



DEVELOPMENT DEPARTMENT

360 SW Avery Avenue
Corvallis, OR 97333

(503) 757-6819

FAX (503) 757-6894

NOTICE OF DEVELOPMENT DEPARTMENT DECISION

NATURE OF APPLICATION: Industrial Site Development Plan Review for construction of a new laboratory for Ecological Planning & Toxicology, Inc.
APPLICABLE CRITERIA: Benton County Code Sections 72.405 and 72.410
PROPERTY LOCATION: 5010 SW Hout Street (Assessor's Map No. 12-5-22D, Tax Lot 400A10)
PROPERTY OWNER: City of Corvallis
APPLICANT: Ecological Planning & Toxicology, Inc.
ZONE DESIGNATION: Industrial - 20 acre minimum parcel size (I-20)
COMP. PLAN DESIGNATION: Intensive Industrial (City of Corvallis Comprehensive Plan)
URBAN GROWTH AREA: Corvallis
CAC PLANNING AREA: South Benton
STAFF CONTACT: Joe Kasper, Associate Planner, City of Corvallis
Development Services Division
FILE NUMBER: MIS96-0012

DECISION

The site development plan submitted by the applicant is **APPROVED**, based on the findings contained in the staff report, and subject to the conditions listed below.

Conditions of Approval:

1. Site development shall be in substantial conformance with the approved site development plan.
2. A landscape plan meeting the requirements of BCC 72.410(8) as well as the City of Corvallis landscaping requirements for parking lots shall be submitted with the building permit for the proposed building.
3. The additional proposed off-street parking shall be constructed in accord with City of Corvallis standards.
4. All exterior lighting shall be shielded so that it does not produce glare off of the property.

PLANNING OFFICIAL: *R. M. [Signature]*

Date: March 12, 1996



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PLANNING OFFICIAL:

R. M. Grier
Date: March 12, 1996

NOTICE OF BENTON COUNTY
DEVELOPMENT DEPARTMENT DECISION

The Benton County Development Department has made a decision on the following application. A copy of the application or Staff Report can be inspected or obtained at a reasonable cost from the Development Department. This decision may be appealed within 14 calendar days of the date of decision. Appeal forms can be obtained from the Benton County Development Department, 360 SW Avery Avenue, Corvallis. Failure to raise an issue in person or by letter, or failure to provide sufficient specificity to afford the County the opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) based on that issue.

File Number MIS96-0012, City of Corvallis: Industrial site development plan review. **PROPERTY LOCATION:** 5010 SW Hout Street (T12S-R5W-Section 22D, Tax Lot 400A10). **APPLICABLE CRITERIA:** Benton County Code Sections 72.405 and 72.410. **DECISION:** Approved. **DECISION DATE:** March 12, 1996. **STAFF CONTACT:** Joe Kasper (757-6929).



Roger Irvin
Development Director

PUBLISH LEGAL AD: FRIDAY, MARCH 15, 1996



Community Development
Development Services Division
501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(503) 757-6929
TTY (503) 757-6477

STAFF REPORT

NATURE OF APPLICATION: Industrial Site Development Plan Review for construction of a new laboratory building for Ecological Planning & Toxicology, Inc.

APPLICABLE CRITERIA: Benton County Code Sections 72.405 and 72.410

PROPERTY LOCATION: 5010 SW Hout Street (Assessor's Map No. 12-5-22D, Tax Lot 400A10)

PROPERTY OWNER: City of Corvallis

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ZONE DESIGNATION: Industrial - 20 acre minimum parcel size (I-20)

COMP. PLAN DESIGNATION: Intensive Industrial (City of Corvallis Comprehensive Plan)

URBAN GROWTH AREA: Corvallis

CAC PLANNING AREA: South Benton

STAFF CONTACT: Joe Kasper, Associate Planner, City of Corvallis Development Services Division

FILE NUMBER: MIS96-0012

I. BACKGROUND

An application for an Industrial Site Development Plan was received on February 21, 1996. Notice of the application was sent to owners of property located within 100 feet of the subject parcel and to potentially interested departments, agencies, and groups on February 23, 1996.

The Planning Official, having reviewed all the evidence and testimony, finds as follows:

II. FINDINGS OF FACT

1) The subject property consists of 3.66 acres of leased property owned and managed by the City of Corvallis. The lessee, Ecological Planning & Toxicology, Inc., is applying for approval of a site development plan to permit the construction of a new 2,048 square foot laboratory building. The applicant currently has two existing buildings on the site with a combined area of 3,534 square feet. Industrial site development is subject to the standards of BCC 72.410. Development of the property is also subject to the lease agreement with the City of Corvallis. In general, the lease regulates the same aspects of development that are addressed in BCC 72.410 and is more restrictive.

