thereof, is located.

GOVERNING LAW. The interest rate and other terms of the credit evidenced or secured by this instrument (the "Credit") shall be governed by,

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and this Instrument shall be governed by, construed and enforced in accordance with, federal laws and the laws of the State of Oregon, without regard to principles of conflicts of law, except that (1) procedural matters related to the perfection and enforcement of the rights and remedies of the Beneficiary of any Deed of Trust against any real property securing the Credit shall be governed by the laws of the state in which the real property is located; and (2) to the extent governed by state law, matters relating to perfection and priority of any security interest in personal property securing the Credit shall be governed by the laws of the state where the person granting that security interest is located. This instrument has been accepted by Lender in the State of Oregon.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

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

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

Grantor. The word "Grantor" means ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

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Note.

Indebtedness. The word "Indebtedness" means The indebtedness evidenced by this agreement includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether an such indebtedness is voluntarily or involuntarily incurred, due or not due , absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primary or secondarily, or as a guarantor or surety; whether recovery on an indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

Lender. The word "Lender" means West Coast Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated November 18, 2004, **in the original principal amount of $1,305,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON NOVEMBER 18, 2004.

GRANTOR:

ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC

By: Marvin D. Burch
MARVIN D. BURCH, President of ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

OFFICIAL SEAL
PF ANDERSON
NOTARY PUBLIC–OREGON
COMMISSION NO. 363643
MY COMMISSION EXPIRES JAN 14, 2007

On this 22 day of November, 20 04, before me, the undersigned Notary Public, personally appeared MARVIN D. BURCH, President of ADVANCED AMERICAN CONSTRUCTION PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [signature] Residing at Multnomah

Notary Public in and for the State of Oregon My commission expires 1-14-07

LASER PRO Lending, Ver. 8.24.10.002 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - OR S:\LOANS\PL\LIVE\CFI\LPL\G14.FC TR-21322 PR-40

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EXHIBIT "ONE"

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline

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of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3706.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18" E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

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Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

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After Recording Return to: FIDELITY NATIONAL TITLE CO. 01-1107979-C

PROSPECTIVE PURCHASER AGREEMENT

DEQ No. 04-08

BETWEEN: Oregon Department of Environmental Quality

AND: Advanced American Construction Properties, LLC

EFFECTIVE DATE: November 16, 2004 (Date of last signature below)

This Agreement is entered between the Oregon Department of Environmental Quality (DEQ) and Advanced American Construction Properties, LLC (Advanced American) pursuant to ORS 465.260 and 465.327. This Agreement contains the following provisions:

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Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A01 25 ATTDS
Total : 141.00

2004-214423 11/24/2004 03:26:47pm

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1. RECITALS

A. The subject property (Property) is located at 8444 N.W. St. Helens Road, Portland, Oregon. The legal description of the Property is set forth as Attachment A to this Agreement. For purposes of the PPA, the Property includes only the area above Ordinary High Water.

B. The Property is used for office trailer storage, warehousing, and houseboat construction. Hendren Tow Boat Company (Hendren) operates a tugboat dock on the Willamette River, accessed via the site, and uses part of the site for parking and equipment storage. Since at least the 1920s, a variety of businesses have operated at the site, including metal salvaging, tow boat/barge operations, and maintenance and construction companies. Many of the businesses supported or were associated with the over-water activities at the site.

C. In January 1998, the US Coast Guard expressed concern about Hendren's waste-handling practices, noting in a spill report the presence of numerous drums of oily rags, antifreeze and other wastes in the upland portion of the site. In September 1999, DEQ's Site Assessment program recommended an expanded Preliminary Assessment (XPA) to assess the nature and extent of contamination at the facility. In January 2000, DEQ began conducting the XPA using a state contractor, but Marine Finance Company requested an opportunity to conduct the XPA itself. DEQ and Marine Finance Company signed a Voluntary Cleanup Agreement in April 2000 under which Marine Finance Company

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agreed to perform the XPA; however, Marine Finance Company failed to perform the required actions.

D. DEQ declared the site an Orphan project in July 2000 after determining that Marine Finance Company was "unwilling" to investigate or clean up the site. In August 2000, DEQ's Orphan contractor collected soil, groundwater and sediment samples at the site. DEQ completed removal of abandoned waste containers, batteries, and drums at the facility in May 2001. The DEQ assessment included collecting six groundwater samples, five Willamette River sediment samples, and 13 soil samples. In general, samples were analyzed for metals, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs; except sediments), semi-volatile organics (SVOCs), total organotins (includes tributyltin (TBT)), and polychlorinated biphenyls (PCBs).

E. In general, the XPA indicated that there is not widespread contamination at the site, but a full evaluation of potential impacts to the Willamette River has not been completed. Due to the limited scope of the XPA, DEQ identified additional tasks that need to be completed to fully characterize the site and facilitate completion of an appropriate evaluation. These tasks included 1) collecting additional surface soil samples at approximately 10 locations to better define the lateral extent of surface soil contamination; 2) collecting soil samples at two or more discrete depth intervals at locations with the highest contaminant levels in surface soil (SS-2, -7, -9) and from the former UST location; and 3) installation and quarterly monitoring (one year minimum) of approximately 6

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monitoring wells across the eastern side of the Property to assess shallow groundwater contaminants potentially discharging to the Willamette River.

F. In 2003, Marine Finance Corporation conducted additional field investigation at the Property without DEQ oversight. The new information was provided to DEQ in an August 2004 memorandum with a screening-level risk evaluation for soil and groundwater prepared on behalf of Advanced American. DEQ has reviewed the new information and has concluded that the required tasks referred to in Paragraph E. above were satisfactorily completed. In September 2004, DEQ noted that upland human health and ecological risk evaluations would be required as well as a source control evaluation for upland soil, groundwater, and surface water to evaluate possible impacts to the river. Advanced American completed a source control evaluation that includes an evaluation of human health and ecological risks in the upland part of the site (including a Level I Scoping Ecological Risk Assessment) and a source control evaluation. The source control evaluation indicated that limited areas of surface soil could present a risk to both occupational site workers through direct contact and the Willamette River through overland soil runoff. Advanced American developed a Source Control Plan to mitigate these pathways. The source control evaluation and the plan (Plan) for mitigating possible impacts to the river are included as Attachment B to this Agreement, which is incorporated herein by reference.

G. Contaminants identified at the Property include petroleum and related compounds, and metals. These contaminants are "hazardous substances" within the

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meaning of ORS 465.200(15). The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200(21), and makes the Property a "facility" within the meaning of ORS 465.200. The site was place on DEQ's Confirmed Release List on March 13, 2003.

H. On June 22, 2004, Advanced American applied to DEQ for entry of this Agreement, and agreed to reimburse DEQ's costs of technical review and approval, and agreement preparation.

I. Advanced American is a limited liability corporation organized under the laws of Oregon and a "person" within the meaning of ORS 465.200(20). According to information provided by Advanced American, Advanced American is not currently liable under ORS 465.255 for the release of hazardous substances existing at the facility as of the date of this Agreement.

J. Advanced American agrees to perform the activities described in Section 2 of this Agreement at its expense. Advanced American's goal is to return the Property to productive use. DEQ has determined that a "substantial public benefit" will result from this Agreement, within the meaning of ORS 465.327 (1)(d).

K. Based upon the information submitted by Advanced American, DEQ has further determined that the proposed development activities at the Property will not contribute to or exacerbate existing contamination, increase health risks, or interfere with remedial measures which may be necessary at the Property.

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L. In determining to enter into this Agreement, DEQ has consulted with the City of Portland and has considered reasonably anticipated future land uses at the Property and surrounding properties.

M. Advanced American recognizes that implementation of remedial measures at the Property in the future might interfere with Advanced American's use of the Property.

2. MEASURES TO BE UNDERTAKEN

A. Within 15 days of closing on the Property, Advanced American will pay to DEQ the sum of $100,000 in partial payment of remedial action costs incurred by DEQ before the effective date of this Agreement. Payment will be made to "DEQ, Hazardous Substances Remedial Action Fund." Upon receipt of payment by DEQ, Advanced American will have no further responsibility for remedial action costs incurred by DEQ before the effective date of this Agreement.

B. Advanced American will work under DEQ oversight and perform the work described in Attachment B at Advanced American's own expense. In general, and without limiting the requirements of Attachment B, Advanced American will:

(1) Implement the source control measures and best management practices outlined in the Plan in Attachment B, including conducting additional soil sampling to verify areas requiring removal to achieve source control objectives, excavation of soil exceeding source control screening criteria, installation of a stormwater management system during site development, and once constructed, quarterly sampling of the

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stormwater management system for one year for analysis of metals, polycyclic aromatic hydrocarbons, and petroleum hydrocarbons.

(2) Advanced American will provide DEQ copies of the proposed storm drain system prior to initiation of installation. After installation of the storm drain system, Advanced American will collect storm water samples on a quarterly basis for one year. One of the four sampling events shall be conducted during the first significant rain following the summer ("first-flush"). Storm water samples shall be analyzed for total petroleum hydrocarbons (TPH), selected metals, and PAHs; and a storm water monitoring report will be submitted to DEQ within 14 days of receipt of the laboratory data. If contaminant concentrations are detected above source control screening criteria, Advanced American will implement best management practices (BMPs) to minimize storm water contaminants. At DEQ's discretion, additional source control measures, such as catch basin cleaning, pavement sweeping, installation of additional pavement, and/or additional soil removal actions may be required.

(3) Advanced American will implement the soil screening, handling and management protocols identified in the Plan during site development if previously unknown, potentially contaminated soil is encountered.

E. Nothing in this Agreement obligates DEQ or the state of Oregon or any of its commissions, agencies, officers or employees to conduct or pay for any actions related to releases at or from the Property, including but not limited to any releases from the Property into the Willamette River.

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F. Advanced American will comply with substantive requirements of all applicable federal, state and local laws and regulations, and shall obtain all necessary permits for the activities described in this Agreement.

G. Advanced American will record and abide by any necessary restrictions on the use of the Property as described in Subsections 2.K and 3.C. below. Such use restrictions may include without limitation restrictions on the use of groundwater, restrictions on land use, restrictions on the location of structures on the property, restrictions on the use of the Property for residential purposes, and cap maintenance requirements.