III. FINDINGS APPLYING CODE CRITERIA

2) BCC 72.410(1): Either every site shall be adequately served by water, sewage disposal, sidewalks and improved roads, or final approval of the site development plan shall be contingent on assurances for the provision of the necessary facilities.

The lease lot will be served by City of Corvallis sewer and water from existing lines adjacent to the lot.

3) BCC 72.410(2): The setback to a road right-of-way shall be at least sixty feet. Twenty-five feet adjacent to the road right-of-way shall be utilized primarily for landscaping, fences, walls, and driveways. BCC 72.410(3): A side or rear setback shall be at least ten feet, except when adjacent to a residential zone, in which case twenty-five feet of landscaped buffer, including a visual screen of no less than five feet in height, shall be provided. BCC 72.410(6): A structure which is not a water dependent use shall be placed at least fifty feet from the ordinary high water line of any river or major stream. In the case of a creek or minor stream, a structure which is not a water dependent use shall be placed at least twenty-five feet from the ordinary high water line. BCC 72.410(7): A structure within the Corvallis Urban Growth Boundary shall be at least twenty-five feet from the edge of riparian habitat.

The nearest road right-of-way is SW Airport Avenue which is approximately 700 feet south of the subject leased property. The subject leased property abuts SW Hout Street which is a private

street in the Airport Industrial Park. The proposed structure meets all of the cited setbacks.

(4) BCC 72.410(8): A landscape plan shall be submitted for the first twenty-five feet of all setbacks adjacent to a road in compliance with the following minimum standards: (a) 75% of the area shall contain live landscape materials; (b) A vision clearance area shall be maintained at the intersection of two rights-of-way; © Off-street parking areas and setbacks adjacent to non-industrial zoned areas shall be adequately landscaped and screened.

This proposal will involve the construction of new parking facilities, however, there are no adjacent public roadways. Therefore, any landscaping requirement will be associated with the construction of the additional parking spaces.

(5) BCC 72.410(9): A structure shall not exceed sixty feet in height.

The proposed structure will not exceed sixty feet in height.

(6) BCC 72.410(10): Off-street parking and loading shall comply with BCC 91.605 through 91.660.

A research facility requires parking at a ratio of one space for each 300 square feet of gross floor area. The new building will require the addition of seven parking spaces. A review of the application indicates that additional parking to meet this requirement is being proposed.

(7) BCC 72.410(11): Access shall be designed to cause minimum interference with traffic movements on abutting streets. Where necessary, additional rights-of-way shall be dedicated to maintain adequate traffic circulation.

The existing access to the site from SW Hout Street, a private road that connects to SW Airport Avenue, will continue to be used.

(8) BCC 72.410(12): The arrangements of buildings, parking areas, signs, and other facilities shall be designed and oriented to minimize noise and glare effects on adjacent properties. BCC 72.410(13): artificial lighting, including illuminated signs and lights for parking areas, shall be arranged and constructed to

avoid direct glare or unreasonable interference with the use and enjoyment of adjacent properties.

All exterior lighting will be required to be shielded so that it does not produce direct glare on adjacent property. Therefore, no additional adverse impacts to adjacent properties have been identified.

IV. COMMENTS

No comments were received.



Community Development
Development Services Division
501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(503) 757-6929
TTY (503) 757-6477

NOTICE OF APPLICATION FOR STAFF DECISION

The Benton County Planning Official will take action on this request on March 12, 1996. If you wish to comment on this proposal, please do so in writing by March 8, 1996. Please reference File Number MIS96-0012 in all correspondence.

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CAC PLANNING AREA:	South Benton
STAFF CONTACT:	Joe Kasper, Associate Planner, City of Corvallis Development Services Division
FILE NUMBER:	MIS96-0012

More information regarding this application is available from the Development Services Division, 501 SW Madison Avenue, Corvallis (757-6929). The application and related documents are currently available for inspection at the Development Services Division. The Staff Report will be available for inspection at the Development Services Division after March 5, 1996. Copies of the application materials or the Staff Report, when available, can be obtained at a reasonable cost.

Any interested person may submit written testimony to the Development Services Division prior to the date of decision. Failure to raise an issue or provide sufficient specificity to afford County review and response to an issue precludes an appeal on the issue to the Land Use Board of Appeals.

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER. The recipient of this notice is hereby responsible to promptly forward a copy of this notice to every person with a documented interest, including a renter or lessee.

14 Notices mailed on 2-23-96



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501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(503) 757-6929
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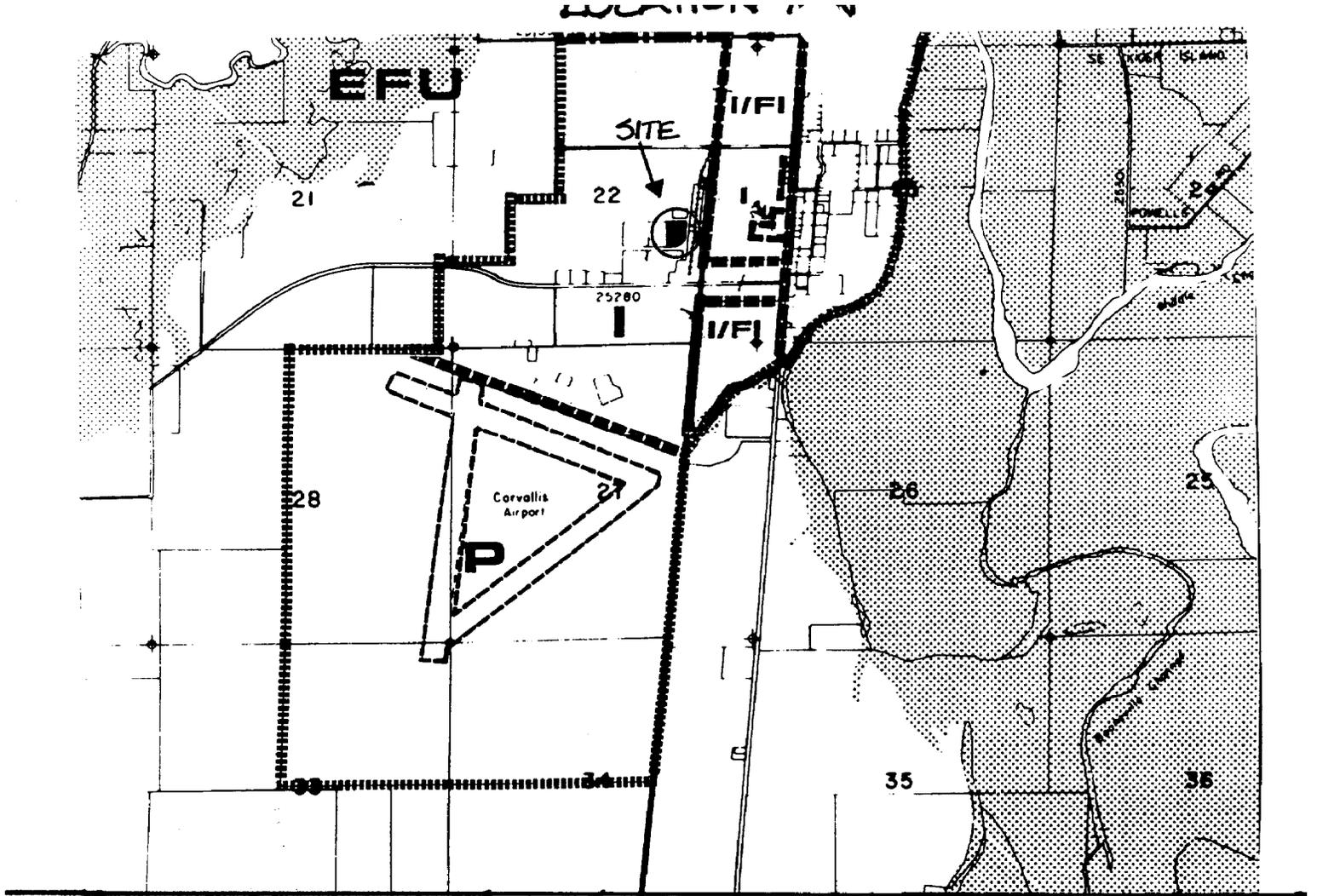
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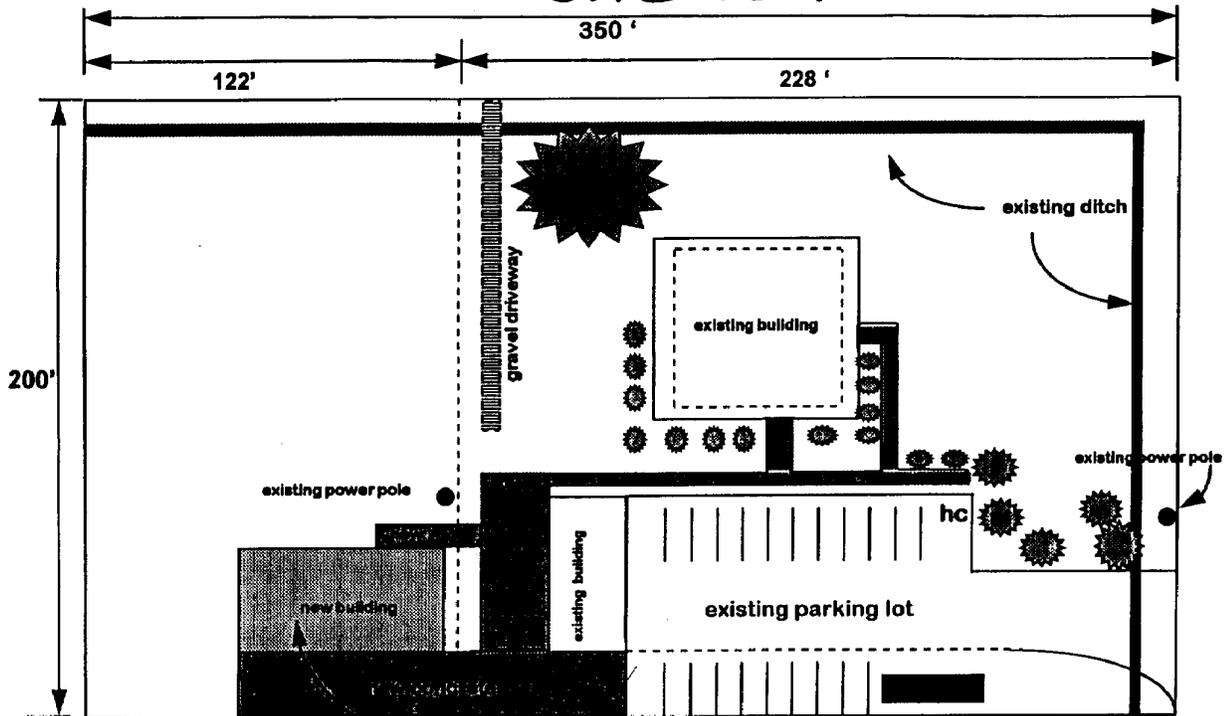
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SITE PLAN