H. Upon satisfactory completion of actions under 2.B. above by Advanced American, DEQ will provide a written notice that such measures have been completed. When DEQ determines that the Property meets DEQ's requirements for a No Further Action determination, DEQ will issue such a determination. Advanced American may request such a determination at any time that Advanced American reasonably believes the Property meets DEQ's requirements for a No Further Action determination. Advanced American agrees that it will pay DEQ's costs incurred in making any No Further Action determination, including but not limited to costs for reviewing documents and analytical reports, preparing the determination, and providing public notice. If DEQ issues a determination of No Further Action or Certificate of Completion for the Property, such determination or Certificate shall serve as notice of completion of the remedial measures required under 2.B.

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I. Any development, construction, or other use of the Property shall be consistent with and shall not interfere with investigative or remedial activities necessary at the Property. To ensure such consistency and prevent exacerbation of existing contamination at the Property, Advanced American must notify DEQ before any material physical changes or disturbances are made to any area of the Property that is subject to use restrictions under Section 2.D and 3.C. At DEQ's request, Advanced American must submit for DEQ review and approval, any development, use, and building plans, or other similar and adequate documentation, for the proposed activities before any material changes or disturbances occur to any area of the Property that is subject to such use restrictions. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

J. Advanced American shall require all tenants, employees, authorized and regular users, and other occupants of the Property who perform activities on the Property that might affect the soils, groundwater, other contaminated media, or affect necessary investigative or remedial measures, to also submit development and/or construction plans to Advanced American for review by DEQ, as per Subsection 2.D. of this Agreement. This requirement is necessary to ensure that the actions of others do not exacerbate existing contamination. This review and approval requirement will expire upon the Property receiving an unconditional No Further Action determination or Certificate of Completion from DEQ.

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K. Advanced American shall record and abide by any use restrictions on the Property that DEQ deems necessary to protect human health or the environment. Any such restrictions, pursuant to ORS 465.327(5), shall run with the land.

3. GENERAL PROVISIONS

A. DEQ Oversight

DEQ shall provide review, approval/disapproval, and oversight as described in Section 2 and Paragraph 3.F.(2) of this Agreement. Where DEQ approval is required for any plan or activity under this Agreement, Advanced American shall not proceed to implement the plan or activity until DEQ approval is received. DEQ will make good faith efforts to conduct plan and activity review promptly so that any proposed development activities are not unduly delayed.

B. DEQ Access

(1) Advanced American grants an irrevocable right of entry to DEQ and its authorized representatives to enter and move freely about the Property at all reasonable times for purposes of overseeing implementation of this Agreement, or conducting removal or remedial measures DEQ deems necessary.

(2) Advanced American shall allow DEQ to inspect and copy all records in Advanced American's possession or control relating to measures undertaken at the Property under this Agreement. Advanced American shall preserve all such records for six (6) years after the effective date of this Agreement, and, after such six-year period, shall

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provide DEQ with sixty (60) days notice before destruction or other disposal of such records and make the records available for inspection and copying.

(3) Advanced American may assert a claim of confidentiality regarding any records submitted to or copied by DEQ pursuant to this Agreement. DEQ shall treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 to 192.505. If Advanced American does not make a claim of confidentiality at the time the records are submitted to or copied by DEQ, the records may be made available to the public without notice to Advanced American. DEQ reserves any rights to obtain documents withheld from DEQ as privileged.

C. Use Restrictions

DEQ may impose use restrictions and institutional controls on the Property. Such restrictions would be imposed only as necessary to prevent exposure to contaminated soil, surface water, vapors or groundwater, or to prevent exacerbation of existing contamination. Based on site conditions as of the date of this Agreement, no such restrictions or institutional controls are deemed necessary. If previously unknown contamination is discovered at the property, DEQ may require institutional controls if necessary to protect human health and the environment.

D. Notice

All reports, notices, and other communications required under or relating to this Agreement shall be directed to:

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For DEQ:

Mark Pugh

2020 SW 4th Avenue, #400
Portland, Oregon 97201
Tel: (503) 229-
Fax: (503) 229-6945

For Advanced American:

Advanced American Construction Properties, LLC
415 McLoughlin Blvd./ P.O. Box 1630
Oregon City, Oregon 97045
Tel: (503) 650-8207
Fax: (503) 650-8230

E. DEQ Costs

(1) Advanced American will pay costs incurred to prepare this Agreement, and costs incurred after the effective date of this Agreement by DEQ in connection with the oversight of Advanced American's implementation of this Agreement. Prior to the effective date of this Agreement, Advanced American provided to DEQ a deposit of $8,870 to pay for DEQ costs in preparing this Agreement and for DEQ costs in providing oversight for implementation of this Agreement.

(2) DEQ oversight costs payable by Advanced American shall include both direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs. Indirect costs include general management, support, and program development costs of DEQ and the Land Quality Division allocable to DEQ oversight of this Agreement and not charged as direct site-specific costs. Indirect costs are based on a percentage of direct personal service costs.

(3) As DEQ incurs oversight costs after the effective date of this Agreement, DEQ will draw against the $8,870 deposit described in (1) above. DEQ will submit to

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Advanced American a monthly statement of costs incurred. Advanced American will be responsible for any oversight costs incurred by DEQ in excess of $8,870.

(4) If DEQ oversight costs under this Agreement do not exceed the $8,870 deposit, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs.