location of new building 32' x 64'

Plan
6010 SW Hou St
Corvallis, Oregon 97331
641-763-3701 Prop. C-10

12522D0-00100000
BRAND S CORP
P O BOX 1087
CORVALLIS OR 97339-1087

12522D0-00400A10
ECOLOGICAL PLANNING & TOXIC
5010 SW HOUT ST
CORVALLIS OR 97333

12522D0-00500A10
HENDRICKSON ENTERPRISES
5070 SW HOUT ST
CORVALLIS OR 97333

12522D0-01000A10
WILLAMETTE VALLEY SPORTSMEN
P O BOX 14
CORVALLIS OR 97339-0014

12522D0-01200A10
RAMSEY CONSTRUCTION
P O BOX 1082
CORVALLIS OR 97339-1082

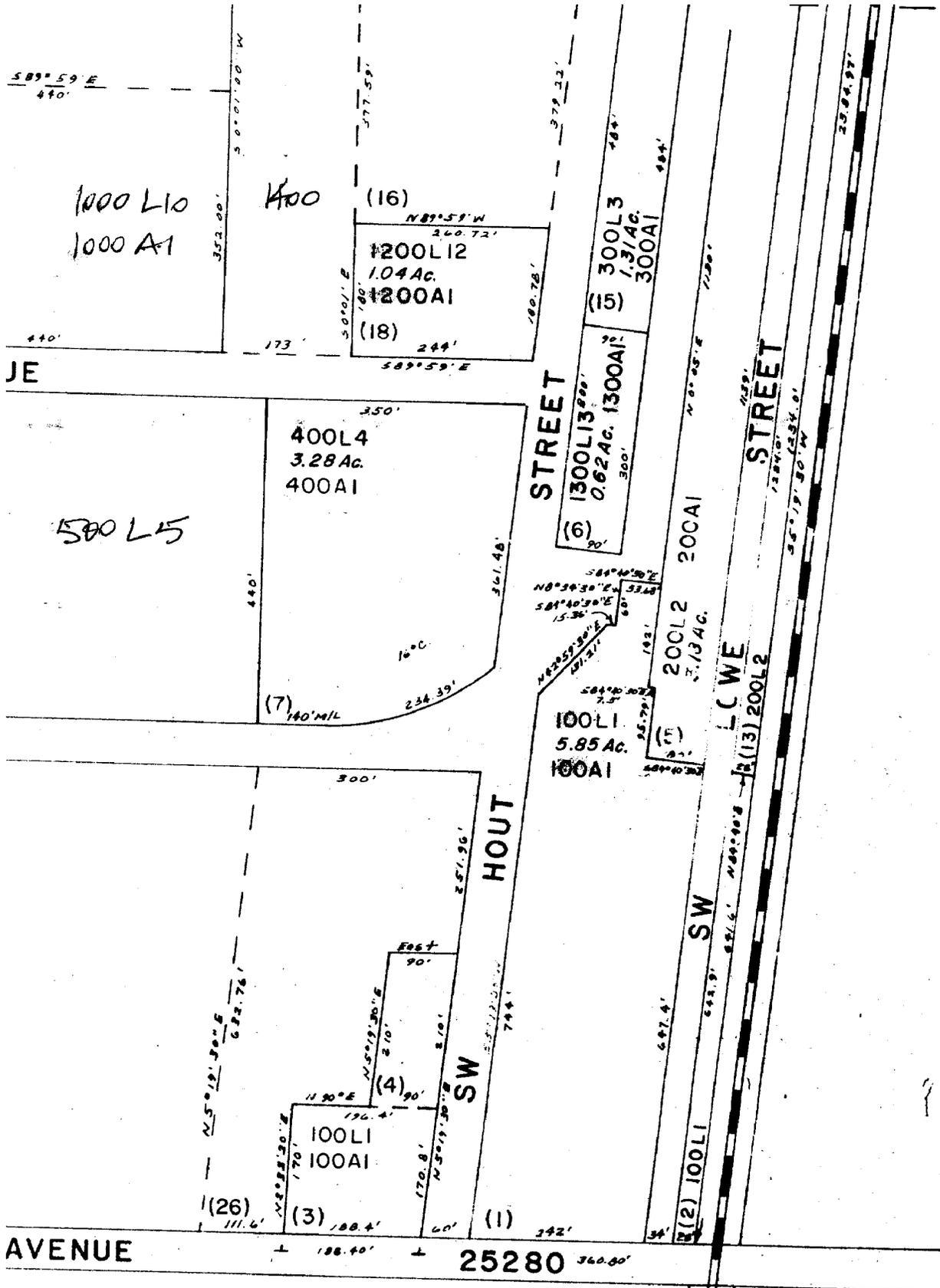
12522D0-01300A10
WESTERN PULP PRODUCTS CO
P O BOX 968
CORVALLIS OR 97339-0968

Sam Crocker
27118 Hubbard Rd.
Monroe, OR 97456

Roy Hathaway
1531 SE Kiger Island Road
Corvallis, OR 97333

Jeff Rice
26526 Greenberry Road
Corvallis, OR 97333

*Jack Barrow, City Eng
Benton Co. P.W.
Asst. Benton Co. Counsel
Benton Co. Env. Health
Benton Co. Dev. Dept.*



SEE MAP 12 5 22

This map
 RK" dated 12-73

12-5-22D

TR



ecological planning and toxicology, inc. 5010 S.W. Hout St., Corvallis, Oregon USA 97333-9540
(503) 752-3707 FAX (503) 753-9010

21 February, 1996

Development Department
City of Corvallis
360 Avery Avenue
Corvallis, Oregon 97333

ep and t DCN-O-0211

Attn: Mr. Joe Casper

Attached please find an application for approval of additional industrial site development by ecological planning and toxicology, inc. (ep and t), 5010 SW Hout Street, Corvallis, within the boundaries of the Corvallis Airport Industrial Park. We propose to place this new building within an adjoining 0.49 acre parcel on which we currently hold a leasehold interest option (description attached).

We have reviewed and understand all requirements listed in your publication *Special Requirements for Industrial Zone (BCC 72.405 & 72.410)* and currently do not anticipate any deviations from those requirements.

The proposed construction includes one single-level building, approximately 2048 square feet total, to serve as laboratory space for our company. There will be no offices located in this building. It is proposed that the new construction will be sited as indicated on the attached site and plat maps.

Our building design incorporates siding, roof lines, and other external features to complement our existing buildings. We currently anticipate that Ramsey Construction, Inc. of Corvallis, will act as contractor on this project.

Thank you.

Bill A. Williams, Vice President

Attachments:

- 1) Plat, site, and property maps.
- 2) Proposed addition design and specifications.
- 3) Land lease with leasehold option designation.