F. Dispute Resolution

In the event of any disagreement between DEQ and Advanced American regarding implementation of this Agreement, including but not limited to review and approval of a plan or activity or DEQ costs, DEQ and Advanced American shall, in the following order:

(1) Make a good faith effort to resolve the dispute between project managers;

(2) If necessary, refer the dispute for resolution by the immediate supervisors of the project managers; and

(3) If necessary, provide to each other their respective positions in writing and refer the dispute for resolution to DEQ's Administrator of the Land Quality Division or Northwest Regional Division Administrator, and Advanced American's President or General Manager. DEQ's final decision after such dialogue shall be enforceable in accordance with Subsection 3.H. of this Agreement.

G. Enforcement of Agreement and Reservation of Rights

(1) In the event of any failure of Advanced American to comply with any obligation of this Agreement, DEQ may enforce this Agreement under ORS 465.260(5) or exercise any authority or pursue any claim or cause of action that DEQ might have.

11-24-04

Advanced American reserves any defenses or counterclaims it might have in the event of such action by DEQ.

(2) Except as provided in Subsections 3.I and 3.J of this Agreement, DEQ and Advanced American reserve any claim or cause of action they respectively have as to any person or entity not a signatory to this Agreement.

(3) Advanced American does not admit any liability or violation of law by virtue of entering this Agreement.

(4) DEQ reserves its authority to perform source control or remedial measures regarding a release of hazardous substances at or from the Property.

H. Waivers

(1) Advanced American waives any claim or cause of action it might have against the State of Oregon arising from contamination at the Property existing as of the date of acquisition of ownership or operation of the Property.

(2) Advanced American waives any right it might have under ORS 465.260(7) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for cost incurred under this Agreement.

I. Hold Harmless and Indemnification

Advanced American shall save and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, agents, and authorized representatives, and indemnify the foregoing, from and against any and all claims arising from acts or omissions related to this Agreement of Advanced American or its officers,

11-24-04

employees, contractors, agents, receivers, trustees, or assigns. DEQ shall not be considered a party to any contract made by Advanced American or its agents in carrying out activities under this Agreement.

J. Public Notice

(1) Upon execution of this Agreement, DEQ will provide public notice of this Agreement in a local newspaper of general circulation, describing the measures to be undertaken under this Agreement. Copies of the Agreement will be made available to the public. DEQ shall provide Advanced American a draft of such notice and consider any comments by Advanced American on the draft notice, before publication. Advanced American is responsible for the publication costs, if any, of such notice.

(2) Before approval of any remedial action, DEQ will provide public notice and opportunity for comment on the proposed action in accordance with ORS 465.320.

K. Recording

Within thirty (30) days of the date Advanced American receives an ownership interest in the Property, Advanced American shall submit a copy or original of this Agreement (whichever is required by the county) to be recorded in the real property records of Multnomah County, State of Oregon. Advanced American shall provide DEQ with written evidence of such recording within seven (7) days of recording.

L. Transfer of Interest

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Until DEQ issues a No Further Action determination or Certificate of Completion for the Property and Advanced American completes all obligations required under this Agreement, upon transfer of any interest in the Property, or a portion of the Property, from Advanced American to another person or entity, Advanced American shall provide written notice to the DEQ project manager within thirty (30) days of such transfer.

4. RELEASE FROM LIABILITY

A. Subject to the satisfactory performance by Advanced American of its obligations under this Agreement, including compliance and ongoing obligations and institutional controls, Advanced American shall not be liable to the State of Oregon under ORS 465.200 through 465.455 and 465.900 for any release of the hazardous substances described in Section 1 above at the Property existing as of the date of Advanced American's acquisition of its interest in or operation of the Property. Advanced American shall bear the burden of proving that any hazardous substance release existed before the date of acquisition of its interest in or operation of the Property.

B. The release from liability under Subsection 4.A of this Agreement shall not apply to any liability regarding:

(1) A release of hazardous substances at the Property after the date of acquisition of an interest in or operation of the Property;

(2) Contribution to or exacerbation of a release of hazardous substances;

(3) Interference or failure to cooperate with DEQ, or with persons conducting remedial measures under DEQ's oversight at the Property

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(4) Failure to exercise due care or take reasonable precautions with respect to any hazardous substance at the Property;

(5) Violation of federal, state, or local law regarding hazardous substances;

(6) Any ownership, operation, or release of hazardous substances at the Property by Advanced American before the effective date of this Agreement;

(7) Any ownership, operation, or other ground of liability of Advanced American for a release of hazardous substances at an off-site location affecting the Property; and

(8) Any matters as to which the State of Oregon is owed indemnification under Subsection 3.I of this Agreement.

C. Neither the release of liability in subsection 4.A. nor any other provision of this Agreement constitutes or shall be construed as an obligation by the state of Oregon, or any commission, agency, officer or employee thereof to indemnify, defend or hold harmless any person, including without limitation Advanced American, for costs or expenses arising from or related in any way to the Property, a release of hazardous substances at, to, or from the property, or this Agreement.

5. PARTIES BOUND

A. This Agreement shall be binding on the signatories and their respective commissions, agencies, officers, assigns, successors, employees, contractors, agents, and authorized representatives. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Agreement. No change in

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ownership or corporate or partnership status relating to the Property shall in any way alter Advanced American's obligations under this Agreement, unless approved otherwise in writing by DEQ.

B. The benefits and burdens of this Agreement shall run with the land; however, the release from liability set forth in Subsection 4.A of this Agreement shall limit or otherwise affect the liability only of persons who are not potentially liable under ORS 465.255 for a release of hazardous substances at the Property as of the date of that person's acquisition of ownership or operation of the Property and who assume and are bound by the terms of this Agreement applicable to the Property as of the date of their acquisition of ownership or operation of the Property.

6. EFFECTIVE DATE

This Agreement shall be effective upon signature by both parties and when Advanced American receives an ownership interest in the Property.

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7. SIGNATURES

11-24-04

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Marvin D. Burch
President
Advanced American Construction Properties, LLC.

Date: 11/11/04

STATE OF OREGON COUNTY OF CLACKAMAS

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of November, 2004 by Marvin D. Burch in his capacity as President of Advanced American Construction Properties, LLC

OFFICIAL SEAL
LISA J. ROSE
NOTARY PUBLIC-OREGON
COMMISSION NO. 340448
MY COMMISSION EXPIRES NOV. 16, 2004

NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/04

Alan Kiphut, Administrator
Land Quality Division
Oregon Department of Environmental Quality

Date: 11/16/04

STATE OF OREGON COUNTY OF MULTNOMAH

SUBSCRIBED AND SWORN TO BEFORE ME this 16th day of NOVEMBER, 2004 by, Alan Kiphut in his capacity as Administrator of the Land Quality Division, Oregon Department of Environmental Quality.

NOTARY PUBLIC FOR OREGON
My Commission expires: 8-18-07

DENISE ROTH

OFFICIAL SEAL
DENISE POTH
NOTARY PUBLIC-OREGON
COMMISSION NO. 371694
MY COMMISSION EXPIRES AUG. 18, 2007

11-24-04

ATTACHMENT A

PARCEL 1:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the north line of Block C, Springville, now vacated, with the intersection of the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL 2:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332, Page 556, Deed Records, said point also being on the northerly line of the tract of land conveyed to L.A. Jacobsen by deed recorded May 24, 1921 in Book 853, Page 8, Deed Records; thence South 52° West along the northerly line of said Jacobsen tract 289 feet to the northeasterly line of the Northern Pacific Railroad right-of-way also referred to as the Spokane, Portland & Seattle Railway right-of-way; thence Northwesterly along said northeasterly right-of-way line to its intersection with the easterly extension of the southeasterly line of Ferry Street, said point also being the southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586, Page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning.

PARCEL 3:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the northeasterly line of the Spokane, Portland & Seattle Railway right-of-way which is North 38° West 3.94 feet from the southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, Page 255, Deed Records; thence Northwesterly along said northeasterly right-of-way line 751.17 feet to a point which is North 38° West 753.94 feet from the southeast corner of aforesaid Lot 2; thence North 52° East parallel with the southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° 13' 44" East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning.

EXCEPT that portion lying below the low water line of the Willamette River.

FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29, Page 28, Deed Records, described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the centerline of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the northeast corner of Parcel III as above described; thence Westerly parallel with the extended centerline of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended centerline

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of said street, 205 feet to a point on the northeasterly right-of-way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street centerline; thence Southerly along said right-of-way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street centerline; thence Easterly parallel with the westerly extension of the centerline of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street centerline 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street centerline; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO TOGETHER WITH the following described tracts of land:

(A) All of the southeasterly 30 feet to the northwesterly 46.06 feet of Lots 2 and 9, Block 3, Springville, now vacated, lying Southwesterly of the northeasterly line of the Spokane, Portland and Seattle Railway right-of-way, EXCEPTING THEREFROM the portion thereof within said railroad right-of-way.

(B) A tract of land beginning at the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way North 38° West 33.94 feet from the southeasterly line of Lot 2, Block 3, Springville; thence Northwesterly along said right-of-way line 16.06 feet to a point distant North 38° West 50 feet from the southeast line of Lot 2, Block 3, Springville; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the southeasterly line of Lots 2 and 9, Block 3, Springville, to the northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said northeasterly line to an intersection of said northeast line with line North 38° West 33.94 feet from the southeasterly line of Lots 2 and 9, Block 3, Springville, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 4:

A tract of land in the Southeast 1/4 of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a 5/8" iron rod w/yellow plastic cap (YPC) "Caswell PLS 737" shown as a set monument on Multnomah County Survey #50640, which bears South 34 degrees 08'07" East, 2337.09 feet from the Witness Corner of the S.E. Corner of the G.J. Watts DLC #46, said rod located at the intersection of the Southerly right-of-way line (ROW) of the St. Helens Bridge and the Southwesterly ROW of the Northern Pacific R.R. railroad; thence Southeasterly 272.28 feet along aforementioned railroad ROW on the arc of a 3708.79 foot radius curve to the right (the chord of which bears S37 degrees 15'40" E, 272.22 feet) to a 5/8" iron rod w/YPC "City of Portland Water Bureau"; thence S54 degrees 46'42"W, 82.72 feet to a 5/8" iron rod w/YPC "City of Portland Water Bureau" on the Northeasterly ROW line of Columbia River Highway (Hwy 30); thence N35 degrees 33'46" W, 275.72 feet along the aforementioned Northeasterly ROW line of Columbia River Highway (Hwy 30) to its intersection with the Southerly ROW line of the St. John's Bridge to a 5/8" iron rod shown as a set monument on Multnomah County Survey #50640; thence N57 degrees 35'18" E, 74.76 feet along the Southerly ROW of the St. Johns Bridge to its intersection with aforementioned Northern Pacific R.R. ROW line to the point of beginning.