DEVELOPMENT DEPARTMENT

360 SW Avery Avenue
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APPLICATION

**SITE DEVELOPMENT PLAN FOR COMMERCIAL,
INDUSTRIAL, & AGRICULTURAL INDUSTRIAL ZONES**

Fee: Staff \$300

Applicant

Name: ecological planning & toxicology, inc. Bus. Phone: 503-752-3707
Address: 5010 SW HOUT STREET Home Phone: N/A
CORVALLIS, OREGON 97333

Other individuals to be notified of this application:

<u>Name</u>	<u>Address</u>		
<u>BILL A WILLIAMS</u>	<u>ep & t</u>	<u>Vice President</u>	
<u>LAWRENCE A. KRAUSTEK</u>	<u>ep & t</u>	<u>President</u>	

General Property Information

Assessor's Map & Tax Lot Number: T _____ S, R _____ W, Section(s) _____, Tax Lot(s) _____

Acreage: 3.66 total Zoning: INDUSTRIAL

Existing Structures: BUILDING #1 2478 ft² / BUILDING #2 1056 ft²

Current use(s) of the property: LIGHT INDUSTRIAL

Comp Plan Designation: INDUSTRIAL

Use(s) of adjacent property (not under the ownership of the applicant):

North of property: RAMSEY CONSTRUCTION - OFFICES / 4950 SW HOUT

South of property: PLASTECH, INC. / 5070 SW HOUT ST.

East of property: WESTERN PULP, INC. 5025 SW HOUT ST.

West of property: OPEN FIELD - AIRPORT

On a separate sheet of paper, please describe how you will meet the following criteria that is appropriate for your zoning designation. As the applicant, you must demonstrate that the review criteria have been met. Your answers will be used to evaluate this request. It is to your benefit to be thorough and to provide as much additional information in support of the application as possible.

1. Describe the nature of the operation and the specific use of the proposed building.
2. Prepare a site development plan which shows existing and proposed locations of buildings, access, parking, loading, landscaping, drainage, water supply, sewage disposal, public utilities, and exterior lighting.
3. What rural fire protection district is the subject property located in? If it is located outside a rural fire protection district, explain how you will contract for fire protection.

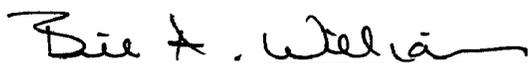
Special Requirements: Industrial Zone (BCC 72.405 and 72.410), Commercial Zone (BCC 68.405 and 68.410), & Agricultural Industrial Zone (BCC 76.405 and 76.410). See pages 3-5 of application for specific requirements.

Attachments

1. A copy of deed(s) covering the subject property and contiguous property, in the same ownership.
2. A copy of the easement granting access to any proposed parcel that does not have frontage on a public road.
3. If the applicant for this request is not the property owner, then authorization from the owner must be submitted with the application.
4. A copy of all permits, licenses, and authorizations from other government agencies pertaining to the proposed use, including highway access, water and sewer connections, state or federal discharge permits.

Signature(s)

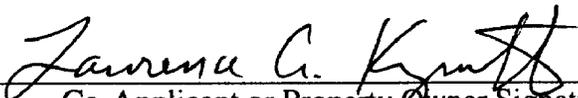
I hereby certify that I am the legal owners(s) or contract purchaser of the above noted property; that the information contained herein is accurate to the best of my knowledge; and that the proposed use would not violate any deed restrictions attached to the property.



Applicant Signature

2-21-96

Date



Co-Applicant or Property Owner Signature

21 Feb 96

Date

For Office Use Only

Date Application Received: 2-21-96 Receipt Number: 35720 By: JPK

File Number Assigned: MIS96-0012 Planner Assigned: JPK

Special Requirements for Industrial Zone (BCC 72.405 & 72.410)

72.405 Site Development Plan. When a building addition, new construction, or placement of a structure is proposed in the Industrial Zone, the applicant shall submit a site development plan prior to the issuance of building permits. A site development plan shall contain an appropriate level of detail showing existing and proposed locations of buildings, access, parking, loading, landscaping, drainage, water supply, sewage disposal, public utilities, and exterior lighting. The plan shall demonstrate compliance with siting standards provided in BCC 72.410 and other provisions of this code. [Ord 90-0069]

72.410 Siting Standards. All structures located in the Industrial Zone shall be sited in compliance with BCC Chapter 99 and the following additional standards:

- (1) Either every site shall be adequately served by water, sewage disposal, sidewalks and improved roads, or final approval of the site development plan shall be contingent on assurances for the provision of the necessary facilities.
- (2) The setback to a road right-of-way shall be at least sixty (60) feet. Twenty-five (25) feet adjacent to the road right-of-way shall be utilized primarily for landscaping, fences, walls and driveways.
- (3) A side or rear setback shall be at least ten (10) feet, except when adjacent to a residential zone, in which case twenty-five (25) feet of landscaped buffer, including a visual screen of no less than five (5) feet in height, shall be provided.
- (4) No setback is required for a structure of 120 square feet or less. Except when adjacent to a residential zone, a side or rear setback for an accessory structure may be reduced to three (3) feet if the structure:
 - (a) Is detached from other buildings by five (5) feet or more;
 - (b) Does not exceed a height of twenty (20) feet; and
 - (c) Does not exceed an area of 500 square feet.
- (5) Architectural features shall not project more than two (2) feet into a required setback.
- (6) A structure which is not a water dependent use shall be placed at least fifty (50) feet from the ordinary high water line of any river or major stream. In the case of a creek and minor stream, a structure which is not a water dependent use shall be placed at least twenty-five (25) feet from the ordinary high water line.
- (7) Any structure within the Corvallis Urban Growth Boundary shall be at least twenty-five (25) feet from the edge of riparian habitat, evidenced by existing non-aquatic vegetation which is generally dependent upon a seasonally high table, or at least forty (40) feet from the edge of the drainageway, whichever is greater.
- (8) A landscape plan shall be submitted for the first twenty-five (25) feet of all setbacks adjacent to a road in compliance with the following minimum standards:
 - (a) Seventy-five percent (75%) of the area shall contain live landscape materials (grass, trees, or shrubs);
 - (b) A vision clearance area shall be maintained at the intersection of two rights-of-way or a right-of-way and a driveway. The vision clearance area shall extend thirty (30) feet from the intersection of the right-of-way lines or a right-of-way line and a driveway. No structure, vegetation or embankment shall be permitted in a vision clearance area in excess of two (2) feet in height above the center of the road or driveway; and
 - (c) Off-street parking areas and setbacks adjacent to non-industrial zoned areas shall be adequately landscaped and screened.
- (9) A structure shall not exceed sixty (60) feet in height. Structures such as chimneys, spires, domes, elevator shaft housings, towers, aeriols, flagpoles, agricultural buildings, and other similar objects not used for human occupancy are not subject to the building height limitations of this code.
- (10) Off-street parking and loading comply with BCC 91.605 to 91.660.
- (11) Access shall be designed to cause minimum interference with traffic movements on abutting streets. Where necessary, additional rights-of-way shall be dedicated to maintain adequate traffic circulation. Setbacks shall be reviewed when requiring a dedication of an additional right-of-way.
- (12) The arrangement of buildings, parking areas, signs and other facilities shall be designed and oriented to minimize noise and glare effects on adjacent properties.
- (13) Artificial lighting, including illuminated signs and lights for parking areas, shall be arranged and constructed to avoid direct glare or unreasonable interference with the use and enjoyment of adjacent properties. [Ord 26, Ord 90-0069, Ord 92-0092]



MUNICIPAL BILLING
Finance Department

INVOICE/STATEMENT

BRING OR MAIL THIS STUB
WITH YOUR PAYMENT

CITY OF CORVALLIS
FINANCE DEPARTMENT
501 SW MADISON AVE.
P.O. BOX 1083
CORVALLIS, OREGON 97339

96-1-406
THIS INVOICE IS FOR THE MONTH FOLLOWING DATE
OF INVOICE. IF YOU HAVE ANY QUESTIONS PLEASE
CONTACT COMMUNITY DEVELOPMENT AT 757-6941.

ECOL. PLANNING & TOXICOLOGY
5010 SW HOUT ST.
CORVALLIS OR 97333

BILLING DATE 2/15/96
INVOICE NUMBER 0026767
CUSTOMER ACCT. NUMBER 0002780
BILLING AMOUNT \$ 167.84
PENALTY CHARGE \$
TOTAL AMOUNT DUE \$ 167.84

REFERENCE DATE	DESCRIPTION	AMOUNT
2/15/96	LAND LEASE	167.84

IF BALANCE IS NOT PAID WITHIN 30 DAYS OF THE
ORIGINAL INVOICE DATE, A 9% APR OR \$10.00
MINIMUM MONTHLY PENALTY FEE WILL BE ADDED TO
YOUR ACCOUNT. THANK YOU

TOTAL AMOUNT DUE 167.84
THANK YOU

CUSTOMER NUMBER 0002780

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That BRAND S CORPORATION

Grantor in consideration of SIXTY FOUR THOUSAND & NO/100-----(\$64,000.00)----- Dollars, to it paid by the Grantee herein, does hereby grant, bargain, sell and convey unto ECOLOGICAL PLANNING AND TOXICOLOGY, INC.