PARCEL 5:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

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Beginning at the intersection of the northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, said line also being the northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line 26.6 feet to the northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, Page 288, Deed Records; thence North 55° 48' East along the northwesterly line of said tract 128 feet, more or less, to the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said southwesterly right-of-way line to the northwesterly line of aforesaid Lot 3, Block 1, Springville; thence Southwesterly along said northwesterly line and its southwesterly extension of Lots 3 and 8, Block 1, Springville, now vacated, to the place of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL 6:

A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the southeasterly line of Lot 2, Block 1, Springville, now vacated, with the southwesterly line of the Spokane, Portland and Seattle Railway right-of-way; thence Northwesterly along said right-of-way line to the northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said northwesterly block line and its southwesterly extension to the northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said northeasterly road line to its intersection with the southwesterly extension of the southeasterly line of Lot 9, Block 1, Springville, now vacated; thence Northeasterly to the point of beginning; TOGETHER WITH the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

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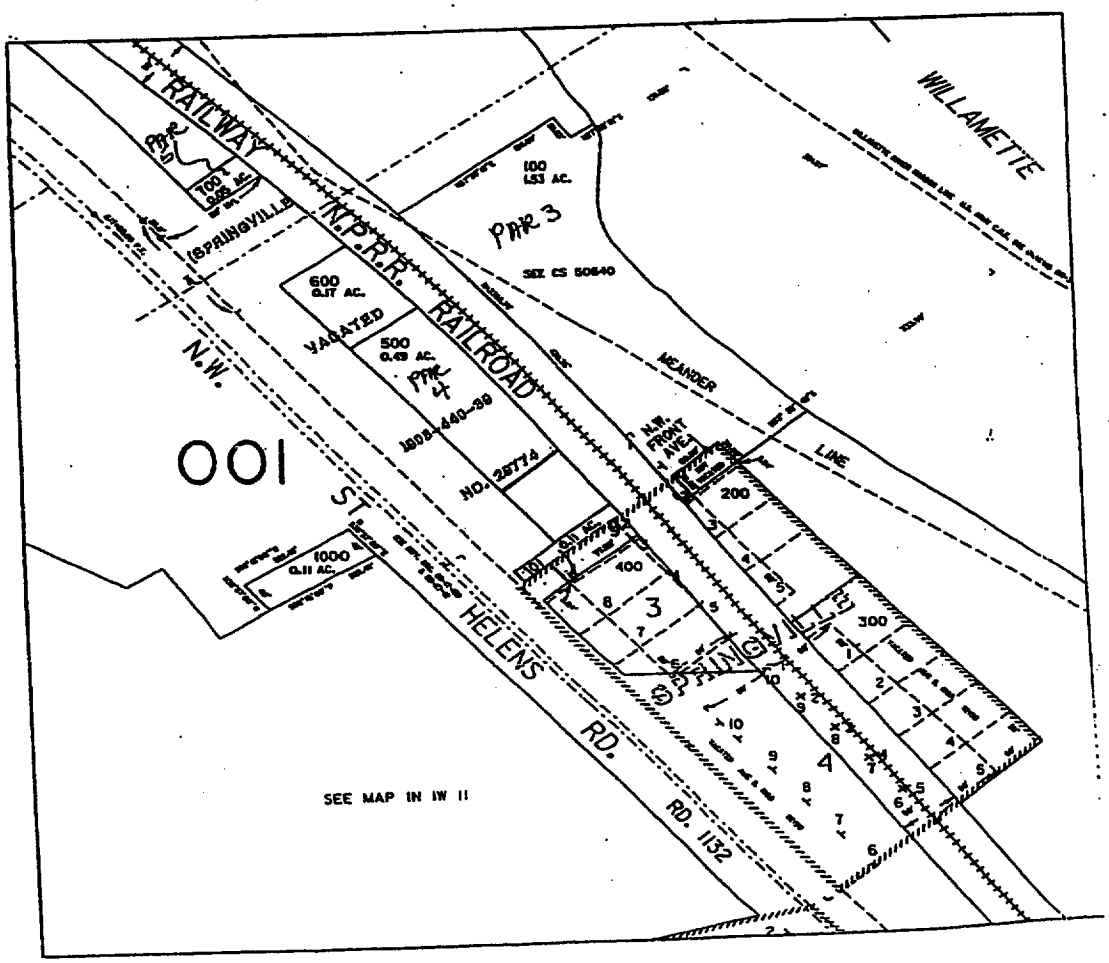
Fidelity National Title Company of Oregon

500, 600, 700

Map # 1N1W11DA 101, 100

N W E S

The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



11-24-04

Fidelity National Title Company of Oregon

Map # 1N1W11 500, 600, 700

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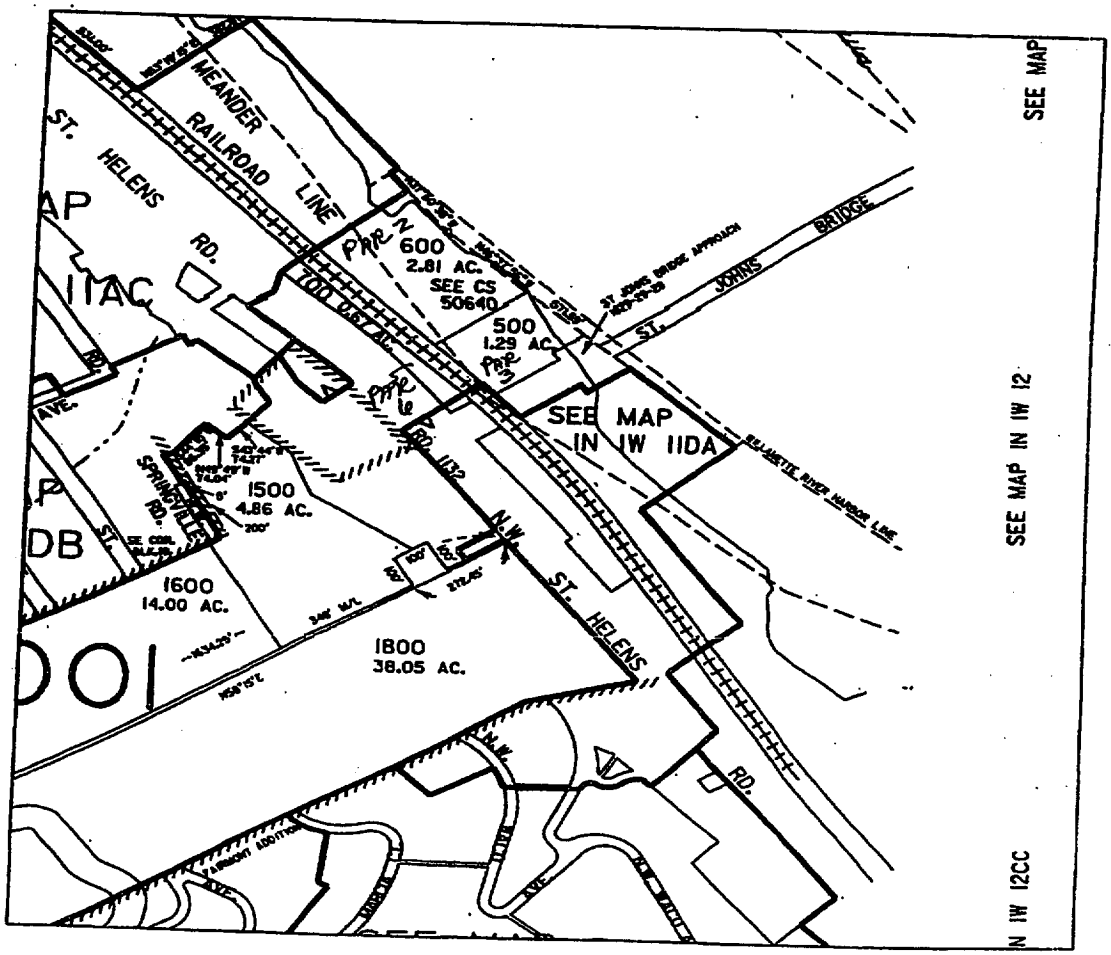
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



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Fidelity National Title Company of Oregon

Map # 1N1W11AC 300

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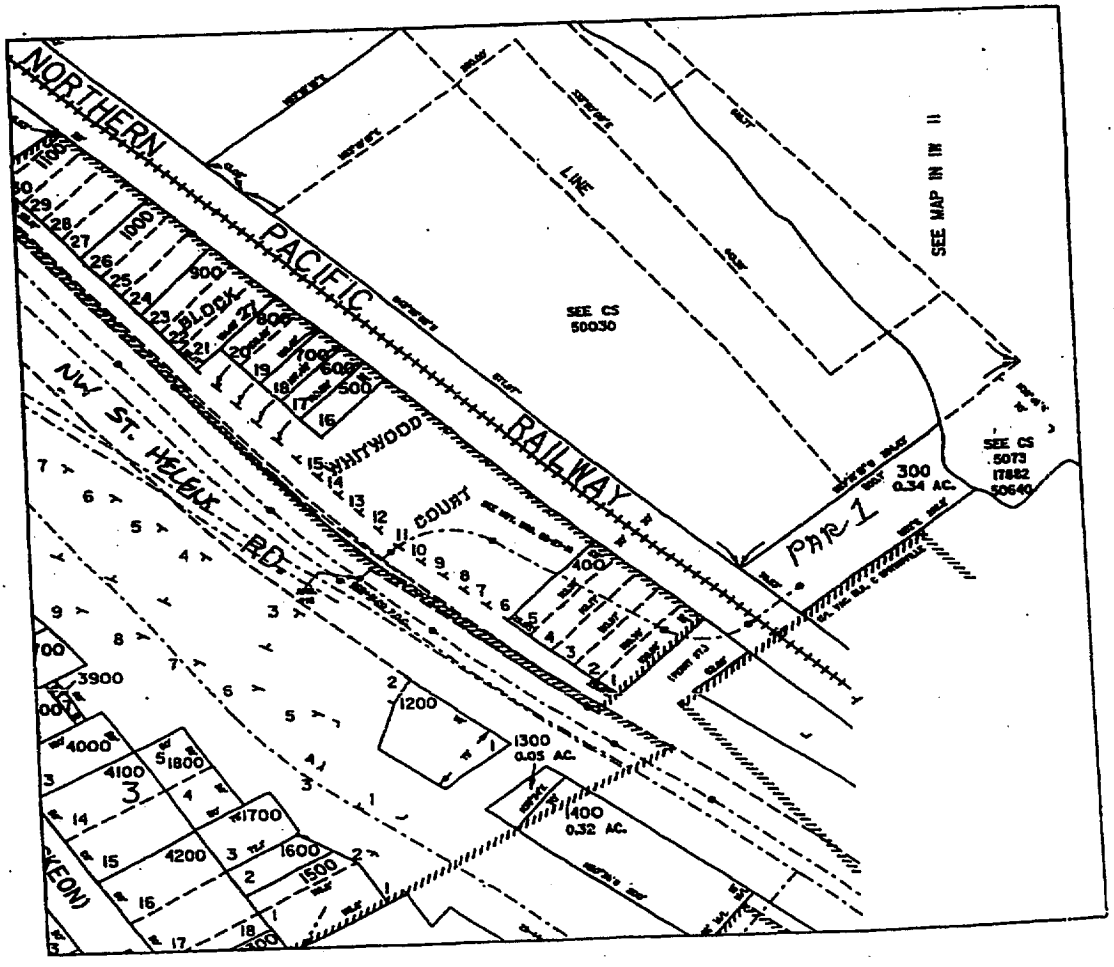
The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