Grantee the following described real property, situate in the County of BENTON and State of Oregon, to wit:

IMPROVEMENTS ONLY LOCATED ON PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

COPY

READ and APPROVED on 2 March 1992 by ZAK

Parcel # 12-5-22D#400A1/290522

To Have and to Hold the granted premises unto the said Grantee, its Heirs and Assigns forever. And the Grantor does covenant that it is lawfully seized in fee simple of the above granted premises free from all encumbrances, except: None

and that it will and its successors and assigns shall warrant and forever defend the granted premises, against the lawful claims and demands of all persons, except as above stated.

Witness our hands and seal this day of, 19.

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.

BRAND S CORPORATION (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF OREGON County of BENTON } ss.

On this day of, 19, before me appeared and both to me personally known, who being duly sworn, did say that he, the said is the President, and he, the said is the Secretary of the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and and acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

EXHIBIT "A"

COPY

Beginning at a point which is West 360.80 feet and North 5° 19' 30" East 1,172.18 feet from the intersection of the centerline of Airport Avenue with the West right of way line of the Southern Pacific Railroad; thence South 5° 19' 30" West 361.48 feet; thence along the arc of a 16° curve, long chord 234.39 feet; thence West 140 feet; thence North 0° 01' West 440 feet to the South line of Convill Avenue; thence East 340 feet to the point of beginning, all in Section 22, Township 12 South, Range 5 West of the Willamette Meridian, Benton County, Oregon.

TRUST DEED

THIS TRUST DEED, made this 2nd day of March, 19 92, between ECOLOGICAL PLANNING AND TOXICOLOGY, INC.

as Grantor, WILLAMETTE VALLEY TITLE CO., as Trustee, and RALPH S. KRISTOFERSON & DOROTHY KRISTOFERSON, HUSBAND AND WIFE

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to trustee in trust, with power of sale, the property in BENTON County, Oregon, described as:

SEE ATTACHED EXHIBIT "A"

COPY

Parcel # 12-5-22D#400A1/290522

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTY-THREE THOUSAND AND NO/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable MARCH 15TH, 2002.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ 63,000.00, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure

beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the

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9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect of such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee

conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except: Those of record.

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) ~~priority for grantor's personal, family or household purposes (see Important Notice below)~~

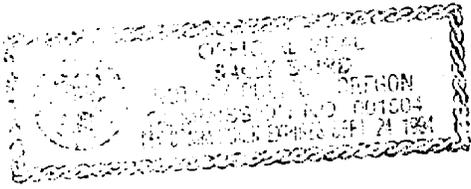
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

STATE OF OREGON
County of BENTON } ss.

On this 2nd day of March, 19 92, before me appeared LAWRENCE A. KAPUSTKA
and both to me personally
known, who being duly sworn, did say that he, the said LAWRENCE A. KAPUSTKA
is the President, ~~and he, the said~~
~~is the~~ Secretary of ECOLOGICAL PLANNING AND TOXICOLOGY, INC.
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and
that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and
LAWRENCE A. KAPUSTKA and acknowledge
said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above
written.



Sally Baird
Notary Public for Oregon.
My Commission expires 09/24/94

COPY

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured
by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you
under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed
(which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties
designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to
_____.

DATED: _____, 19 _____.

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before
reconveyance will be made.

PARCEL I:

THE IMPROVEMENTS ONLY LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a point which is West 360.80 feet and North 5° 19' 30" East 1,172.18 feet from the intersection of the centerline of Airport Avenue with the West right of way line of the Southern Pacific Railroad; thence South 5° 19' 30" West 361.48 feet; thence along the arc of a 16° curve, long chord 234.39 feet; thence West 140 feet; thence North 0° 01' West 440 feet to the South line of Convill Avenue; thence East 340 feet to the point of beginning, all in Section 22, Township 12 South, Range 5 West of the Willamette Meridian, Benton County, Oregon.

PARCEL II:

LEASEHOLD INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a point which is West 360.80 feet and North 5° 19' 30" East 1,172.18 feet from the intersection of the centerline of Airport Avenue with the West right of way line of the Southern Pacific Railroad; thence South 5° 19' 30" West 361.48 feet; thence along the arc of a 16° curve, long chord 234.39 feet; thence West 140 feet; thence North 0° 01' West 440 feet to the South line of Convill Avenue; thence East 340 feet to the point of beginning, all in Section 22, Township 12 South, Range 5 West of the Willamette Meridian, Benton County, Oregon.

EXCEPTING THEREFROM ALL IMPROVEMENTS LOCATED ON SAID PROPERTY.

COPY