11-24-04

Fidelity National Title
Company Of Oregon

Carol L. Keddy, Paralegal
Jordan Schrader PC
Two Centerpointe Drive 6th fl
Lake Oswego, Or 97035

DATE: July 6, 2006
ESCROW NO: 10-1115774-VK -28
PROPERTY ADDRESS:
8444 NW St. Helens Road, Portland, OR 97231

Dear Carol:

Enclosed herewith are copies of the recorded documents as you requested.

I apologize for the length of time it took me to get them to you.

Sincerely,

Vicki Kryszak
Sr. Escrow Officer
Commercial & Industrial Division
VK

enclosure(s)

RECEIVED
JUL 06 2006
Jordan Schrader
Attorneys at Law

Trappist Abbey
Book Binder
9200 NE Abbey Rd
Lafayette OR 97127

AAC002025

RECORDING REQUESTED BY
Fidelity National Title Company of Oregon

GRANTOR'S NAME
Advanced American Construction Properties, LLC

GRANTEE'S NAME
City of Portland, Bureau of Water Works

SEND TAX STATEMENTS TO:
City of Portland Bureau of Water Works
Daniel P. Combs
1120 SW Fifth Avenue
Portland, OR 97204

AFTER RECORDING RETURN TO:
City of Portland Bureau of Water Works
1120 SW Fifth Avenue
Portland, OR 97204

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
A43 2 ATKLM
Total : 26.00

2006-073512 04/24/2006 10:38:49am

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY QUITCLAIM DEED

Advanced American Construction Properties, LLC, an Oregon limited liability company, Grantor, releases and quitclaims to

City of Portland, Bureau of Water Works, Grantee, all right title and interest in and to the following described real property, situated in the County of Multnomah, State of Oregon,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. 01-1115774

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 APPROVED USES, 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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS $0.00 (See ORS 93.030)

DATED: April 20, 2006

Advanced American Construction Properties, LLC
an Oregon limited liability company

Marvin D. Burch, Its Authorized Member

STATE OF OREGON
COUNTY OFMultnomah
This instrument was acknowledged before me on

by _____.

This instrument was acknowledged before me on April 21, 2006

by Marvin D. Burch

as Authorized Member

of Advanced American Construction Properties,LLC

Notary Public for Oregon
My Commission Expires: 8/10/06

VICKI LEE KRYSZAK

OFFICIAL SEAL
VICKI LEE KRYSZAK
NOTARY PUBLIC-OREGON
COMMISSION NO. 359559
MY COMMISSION EXPIRES AUGUST 10, 2006

AAC002026

EXHIBIT "A"

The following described tracts of land situated in Section 11, Township 1 North, Range 1 West, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

A) All the Southwesterly 30 feet of the Northwesterly 46.06 feet of Lots 2 and 9, Block 3, SPRINGVILLE, now vacated, lying Southwesterly of the Northeasterly line of the Spokane, Portland & Seattle Railway tight of way, EXCEPT THEREFROM the portion thereof within said railroad right of way.

B) A tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle Railway right of way North 38 degrees West 33.94 feet from the Southeasterly line of Lot 2, Block 3, SPRINGVILLE; thence Northwesterly along said tight of way line 16.06 feet to a point distant North 38 degrees West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South 52 degrees West 125 feet, more or less, along a line distant North 38 degrees West 50 feet and parallel with the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St. Helens road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said Northeasterly line to an intersection of said Northeast line with line North38 degrees West 33.94 feet from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, extended Southwesterly; thence North 52 degrees East 125 feet, more or less, to the point of beginning.

EXCEPT FROM THE ABOVE TRACTS A AND B that portion acquired by the State of Oregon by and through its State Highway Commission Circuit Court Case No. 282435, Multnomah County, Oregon.

RESERVING TO THE GRANTOR herein the easement rights located upon, over, under and across the above described, and other, land created in the "GRANT OF EASEMENTS" recorded November 24, 2004 as document number 2004-214420.

This deed is being recorded to correct the Bargain and Sale Deed by and between WB OREGON, INC., an Oregon corporation as Grantor to Advanced American Construction properties, LLC, an Oregon limited liability company, as Grantee recorded November 24, 2004 as document number 2004-214419,. Said Bargain and Sale Deed erroneously included the above described property in Parcel 3 (A) and 3 (B).

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